



HUMAN RESOURCES RULES

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SECTION 1: GENERAL PROVISIONS

1.01 PURPOSE

The Human Resources Rules (referred to herein as “Rules”) sets forth the personnel rules. The Rules provide the practices and procedures followed by the Housing Authority of the City of Salem, here in referred to as, Salem Housing Authority or SHA in the administration of its human resources program.

If there is an apparent conflict between these Rules and applicable law, to the extent possible, the Rules shall be construed to be consistent with the applicable law, but if the Rules cannot be construed to be consistent, the applicable law shall control. Should any section or portion of these Rules be unlawful or unenforceable, all other sections and provisions of the Rules shall remain in effect. The provisions of these Rules are not conditions of employment. SHA reserves the right at any time to withdraw or amend any portion of these Rules as they apply to current or future employees.

Nothing contained herein creates, nor should be construed to create, contractual or vested rights.

1.02 AUTHORITY

The administration of the human resources program and personnel rules is established by SHA. SHA contracts with the City of Salem for services such as benefits, human resource management, and payroll. The City of Salem’s Human Resources Director is responsible for administering the human resources program, maintaining the personnel rules and making necessary amendments or revisions to the Rules pursuant to our contractual agreement.

1.03 COLLECTIVE BARGAINING AGREEMENT

SHA has collective bargaining agreements with Local 2067, American Federation of State, County, and Municipal Employees (AFSCME). The provisions of these Human Resources Rules apply only for matters not addressed in the collective bargaining agreement. In the event of a conflict between these Rules and any applicable collective bargaining agreement, the collective bargaining agreement shall control.

1.04 APPLICABILITY

- A. CAREER SERVICE. Career service (full-time and part-time) is comprised of all budgeted positions not included in the exempt service.

- B. EXEMPT SERVICE. Employees in the exempt service are at-will and serve at the discretion of the appointing authority. The exempt service is comprised of the:
- a. Executive Director
 - b. Seasonal, part-time exempt or limited duration positions

1.05 ADOPTION AND AMENDMENT OF RULES

The Human Resources Director shall prepare and recommend revisions and amendments to the Rules and policies necessary to comply with state or federal law.

Provisions of these Rules which may be required by federal and state laws are subject to immediate change in order to comply with current and future changes in laws and regulations.

1.06 PERSONNEL RECORDS

The Human Resources Department (“Human Resources”) will maintain personnel records for all SHA employees. These records shall be the official records of SHA and shall contain official reports, memos, letters, personnel actions, etc., relating to employee performance and employment status. The Housing Administrator or designees shall submit the appropriate documentation to Human Resources to ensure that SHA appoints and pays all employees in accordance with these Rules.

Personnel records shall *not* contain:

- A. Medical records
- B. Conviction or arrest records
- C. Records of investigation of criminal conduct
- D. Confidential reports from previous employers
- E. Information related to an employee’s citizenship or immigration status
- F. I-9 forms
- G. Other materials that are excluded or maintained separately by federal or state law

Human Resources shall keep medical records, I-9 forms, and confidential reports in separate files and shall maintain those documents as prescribed under state or federal law ([Link to APP #4.6 HIPPA Policy](#)).

No information shall be placed in an employee’s personnel records that reflects critically upon an employee unless it bears either the signature or initials of the employee indicating that the employee has seen the document. If the employee has seen the document but refuses to sign or initial it, the manager must make a notation that the employee received a copy of the document and refused to sign. The manager shall provide the employee with a copy of the document when making it a part of the employee’s personnel record.

Letters of caution, consultation, warning, admonishment, or reprimand shall not be used in any subsequent evaluation or disciplinary proceeding involving the employee after three years of having been placed in the personnel records, unless there have been recurrences of a similar nature. After the three-year period, and in the absence of one or more recurrence of a similar infraction, the employee may request that the Human Resources Director remove the letters. Human Resources will not remove information if it pertains to an employee's pay or benefits.

- A. **RECORDS REVIEW.** Employees may review their records in the Human Resources Department during regular office hours. Managers will have access to the records of subordinates. Personnel records shall not be removed from the Human Resources Department.
- B. **EMPLOYEE ADDRESS.** Employees are responsible for ensuring that their personal information (legal name, home address, home telephone number, person to call in case of emergency, etc.) is up-to-date and accurate.
- C. **PUBLIC DISCLOSURE.** Information in personnel records will be treated as exempt from public disclosure to the extent provided by Oregon Public Records Law. SHA will only release information in personnel records which is exempt under Oregon's Public Records Law by court order.
- D. **CHANGES TO EMPLOYEE STATUS AND PAY.** SHA must report to Human Resources every change to an employee's status or pay. These changes include, but are not limited to:
 - Appointment
 - Change of pay rate
 - Demotion
 - Dismissal
 - Internal appointment
 - Layoff
 - Leave of absence
 - Leave without pay
 - Military leave
 - Other administrative leave
 - Performance evaluation
 - Promotion
 - Protected leave
 - Reassignment
 - Reclassification
 - Suspension

SECTION 2: CLASSIFICATION PLAN

2.01 PURPOSE

The purpose of the classification plan is to provide a systematic arrangement of position classifications and to provide accurate descriptions and specifications for each classification.

The classification plan shall standardize titles, each of which shall be indicative of a definite range of duties and responsibilities and have the same meaning throughout SHA.

2.02 MAINTENANCE

The Human Resources Director shall be responsible to the Housing Administrator for the maintenance of a position classification plan which shall group all positions based upon their duties, authority, and responsibilities. The Human Resources Director may allocate positions to the appropriate classification and may make revisions in the classification plan which shall consist of additions, abolishment, consolidations, divisions, or amendments to existing classifications.

2.03 CLASSIFICATION SPECIFICATIONS

A. CONTENT OF SPECIFICATIONS. Human Resources shall write and maintain classification specifications for all active job classifications at SHA. A classification specification is the written description of a classification and shall include a title, EEOC category, FLSA designation, statement of job duties, authority, responsibility, essential functions, physical requirements and minimum qualifications.

The classification title shall be the official title used on all personnel actions, payroll records, budget documents, official records, and reports relating to the position. Any other working title desired and authorized to be used by the Housing Administrator may be used as a designation of any particular position. The working title shall be an accurate reflection of actual duties and responsibilities of a position but shall not be intended to elevate one's position or role in the organization.

B. INTERPRETATION OF SPECIFICATIONS. Classification specifications are descriptive and not restrictive. They are intended to indicate the kinds of duties that may be assigned to any position allocated to the classification. They are not to be construed as prescribing the exact duties or responsibilities of any position, or as limiting or modifying the authority of a Housing Administrator to assign, direct, and control the work of employees. The use of a particular expression or illustration as to duties shall not exclude other duties not mentioned that are of a similar kind or quality, nor

shall any specific omission necessarily mean that such factor is not included.

C. **NEW POSITIONS.** The Housing Administrator or designee must submit a written request for a new position that details the essential job duties for the proposed position to the Human Resources Director. Human Resources will review the information provided and determine the proper classification for the position. The new position request will be forwarded by Human Resources to the Executive Director for final review and approval by the Board of Commissioners. New positions that do not exist in the current budget may only be added by approval of the Board of Commissioners.

D. **USE IN ALLOCATION.** In determining the classification to which any position should be allocated, the specification describing each classification shall be considered as a whole. Consideration shall be given to the essential functions, general duties, consequence of error, complexity of tasks, managerial responsibilities, scope of authority, specific tasks, distinguishing features, overall job purpose, qualification requirements, and relationships to other classifications as a composite description of the kind of employment which the classification is intended to embrace.

2.04 RECLASSIFICATIONS OF POSITIONS

Requests for reclassification may be initiated for the following:

- A. **HUMAN RESOURCES INITIATED REVIEW.** Human Resources will periodically review a classification to determine whether the duties and other criteria outlined in the classification properly reflect the position requirements.
- B. **SHA INITIATED REVIEW.** The Housing Administrator, or manager, may request a review. Requests must be submitted to the Human Resources Director through the employee's chain of command. The request must include a Position Questionnaire Form outlining the employee's current job duties. The employee's immediate manager must complete and sign the manager section of the Position Questionnaire Form. Human Resources will review the form and consider if the information provided warrants a reclassification.
Subsequent review requests for the same position within a two-year period must include justification how the duties and responsibilities have changed since the previous request.
- C. **EXISTING POSITIONS.** Employees shall perform duties and responsibilities as outlined according to their assigned classification specification. If an employee has been assigned a duty or duties that are not anticipated in the employee's classification specification, the manager shall review the classification specification to determine if the duties are appropriate for that employee's classification. After such review, if there

continues to be a question about the appropriateness of the duty, the manager shall request a determination by Human Resources prior to the assignment of the duty to the employee. If Human Resources determine the duty is not anticipated in the employee's classification, the Housing Administrator shall either assign the duty to an employee in a classification for which the duties are anticipated or request a reclassification of the position.

- E. VACANT POSITION. When the Housing Administrator desires to change the classification of a vacant position, a written request with justification and documentation must be submitted to the Human Resources Director.
- E. PROGRAM CHANGES. Changes in programs or reorganizations may require a position with a different classification. If a program requires a position with a different classification based on organizational need, the Housing Administrator or designee must submit a written request with justification which outlines job duties of the proposed position to the Human Resources Director.

2.05 EFFECT OF RECLASSIFICATION ON INCUMBENT

- A. CLASSIFICATION TO LOWER LEVEL POSITION. Human Resources will determine if the incumbent meets the minimum qualifications for the position. If the incumbent meets the minimum qualifications of the classification, the employee will be reclassified to the lower level position. The wages of the employee who is placed in the lower classification will remain frozen until the pay grade of the new classification reaches the employee's current salary. The reclassified employee will not be placed on probationary status.
If the incumbent employee does not meet the minimum qualifications of the classification, the position will be filled through a competitive selection process. The incumbent employee may apply for the position. The employee will be subject to layoff according to these rules or the applicable collective bargaining agreement should they be unsuccessful in the competitive process.
- B. CLASSIFICATION TO HIGHER LEVEL POSITION. Human Resources will determine if the incumbent meets the minimum qualifications for the classification. Human Resources will also evaluate if the incumbent has been performing the higher-level duties and if the change in duties has occurred by the gradual addition or inclusion over a substantial period. If the Housing Administrator indicates a need for the employee to continue the higher-level duties, and the incumbent employee meets the minimum qualifications and has been performing the higher-level job duties, the employee will be reclassified to the higher classification. The reclassified employee will not be placed on probationary status.

If the incumbent employee has not been performing the higher-level duties and does not meet the minimum qualifications of the classification, the position will be filled through a competitive selection process. The incumbent employee may apply for the position. The employee will be subject to layoff according to these rules or the applicable collective bargaining agreement should they be unsuccessful in the competitive process.

SECTION 3: COMPENSATION

3.01 GENERAL PROVISIONS

SHA will adopt and maintain a compensation plan that establishes pay ranges for all classifications. Compensation for each classification will include a minimum and maximum rate and such intermediate rates as are considered necessary and equitable. Flat rates may be used instead of salary ranges where appropriate.

The Housing Administrator is responsible for ensuring that sufficient funds are available to cover the cost of compensation and that no budgetary deficit will thereby be created.

3.02 ALLOCATION OF PAY RANGES

Human Resources will periodically review pay ranges to determine if the pay rates and other compensation are comparable to other similarly situated Housing Authorities. Factors such as internal equity, turnover, recruiting, and SHA's ability to pay may be considered. The Human Resources Director will, where appropriate, make recommendations for pay grade adjustments for unrepresented classifications to the Executive Director. Pay grade adjustments approved by the Executive Director for unrepresented staff will typically be completed and submitted as part of the annual budget process. All pay grade adjustments are subject to approval by SHA Board of Commissioners.

The Human Resources Director will review the duties of each new position to determine the appropriate classification and pay range. Classifications and pay ranges for represented positions are subject to the applicable collective bargaining agreement.

- A. **SALARY RATES.** The rate of pay may be hourly or salaried depending upon the conditions of employment. Hourly rates are determined by dividing the annual salary by 2,080 hours. Monthly salaries are determined by dividing the annual salary by 12.

Each career status, part-time exempt, and limited duration employee shall be paid an amount equal to one of the steps within the salary range for the classification in which the individual is employed. Pay rates are established and published for each step in the pay grade.

Seasonal shall have a single base rate of pay based on the assigned classification.

- B. **RATE PAID AT APPOINTMENT.** Generally, an employee will be appointed at the minimum rate or step for the classification. In determining appointment at a higher rate or step, the Housing Administrator shall consider the qualifications of the candidate, availability of applicants, and the resulting salary relationship with other similar positions throughout SHA. Initial appointment at higher than step four of the pay range assigned to the classification requires approval from the Human Resources Director.
- B. **PAY GRADE ADJUSTMENT.** A pay grade adjustment is a change in the rates of pay in the grade assigned to a particular classification. Pay grade adjustments unless otherwise provided for in a collective bargaining agreement, typically start at the beginning of a fiscal year. Adjustments are to be distinguished from merit salary increases and are not intended to give recognition to length or quality of service but are to be based upon negotiated or prevailing rates of pay for the various classifications. When an employee's pay grade is adjusted to a higher range, the employee will be placed at the closest step in the new pay grade that will generate an increase in pay.

If the pay grade adjustment results in a lower range, the employee's salary may be frozen until the new pay grade reaches the employee's present salary.

Pay grade adjustments will not change an employee's salary review date for future merit increases.

3.03 SALARY ADMINISTRATION

- A. **MERIT INCREASES.** The Housing Administrator shall recommend to the Human Resources Director merit increases, unless provided by the collective bargaining agreement, only for those career status employees whose performance has met appropriate standards of work performance. Merit increases are not automatic. Merit increases will be to the next step of the pay grade for the classification.
- B. **EXTRA-MERITORIOUS INCREASES.** The Housing Administrator may request a one-step extra meritorious pay increase for career status employees in recognition of exemplary service. The Housing Administrator shall submit a written request to the Human Resources Director that includes a brief description of the normal job requirement of the employee and the reasons why the employee deserves an extra-meritorious pay adjustment. Reasons may include: exceptional performance, unusual job-related skills and training, or special work on a complex project. Extra

meritorious increases may not be granted above the final step in the pay grade. An extra-meritorious increase will generally not be granted based on the employee being considered the best performer in a group or superior to another employee in the same classification nor will they be granted based on the same justification in a subsequent year.

- C. **ELIGIBILITY FOR MERIT INCREASES.** A new employee or promoted employee shall be eligible for a merit increase on the first of the month (i.e., the salary review date), following satisfactory completion of the probationary period. Employees are eligible for subsequent merit increases upon satisfactory completion of each 12 months of service. Merit increases are not permitted above the top step in the pay range. An employee whose probationary period is extended will not be eligible for a merit increase until the probationary period is satisfactorily completed. A merit increase will not be withheld more than three months. If employee performance is so deficient as to not merit a salary increase before the end of the third month, action will be taken to evaluate whether to demote, reassign, or terminate the employee with the approval of the Human Resources Director or designee.

Employees will be evaluated annually (or according to any schedule that is established as a result of an unsatisfactory rating or performance or conduct problem).

Part-time exempt employees, unless provided by collective bargaining Agreement, (employees exempt from benefits eligibility not overtime exempt) shall be eligible for merit increases in one step increments until the top step of the pay grade is reached.

- D. **PROMOTION.** An employee who is promoted will receive a pay increase to a rate equal to a one step, unless such increase is not sufficient to place the salary within the new pay grade, in which case the salary will be advanced to the first step of the new pay grade. The increase may not exceed the top step of the higher range.

The pay increase will be to the closest step in the pay scale of the new position to generate an increase in pay. If appropriate and approved by the Housing Administrator and the Human Resources Director, the employee may be placed at a higher rate.

The employee will be placed on probation to the classification. Upon satisfactory completion of the probationary period (6 months), the employee will be eligible to proceed to the next step of the pay grade, and annually thereafter on the salary review date, provided the merit increase does not exceed the range designated for the classification.

- F. **DEMOTION.** If an employee is demoted to a class having a lower salary range for reasons which do not reflect discredit upon SHA or the

employee, the salary rate shall not be reduced as long as the rate is within the salary range of the lower classification. If the rate is not within the salary range of the lower classification, the salary rate may be reduced to step six of the new range or to whatever rate in the range is determined by the Housing Administrator and the Human Resources Director to be appropriate based on the experience and qualifications of the employee.

Demotion for cause (unsatisfactory conduct or performance) will result in a reduction in salary to any step in the pay grade of the lower classification determined by the Housing Administrator and approved by the Human Resources Director.

If the employee is demoted to a classification they have never held before, they will be placed on probation to the classification.

- G. **RECLASSIFICATION.** An employee who is reclassified into a classification that has a higher salary range will receive a pay increase. The pay increase will be to the closest step in the pay scale of the new position that will generate an increase in pay, unless such increase is not sufficient to place the salary within the new salary range, in which case the salary will be advanced to the first step of the new range. The employee will not be placed on probationary status if the employee has previously been performing the duties of the higher classification.

The salary of the employee who is reclassified into a classification that has a lower salary range will be frozen until the new range reaches the employee's present pay level.

- H. **LATERAL TRANSFER.** When an employee is transferred from one classification to another classification having the same salary range, the employee's pay will remain the same. The employee will be placed on probation to the classification if they have not previously served a probationary period in the classification.

3.04 OVERTIME

- A. **POLICY.** It is the policy of SHA to minimize the need for overtime work. All overtime, except in cases of emergency, must be authorized by the employee's manager prior to the employee working overtime.

Overtime compensation for represented employees is addressed in the applicable collective bargaining agreement.

- B. **ELIGIBILITY.** Unrepresented employees are eligible for overtime compensation pursuant to these rules and/or federal and state law.
- C. **OVERTIME RATES.** Overtime eligible unrepresented employees shall be paid at the rate of one and one-half times for time worked in excess of the

regularly scheduled work day or 40 hours in a work week. Overtime shall be rounded to the nearest quarter hour. Eligible unrepresented employees may have the option of requesting compensation or compensatory time off at the rate of one and one-half hour for each overtime hour worked.

Unless otherwise provided by a collective bargaining agreement, part-time career, part-time exempt and seasonal employees are eligible for overtime pay only for time worked in excess of 40 hours in a work week. The overtime rate of pay shall be one and one-half hour for each overtime hour worked.

- D. **COMPENSATORY TIME OFF.** Compensatory time off instead of cash compensation may be granted at the request of the unrepresented employee at the rate of one and one-half hour paid leave for each overtime hour worked.

Leave will be granted by a manager within a reasonable period of making a request, subject to the operational needs of the work unit. Compensatory time off may be accrued to a maximum of 120 hours or as defined by the collective bargaining agreement.

All accrued compensatory time shall be paid at separation of employment. Part time exempt and seasonal employees are not eligible for compensatory time or compensatory time off. If an employee is promoted or reclassified to a position not eligible for compensatory time accrual, accrued compensatory time off will be paid to the employee at the salary level in effect prior to the promotion or reclassification.

An employee may request payment for accrued compensatory time. Such requests must be presented in writing to Payroll at least 10 calendar days in advance of the next pay date.

3.05 ACTING-IN-CAPACITY

Acting-in-capacity (AIC) occurs when an employee in career or exempt service is formally assigned the responsibilities of a higher classification on a full-time continuous basis.

Acting-in-capacity assignments are typically limited to performing the duties of a vacant position. Vacant positions may include the incumbent's absence from work for reasons of protected leave, an approved leave of absence with or without pay, or other absence that exceeds two weeks. Acting-in-capacity assignments are temporary and not intended to be permanent. The employee shall be compensated at their regular rate of pay plus five percent, but in no event less than step one, nor in excess of step six, of the higher salary range. Such designation must be approved by the Housing Administrator.

The employee assigned acting-in-capacity must possess the minimum qualifications for the position and possess any specific certifications or licenses required for the assigned position. Employees can be assigned to a higher classification on a temporary basis due to specialized projects or assignments.

The manager must formally designate an employee as acting-in-capacity by completing the HR064 AIC memo and forwarding it to the Human Resources Department for approval. The manager must identify the position which is vacant or necessity for the organization and the expected duration of the acting-in-capacity assignment.

Employees performing the duties for a vacant Housing Administrator position for 160 consecutive working hours may be eligible for a rate equal to five percent more than the employee's regular rate or such other higher rate as approved and determined appropriate by the Executive Director. The designation of acting-in-capacity as the Housing Administrator requires the approval of the Executive Director.

In most circumstances, represented employees may not be assigned AIC into a supervisor or manager role and must have prior approval by the Human Resources Director.

3.06 WORKING-OUT-OF-CLASSIFICATION

An employee is working out of class when the Housing Administrator assigns an employee some of the duties of a higher classification. The typical duration of a working-out-of classification will be between one (1) and eighty (80) hours. Working out of class is temporary and not intended to be permanent.

The assigned employee need not possess the minimum qualifications for the position of the higher classification but must hold all the necessary certifications or licenses required for the assigned duties. In order to qualify for working in higher classification compensation, the employee must assume and satisfactorily perform the responsibilities of the higher classification.

Employees will not be designated as working-out-of-classification for covering breaks, lunches, routine meetings, performing on-the-job training, or other such short duration assignments.

Any employee formally designated by a manager as working in a higher classification for two weeks or less, shall be compensated at their regular rate of pay plus five percent, but in no event less than step one, nor in excess of step six, of the higher salary range. Such designation must be approved by the manager and recorded on the employee's time sheet.

3.07 PAY PROCEDURES AND POLICIES

- A. **PAY PERIODS.** Employees shall be paid in 26 bi-weekly payments. In the event a regularly scheduled pay date falls on a holiday, the last preceding workday shall be the regular pay day. Notwithstanding the above, for Thanksgiving, the pay day will be the Friday after Thanksgiving for electronic deposits and the Monday after Thanksgiving for paychecks and copies of electronic deposits.
- B. **DIRECT DEPOSIT.** Direct deposit to a financial institution of the employee's selection shall be the default payroll payment method for all new employees. Employees may elect a paper check by completing a written change submission with payroll. In the event an emergency impacts SHA's ability to undertake check processing, printed payroll checks may be delayed for an undetermined period.
- C. **PAY CARDS.** Employees are eligible to enroll and receive their earnings in the form of a pay card in lieu of a pay check or direct deposit. Pay cards are funded electronically and may be used as an alternative to direct deposit. Employees are responsible to work directly with the financial institution or card service provider for all card issues.

3.08 TIMEKEEPING

All hourly employees are required to keep accurate records of actual working time to ensure that employees are paid for all time worked, to provide an accurate record of attendance, and to comply with federal and state laws, unless otherwise provided for under collective bargaining agreements. FLSA exempt employees may be required to record all time worked for billing purposes.

Hourly employees (employees who are identified as being eligible to receive overtime) should not begin work prior to the start of their shift, perform work at home nor work past the end of their shift, without prior authorization by their manager.

SECTION 4: RECRUITMENT AND SELECTION

4.01 GENERAL PROVISIONS

SHA's recruitment and selection process shall be designed to provide an open, competitive system for filling positions. All or portions of the following procedures may be followed when filling vacancies in the exempt service. Recruitment and selection will be coordinated by Human Resources.

4.02 EQUAL EMPLOYMENT OPPORTUNITY

SHA provides equal employment opportunity to all persons in matters affecting, but not limited to, recruitment, compensation, benefits, promotions, training, discipline, transfer, and layoff practices without regard to a person's race, color, religion, national origin, sex, age, marital status, domestic partnership, veteran status, disability, familial status, actual or perceived sexual orientation, gender identity, source of income, or any other legally protected status.

All vacant positions shall be filled in accordance with the Human Resources Rules. The Housing Administrator or designated manager desiring to fill a vacant position shall notify Human Resources. Human Resources shall refer to the Housing Administrator or designated manager the applicants who have been screened in accordance with these Rules ([Link to APP #4.3 Reasonable Accommodations in Employment Policy](#)).

4.03 VACANT POSITIONS

- A. REQUISITION FOR RECRUITMENT. Hiring managers must submit a Requisition for Recruitment to Human Resources via NEOGOV with proper authorization when a request to recruit is made. The hiring manager will ensure that a requisition for the recruitment is based on vacancies in authorized positions and for which funding has been approved, unless the Human Resources Director approves the recruitment for the purposes of generating a list of qualified applicants for future vacancies.
- B. TYPES OF RECRUITMENTS:
 - 1. OPEN COMPETITIVE RECRUITMENTS. Open competitive recruitments will be open to all applicants and must be posted for a minimum of seven calendar days. Open competitive recruitments may also be posted as open until filled or open continuous. Postings that are open until filled or open continuous will be reviewed by the Human Resources Director and approved on a case by case basis.
 - 2. INTERNAL RECRUITMENTS. Internal recruitments are intended to provide developmental opportunities for current employees who desire a position or career change, regardless of whether the job opportunity resides in their current profession, or represents a reassignment, internal appointment, promotion, or voluntary demotion. In order to qualify for an internal recruitment, applicants must be active SHA employees, interns or volunteers as of the closing date of the recruitment. Internal recruitments will be posted on the City of Salem's website for seven days, titled as SHA. Any employee of the City of Salem or SHA who applies to an internal posting for the opposite

agency, if hired is considered a newly hired employee to that agency. No seniority or benefits will follow the individual.

3. **SEASONAL AND PART-TIME EXEMPT RECRUITMENTS.** The manager may request to recruit for part-time exempt or seasonal staff to fill a temporary staffing need to cover vacancies for staff on vacation, sick, or other leave, or for seasonal or other temporary assignments. The collective bargaining agreement may limit the use of part-exempt employees in some classifications.

4.04 RECRUITMENT ANNOUNCEMENTS

All job announcements will specify the job title, minimum and maximum rates of pay for the classification, duties, required minimum qualifications, final date on which applications will be received, and other pertinent information. Human Resources will work with manager to determine the dates of recruitments for filling current and projected vacancies.

4.05 APPLICATIONS

Applications must be submitted online by 11:59 p.m. Pacific Time (PT) on the final filing date listed in the recruitment or the closing date on the job announcement. Applications, once submitted, become the property of SHA and may be disposed of in accordance with state law. A separate application must be submitted for each job vacancy. SHA may require additional or supplemental materials from applicants.

4.06 SELECTION PROCEDURES

Any positions not filled pursuant to reinstatement or reemployment rights under the collective bargaining agreement shall be filled as provided in these Rules.

- A. **GRADING APPLICATIONS.** Human Resources, in partnership with representatives from the hiring manager, will review the experience, education, training and exam answers, if applicable, to determine a final score for each application. Persons considered for appointment to positions with SHA shall meet or exceed the minimum or desirable qualifications for the class as stated in the class specification.
- B. **SECTION 3 PREFERENCE.** Candidates who meet the criteria as outlined in the Section 3 supplemental questionnaire will receive preference points during the departmental qualification portion of the recruitment process. Section 3 is a local low-income applicant whose income is under 80% of median.

- C. **VETERAN PREFERENCE.** Human Resources will add appropriate veteran preference points to the application, testing, and interview scores according to the procedure set forth in the Oregon Revised Statutes (ORS Chapter 408).
- D. **DISQUALIFICATION.** The Human Resources Director or designee may disqualify an applicant at any time during the recruitment process from employment consideration for reasons including but not limited to:
 - a. Failure to meet the minimum qualifications of the classification for which the application was made.
 - b. Inability to perform the essential duties of the class specifications with or without reasonable accommodation.
 - c. Conviction of a crime which would disqualify the applicant from the duties of the position.
 - d. Use or attempted use of political influence, bribery, threats, or intimidation to secure an advantage in obtaining appointment.
 - e. False or misleading statement or omission in the application or at any stage in the hiring process.
 - f. Failure of the applicant to be present at the time and place designated for any portion of the examination process or inappropriate behavior during the interview process.
 - g. Poor job performance while employed in another position in SHA, City of Salem or other employment.
 - h. Prior involuntary separation from SHA or City of Salem employment, or resignation in lieu of termination for reasons which the Human Resources Director deems sufficient to disqualify the person from consideration for re-employment.
 - i. Failure to pass a background check, Department of Motor Vehicles check, drug/alcohol test, if applicable, physical examination, or any other pre-employment examination required for the position.
- E. **EXAMINATIONS.** Human Resources will work with SHA manager to determine the type of competitive examination SHA will administer in order to fairly test and determine an applicant's qualifications to perform the duties of the vacant position. Tests may include, but are not limited to, written examinations, performance tests, experience and education ratings, oral examinations, demonstrations of skills and tests of physical ability to perform the essential job functions, or any combination of tests. Tests may be conducted at any allowed time during the hiring process. Persons selected for employment may be required, based on the position applied for, to take and pass a drug test and/or pass a pre-employment physical.
- F. **INTERVIEW LISTS.** Interview lists for open competitive and internal recruitments will consist of the names of applicants who submitted completed applications, met the minimum qualifications of the position recruitment, and who passed open competitive tests or program review (if

applicable). Human Resources will forward the interview list to the hiring manager. Human Resources will notify applicants of their eligibility for an interview. The hiring department must fairly consider all applicants on the list. Human Resources recommends that the notification of applicants be at least five days before the interview date, if practical.

- G. **ELIGIBILITY LISTS.** Eligibility lists may be used to fill vacant positions by accessing a previously established applicant list for the same classification. The order of names on an eligibility list shall be determined through the use of one or more screening methods and by applying veteran preference points as required by state law. An eligibility list shall be valid usually up to six months from the closing of the recruitment from which the list was developed. An eligibility list may be valid longer than six months subject to approval by the Human Resources Director.

4.07 PAID TIME FOR JOB INTERVIEWS

The Housing Administrator shall grant employees in career and exempt positions time off with pay to take any SHA examination if the examination or participation in an interview occurs during the employee's regularly scheduled work hours. Employees must request the time off prior to the examination or interview.

4.08 APPOINTMENTS

SHA should appoint employees at the beginning of a pay period. If this were to cause undue hardship on the program, then appointments should be made at the beginning of the work week. All appointments must be made in writing and include: the name of the appointee, classification title, representation, probation period, date of appointment, starting rate of pay, and hours of work. A copy of the written appointment must be submitted to Human Resources prior to the start date of the appointment.

No employee may hold appointment to more than one SHA position at the same time.

A. CAREER POSITIONS.

1. Full-time career status positions are positions that have a 1.0 budgeted FTE. As used in these Rules, 1.0 FTE is defined as an employee who works 2,080 hours annually.
2. Part-time career status (PTC) positions are positions that are not part-time exempt service appointments and have a budgeted FTE of less than 1.0. Part-time career status positions accrue benefits on a prorated basis, based on the budgeted FTE for the position. To be eligible for health benefits at the pro-rated amount, a PTC employee must work a minimum of 20 hours per week.

B. EXEMPT SERVICE POSITIONS.

1. **PART-TIME EXEMPT SERVICE POSITIONS.** PTE appointments shall be made according to the following criteria:
 - a. PTE employees shall not work more than an average of 29 hours per week during the rolling 12-month period beginning on the date of hire and shall not exceed 1,200 hours per calendar year. PERS retirees may have additional restrictions.
 - b. PTE employees are not eligible for SHA benefits unless specifically provided for by law, collective bargaining agreement, or these Rules.
 - c. PTE employees are at will employees, unless otherwise provided for by law, collective bargaining agreement, or these Rules.
 - d. Except as provided in subsection (e) below, PTE appointments shall be made in accordance with the selection and recruitment procedures in this chapter.
 - e. Career status employees who retire in good standing may apply for open positions and return to SHA service as a PTE after a 13-week break in service, unless otherwise provided for by collective bargaining agreement. The Housing Administrator may request a waiver of the break in service requirement, provided there is a need by the program for the expertise. Waiver of the break in service must have prior approval by the Human Resources Director and have a specific duration.
2. **SEASONAL POSITIONS.** The Housing Administrator may make seasonal appointments where additional employees are needed during a particular time to perform seasonal tasks or temporary assignments, provided budgeted funds are available to pay the costs of the position.
 - a. Seasonal appointments shall not exceed six months from date of hire. Seasonal student internships may work up to the equivalent of the academic year for some assignments based on the department or program needs.
 - b. A successive seasonal appointment of the same person shall not be made unless there is a minimum of a 13-week break in service.
 - c. Seasonal employees are not eligible for SHA benefits unless specifically provided for by law, collective bargaining agreement, or these Rules.
 - d. Seasonal employees are at will employees, unless otherwise provided for by law, collective bargaining agreement, or these Rules.
 - e. Seasonal appointments may only be to existing classifications designated as seasonal and on the existing seasonal pay plan.

3. **EMERGENCY DIRECT HIRE.** Housing Administrator may request approval for an emergency direct hire of a part-time career position in order to continue critical business services. Emergency direct hires are subject to prior approval by the Human Resources Director.
 - a. Emergency direct hire PTC appointments shall not work more than an average of 29 hours per week in any six-month period during the rolling 12-month period beginning on the date of hire and shall not exceed 600 hours per calendar year.
 - b. Emergency direct hire PTC appointments are eligible for SHA benefits unless specifically provided for by law, collective bargaining agreement, or these Rules.
 - c. Emergency direct hire PTC employees are employed in the bargaining unit to which their classification is assigned, unless otherwise provided for by law, collective bargaining agreement, or these Rules.
 - d. Employees may work one emergency direct hire PTC appointment per calendar year.
4. **LIMITED DURATION POSITIONS.** Limited duration positions are temporary positions within SHA where we hire employees for a specific duration of time either due to funding constraints or project/program-based needs.
 - a. Positions will be identified by classification and candidates will be employed in the unit to which the classification is assigned.
 - b. Limited duration positions may be a benefited position and follow applicable rules or collective bargain agreements, with the exception that they are at will employees and have no property rights, grievance rights, layoff or recall rights, and expectation of continued employment past the end of their assignment.

4.09 VOLUNTEERS

The use of volunteers is recognized as an important aspect of providing the staffing resources necessary to provide quality service. Because a high standard of professionalism is a key component of customer service and a sign of respect for the agency and its clients, standards have been established to ensure that the use of volunteers is consistent with SHA's work standards and mission.

- A. **STANDARDS.** Volunteers will be comprised of the following group of individuals:
 1. Students and job training program participants
 2. Community service participants
 3. Residents and Participants of SHA housing sites and programs
- B. **APPROVAL.** Volunteers must be approved to serve at SHA by a Manager.

- C. **MINIMUM AGE.** To ensure that the workplace environment is safe and productive for workers and clients, volunteers must be at least 16 years of age to serve. Unless they are working on with another organization that is responsible for their actives, i.e. youth group, 4H club.
- D. **BADGES.** Badges must be worn by all volunteers during assignment. Volunteer badges may be obtained from the receptionist and must be returned to the receptionist at the end of the volunteer shift.
- E. **VOLUNTEER APPLICATIONS.** Volunteers must complete a volunteer application prior to beginning the first volunteer assignment with SHA. Applications may be obtained from the Compliance Manager.
- F. **ADHERENCE TO EMPLOYEE POLICIES.** SHA employee policies also apply to volunteers. New volunteers will be issued the policies at the beginning of assignment with SHA.

Volunteers who disrupt the work environment or engage in misconduct of any kind will be terminated without notice from assignment at the discretion of SHA.

4.10 ENTERING THE BUILDING

All employees are issued building entry access in the form of a proxy card. Management staff receive a key to management office doors in addition to the proxy card, and other office employees may receive other keys.

All SHA employees are assigned the appropriate access permissions to the building at the authorized times via the City of Salem's electronic ID-Proximity Card Security Access system.

Lost proxy cards must be immediately reported to the employee's manager. All cards are to be returned upon termination of employment.

4.11 PARKING

SHA's parking spaces are shared by Robert Lindsey Tower residents, SHA management, SHA vehicles and SHA clients. Since parking is limited, most employees are not able to park on the lot. To help relieve the downtown parking problem SHA sponsors Ride-share and "Smart Commute" public transit programs. Contact the City of Salem Permit Center for details, at 503-540- 2441. A bike rack is available for those who wish to ride bicycles to work; restrooms have lockers if a change of clothes is necessary.

Parking permits are paid for via payroll deduction.

4.12 ONBOARDING/ORIENTATION

All new part time exempt, seasonal or career employees are required to attend new employee orientation on their first day of employment, Career employees are generally the first Monday of each new pay period, and PTE or seasonal are the following Monday. Hiring supervisors must request approval from the Human Resources Director for the new employee not to attend new employee orientation on their first day of employment. Seasonal and part-time exempt employees who are appointed to a career position must attend the first scheduled new employee orientation following appointment.

SECTION 5: PROBATION PERIOD AND SERVICE DATES

5.01 PURPOSE

Probationary service provides a working trial period during which an employee in a career position is required to demonstrate that the employee can perform the essential functions of the position. This article applies to all employees except those in the exempt service.

5.02 INITIAL APPOINTMENT

All initial career appointments shall be subject to a probationary period of 12 months unless otherwise specified by a collective bargaining agreement.

The probationary period shall be utilized by the Housing Administrator or manager as an opportunity to observe the employee's work performance, assist the employee in acquiring the skills needed for the position, and to end employment of any employee whose work performance fails to meet the required standards. Manager will evaluate the performance of their employees at mid-probation and 30 days before probation ends.

Generally, leaves of absence will not be authorized during the initial trial service period. However, if a leave of absence occurs, with or without pay, for 15 consecutive calendar days or more, the probationary period will be adjusted or extended by the total number of calendar days of the leave of absence.

Probationary employees may resign or be terminated without cause or notice at any time for any reason. Employees serving their initial probationary period are not considered to have any vested property rights during their initial probationary period.

5.03 CHANGE OF APPOINTMENT

An employee who receives a promotion, demotion, or lateral transfer must complete the remainder of their 12-month initial trial service, or six full calendar months of probation to the classification, whichever is longer, unless otherwise specified by the collective bargaining agreement. Appointments should be made at the beginning of the pay period. During the probation to the classification, the employee is required to demonstrate the ability to perform the essential functions of the position to which the employee has been appointed. The trial service to the classification will begin the first full month worked in a position in the new classification.

Movement from a non-confidential class to the equivalent confidential class is not considered a promotion.

5.04 PRIOR SERVICE CREDIT

A seasonal, limited duration or part-time exempt employee appointed to a career service position in the same classification they served as a seasonal, limited duration or part-time exempt employee, may have all or part of the time spent in the position count as part of the probationary period if there was no break in service between the seasonal, limited duration or part-time exempt appointment and the probationary appointment. The service credits may not exceed six months. The Housing Administrator and Human Resources Director must approve the granting of prior service credit at the time of appointment.

5.05 ACTION AT THE END OF PROBATION

Prior to completion of an employee's probation period, the Housing Administrator or manager must take one of the following actions:

- A. Request the employee be given career status by submitting the employee's performance review to Human Resources. The performance review will affirm that the services of the employee have been found to be satisfactory and recommend that the employee be given career status.
- B. Contact Human Resources and recommend that the employee's services be terminated or, in the case of a promoted employee, that the employee be returned to their previous classification if a vacant position exists in that classification. A Personnel Action Form shall be submitted to Human Resources.
- C. The Housing Administrator may, with the concurrence of the Human Resources Director, extend an employee's probationary period for a specified time not to exceed an additional three months. The employee

shall be notified of the reason for extension and another performance evaluation shall be required at the end of this additional period.

5.06 CONTINUOUS SERVICE DATE

The continuous service date is the date a new employee is first appointed, or the date designated by SHA if adjusted due to leave of absence without pay.

The continuous service date shall be used for determining length of service in connection with layoff and any other matters involving seniority.

Employees who are on leave of absence without pay for 15 consecutive calendar days or more shall have their continuous service date adjusted by the total number of calendar days that they are on such leave. The continuous service date shall not be adjusted for leaves protected under federal and state laws.

5.07 ANNIVERSARY DATE

The anniversary date is the first day of the first full calendar month worked. If an employee begins employment with SHA on the first regular SHA business day of a month, the anniversary date will be the first day of that month. The first regular SHA business day is defined as the first day of the month which falls between 12:01 a.m. Monday and 12:00 p.m. Friday, except for holidays.

If an employee begins employment on the second regular SHA business day or later of a month, the anniversary date will be the first day of the next calendar month.

The anniversary date shall be used to determine employee leave accruals. In the event of promotion or demotion, the anniversary date is not adjusted.

Adjustment of the continuous service date can result in an adjustment of the anniversary date if the continuous service date adjustment results in that date being moved to a later month or later than the first working day of a month (per section 5.06).

5.08 SALARY REVIEW DATE

The salary review date is the date an employee is eligible for a merit increase. The salary review date is the first date of the first full calendar month following successful completion of the probation period, and annually thereafter until reaching top step of the pay range.

If an employee's probation period changes due to extension of probation or serving probation to a classification for promotion or demotion, then the salary review date is adjusted to reflect the new probation period.

If the anniversary date is adjusted due to a change of the continuous service date (per section 5.06), there will be a corresponding adjustment to the salary review date.

5.09 RESTORATION OF SERVICE CREDIT

An employee who voluntarily resigns and who is later rehired by SHA shall have a new continuous service date established and will not receive prior service credit for previous employment.

An employee in the career service who has been recalled from a layoff eligibility list shall receive prior service credit for the length of service prior to the layoff. The employee's continuous service date shall be adjusted by the number of calendar days they were not employed by SHA and the anniversary date shall be adjusted accordingly.

SECTION 6: WORK SCHEDULES

6.01 WORK SCHEDULES

SHA's business hours are Monday through Friday, 7:30 a.m. to 4:30 p.m. (Lobby hours are subject to change). The normal work week shall be 40 hours and the normal work day shall be eight hours. In order to provide the best service to the public, the Housing Administrator may establish operating schedule programs which vary from the normal work schedule of Monday through Friday, 7:30 a.m. to 4:30 p.m.

Represented employees should consult the collective bargaining agreement regarding work schedules and/or shifts.

- A. **ATTENDANCE.** Employees are expected to be at their work location or work station at the beginning of the shift, leaving for and returning from breaks and lunch on time, and continuing to work until the end of the shift. Failure to do so could result in disciplinary action up to and including termination.
- B. **ABSENCE WITHOUT LEAVE.** An employee who does not have sufficient leave time accrued and is not covered by protected leave may request a leave of absence without pay from the Housing Administrator. The Housing Administrator may approve a leave of absence without pay of up to 60 days. A leave of absence without pay will not be granted until an employee has exhausted all other forms of leave.
- C. **ABSENCE WITHOUT NOTIFICATION.** No employee may be absent from duty without advance notification to the manager, or the Housing Administrator. If the employee is unable to give advance notice, then the

employee must contact the manager within 30 minutes of the scheduled starting time.

An absence of three or more consecutive work days, without proper notification, may result in the Human Resources Director declaring the position abandoned and a due process for discharge will be initiated.

- D. **FLEXIBLE WORK SCHEDULES.** Departments may establish employee work schedules which vary from the normal work schedule. All flexible work schedules must have prior approval of the Housing Administrator. Flexible schedules must provide for a 40-hour work week for hourly employees and conform to applicable state laws and collective bargaining agreements.

No employee may hold appointment to more than one SHA position at the same time.

6.02 MEAL AND BREAK PERIODS

Meal and break periods will be provided to non-exempt hourly employees as required by federal and state laws or as provided by the applicable collective bargaining agreement. Hourly employees working six or more hours a day will receive an unpaid meal period of one hour. SHA, for the ease of its staff, closes its doors from 12:pm to 1 pm. Lunches taken outside of this time frame and/or shortened from the one-hour period may be done with manager approval. Employees may not take shorter meal breaks or skip meal breaks in order to leave early. Hourly employees must take a paid 15-minute break period approximately midway through each four consecutive hours of work. Employees may not skip break periods to leave early or extend a meal period.

SECTION 7: EMPLOYMENT POLICIES

7.01 CONFIDENTIALITY

Business conducted at SHA results in every employee being entrusted with very personal information about its clients. It is an absolute must that SHA employees do not breach the confidentiality of that information.

By law, personal information cannot be shared with someone else unless there is a business reason to do so. There may be financial liability to SHA and personally to employees who cause damage to a person by disclosing confidential information.

- A. Personal information about clients (tenants, past tenants, applicants or potential applicants) must not be shared with anyone else unless there is a business reason for doing so. This information may be learned through

review of file materials, interviews, counseling sessions or conversations with other agencies or tenants or acquaintances of tenants.

- B. When discussing client affairs with other SHA employees, it should be for the purpose of conducting SHA business. It should not be for gossip purposes.
- C. Employees should never label clients with derogatory terms to describe their lifestyles, their housekeeping, their mentality, etc. If an employee needs to discuss a client's situation with another employee, the employee should specifically describe a situation as opposed to labeling the person. Example: describe the condition of a unit as opposed to calling a tenant a "pig."
- D. The personal affairs of one client should never be discussed with another client.
- E. If it is necessary to discuss the personal circumstances of a client with a coworker, special care must be taken so other clientele do not overhear the conversation.
- F. Never should personal information about clients (even the fact that someone is receiving assistance or is on a waiting list) be told to anyone who does not have a legitimate business reason to know. (Your spouse and children do not have a business reason to know.)

Occasionally, a tenant or an outside entity will request file data. Under some circumstances that information can be released; however, no one is to release any information from SHA files without first receiving permission from the Housing Administrator or designee. If the Housing Administrator is not in the office, the designee may authorize the release of information.

1. Computer Security

SHA employees access confidential client information every day. Consequently, computer security is extremely important to maintain the integrity of information. To ensure adequate computer security, every employee with computer access agrees to limit the access of others to their individual computer workstations. This means that login information is not shared with others. Temporary and guest login access is available for volunteer and temporary employees.

Employees who are authorized to access client information should do so for legitimate business purposes only. Employees with access to HUD's Enterprise Income Verification (EIV) system will comply with the provisions of the "Rules of Behavior and User Agreement." Any unauthorized release of confidential information will be subject to disciplinary action.

Any evidence of unauthorized access to EIV or known security breaches will be reported immediately to the SHA Administrator who will report the breach to the HUD Field Office's Public Housing or Multi-Family Housing Director.

2. PERSONALLY Identifiable Information (PII) and Sensitive PII

PII is defined as information which can be used to distinguish or trace and individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual.

PII will be maintained confidentially at all times and may not be released without specific written consent of the individual. This includes ensuring that computer screens and files displaying/containing PII are not visible in public areas (including through windows) and taking reasonable measures to safeguard PII, such as locking computer work stations when staff are away from their desks.

In the event of an inadvertent disclosure of PII, staff are instructed to alert a member of the SHA management team immediately.

7.02 TRAINING

SHA encourages and promotes training and development opportunities for employees. Training assists SHA in creating a positive work environment where employees are informed, productive, valued, and respected.

- A. **TRAINING ACTIVITIES.** SHA offers training opportunities that support the growth and development of all SHA employees. Human Resources also assists SHA in meeting their training needs. Training activities may include on-the-job training, SHA-specific training, one-on-one coaching, group facilitation, mentoring, computer-based learning, and conferences.
- B. **APPROVE.** Employees must obtain manager approval before registering for training sessions that occur during work hours or incur an expense for SHA.
- C. **COSTS.** Costs for instructional fees, lodging, meals, and travel will be paid by SHA as appropriate for approved training activities. Employees assigned to mandatory training activities will be paid at the regular rate or overtime rate, whichever is appropriate following the Fair Labor Standards Act (FLSA) regulations on training/travel compensation. Employees must obtain manager approval before registering for or incurring any expenses related to training.

Employees will receive no compensation for time spent outside regular work hours participating in voluntary training.

D. MANDATED TRAINING. SHA may mandate training for new and existing staff as deemed necessary and appropriate. Staff will be notified in advance of mandated training.

E. EDUCATIONAL LEAVE WITHOUT PAY. Educational leave without pay requires approval by both the Housing Administrator and Human Resources Director.

7.03 NEPOTISM

State law (ORS 244.175) prohibits nepotism in public employment. Nepotism is favoritism or bias shown, by a manager or employee with manager oversight, to a family member, member of their household, or someone with whom the manager has an intimate personal or financial relationship. All employees shall avoid being in a position where they are subject to manager or oversight authority by a family member, member of their household, or a person with whom they have an intimate personal or financial relationship. Whenever possible, nepotistic situations shall be prevented from occurring at the time of appointment, transfer, promotion, evaluation, or grievance review.

When potential nepotistic situations arise as a result of organizational restructure, marriage, or development of an intimate personal or financial relationship, the employees involved have an obligation to immediately inform the Housing Administrator or Human Resources. The employees and SHA will jointly make a good faith effort to find an alternative assignment for one of the two employees. Depending on business need, this may include, but is not limited to restructuring duties, assignment to another position, and assignment to another shift or change in supervision. If no alternative assignment is available, it may be necessary for one of the employees to resign.

Policy violations such as failure to disclose nepotistic relationships will be investigated by the Housing Administrator or Human Resources. Policy violations may result in progressive discipline of employees up to and including termination of employment. Manager and lead workers may be disciplined for taking employment actions based upon nepotistic relationships.

7.04 OCCUPATIONAL SAFETY

The safety and health of employees is the SHA's foremost business consideration. No employee will be required to do a job that they consider unsafe. SHA will comply with all applicable OR-OSHA (Oregon Occupational Safety and Health Administration) workplace safety and health requirements and maintain occupational safety and health standards that equal or exceed the best practices in the industry.

SHA will establish a safety committee, consisting of management and labor representatives whose responsibility will be identifying hazards and unsafe work

practices, removing obstacles to accident prevention, and helping evaluate the SHA's effort to achieve an accident-and-injury-free workplace.

SHA recognizes that managers, managers, and all other employees share responsibility for a safe and healthful workplace.

- All employees are accountable for preventing workplace injuries and illnesses. Management will consider all employee suggestions for achieving a safer, healthier workplace. Management also will keep informed about workplace safety-and-health hazards and regularly review the SHA's safety and health program.
- Managers are responsible for supervising and training workers in safe work practices.
- Managers must enforce SHA rules and ensure that employees follow safe practices during their work.
- Employees are expected to participate in safety and health program activities including, immediately reporting hazards, unsafe work practices, and accidents to managers or a safety committee representative, wearing required personal protective equipment, and, participating in and supporting safety committee activities.

7.05 DRESS STANDARDS

Employees must maintain good personal hygiene and dress appropriately for the tasks of their position.

SHA abides by state and federal laws regarding religious clothing in the workplace.

SHA Office Personnel

Generally, attire for SHA employees assigned to office positions ("office" referring to the main office and all property management field offices) is business casual Monday - Thursday. "Business casual" is defined as neat clothing that is less formal than a suit and tie, but more formal than faded jeans, novelty tee shirts, and worn sneakers. Some examples of clothing considered inappropriate for the work place are:

- Tee shirts with advertisements or logos (exception being SHA or collective bargaining representative logos);
- Sweat suits/sweat pants;
- Jogging clothes;
- Provocative clothing (i.e. see-through or low-cut clothing, muscle shirts, spaghetti strap tops, halter tops, tank tops) not covered by another piece of clothing;

- Articles of clothing that expose undergarments;
- Tops that do not cover the midriff;
- Beach or pool-type flip-flops, not including dress slides (all other shoes are appropriate, including athletic shoes);
- Torn, soiled or ragged clothing, including shoes; and
- Cut-offs or gym type shorts (knee-length, hemmed shorts are acceptable).

Casual Friday

Acceptable Casual Friday attire must still maintain a professional appearance and prohibits the all the above. However, tee shirts with logos/images/text are acceptable, providing that the logos, images, and/or text are not indecent, sexist, racist, or otherwise inappropriate for an office setting. Team sports logo wear is generally acceptable Casual Friday wear.

Casual Friday attire also applies to clean-up days, special events, and the work day preceding any holiday.

SHA Field Inspection Personnel

Those engaged in unit and property inspections during a significant portion of the day should dress appropriately for safety and comfort given the weather and range of anticipated duties. Acceptable attire includes:

- Durable slacks, jeans, or coveralls;
- Knee-length, hemmed shorts (cut-offs and gym type shorts are not allowed);
- Hats for sun protection that do not bear advertisements or logos (exception being SHA or collective bargaining representative logos); and
- Boots or shoes providing good traction and support. For safety reasons, open-toed shoes are not permitted for inspection personnel while they are working in the field.

Tattoos, Piercings, and Body Modifications

Tattoos, piercings, and body modifications must be well cared for (i.e. no untreated infection) and not offensive. Some examples include;

Tattoos specifically must not:

- Depict, symbolize, or promote philosophies or organizations advocating intolerance;
- Be indecent (grossly offensive to modesty, decency, or propriety);
- Be sexist (degrading or demeaning to any gender, gender identity, or sexual orientation);
- Be racist (degrading or demeaning based on race, color, ethnicity, or national origin); or

- Advocate racial, gender-based, religious, or ethnic hatred or intolerance.

7.06 WORK CLOTHES, UNIFORMS, OR PROTECTIVE SAFETY DEVICES

The appearance of employees reflects the image of SHA and has a significant impact on the way we are viewed by the public. Our goal in providing uniforms is to maintain consistency throughout the SHA Maintenance Department in regard to dress as well as clearly and professionally identify employees to the public and fellow staff members. We endeavor to provide uniformed personnel with comfortable and professional uniforms that project a good image, are appropriate for assigned duties and climates, and maintain employee safety.

All SHA uniformed personnel are required to wear their uniform at all times specified by this policy. Uniformed personnel are responsible for adhering to this policy and understand that appropriate disciplinary action may be taken for non-compliance.

- Upon reporting for duty, uniformed personnel must ensure they are in the appropriate uniform for scheduled duties and that uniform items are neat and clean.
- Treat the uniform with care, ensuring it is kept clean and presentable without rips, tears, or missing buttons. If uniform becomes faded, ripped, or not presentable, request replacement from Aramark.
- Notify manager of issues or concerns regarding quality and durability of uniform items.
- Uniformed personnel in no way should modify an accepted uniform standard (e.g. ripping/cutting off sleeves of t-shirts)
- Uniforms represent the image of SHA and therefore are only to be worn during work periods and SHA employees are not authorized to wear or take uniforms home for any reason.
- Upon issuance of new uniform items, separation of employment, or expiration of eligible work assignment, all uniform items, as applicable, must be returned to SHA.

Maintenance and Replacement of Uniforms

Required uniforms are supplied by SHA and are considered SHA property. Employees are issued five sets of uniforms each week through Aramark Laundry Services. The uniforms will be properly accounted for and laundered by SHA each week through Aramark laundry services.

Uniform items that are lost or stolen must be reported to SHA Manager no later than the next business day. All other replacements of uniform items shall be on a scheduled basis or as needed. Manager judgment will dictate the interval for replacement of uniform items outside of the normal purchasing cycle. It is the employee's responsibility to maintain the clothing in good condition and request replacement when needed.

For a complete list of what SHA provides for employees and the process for care and maintenance please see the guidelines for uniforms and personal protective clothing/devices.

7.07 WORKERS' COMPENSATION

SHA provides workers' compensation insurance as required by state law. Employees will be provided all the benefits and rights in accordance with ORS 656 and 659.

Pursuant to ORS 659A.043 & 659A.046, employees have re-employment rights after a compensable on the job injury. Employees who have had a compensable injury must provide their SHA Manager written notice that they wish to be considered for re-employment within two work days of the date they are released to return to work. The notification must be accompanied by a certificate from the attending physician who describes the types of work which the worker is able to perform and any physical limitations which may preclude the worker from some types of work. SHA does not guarantee that the work available and suitable for the injured worker to perform will be at the same skill or salary level as the work formerly performed.

If an employee is returned to work within three years from the date the employee filed the workers' compensation claim giving rise to those rights, the employee shall be treated as a laid off employee for the purposes of determining the continuous service date. Reemployment rights only apply to compensable claims filed while the claimant was employed by SHA.

7.08 TRANSITIONAL DUTY PROGRAM

Employees who have a compensable on-the-job injury and who are temporarily unable to perform the duties of their regular position may be assigned to a temporary transitional duty position. Transitional duty assignments are temporary work

assignments, in which the physical requirements do not exceed the limitations placed on the employee by the health care provider. During the period of transitional duty, the employee will receive pay for all hours worked and benefits as though the employee continued in their normal assignment, less any premium payments of which the employee is no longer eligible because of duties they are not performing while on transitional duty.

Employees who are injured but do not have a compensable on-the-job injury may be assigned to a temporary transitional duty position provided that such assignment does not place an undue risk on the employee or SHA. Transitional duty assignments are temporary and shall not normally exceed six consecutive calendar months. During the period of transitional duty, the employee will receive pay for all hours worked and benefits as though the employee continued in their normal assignment, less any premium payments of which the employee is no longer eligible because of duties they are not performing while on transitional duty.

7.09 EXAMINATION PROGRAM

- A. **MANDATORY EVALUATIONS.** Mandatory evaluations may be required for certain job assignments to comply with outside regulatory agencies. Mandatory evaluations include but are not limited to: Commercial Driver's License (CDL), audiometric testing, pulmonary testing related respiratory protection, and asbestos physicals for those whose duties include asbestos abatement.
- B. **OR-OSHA.** OR-OSHA requires that SHA provide preventative vaccination to employees with potential exposure to blood or other potentially infectious materials. Post-exposure vaccinations and screening for tuberculosis, tetanus, and other blood borne pathogens will be provided on a case by case basis as determined by a healthcare provider. The cost associated with occupational related vaccinations will be paid by SHA. Employees who decline to receive preventative vaccination(s) will be asked to sign a waiver noting their refusal.
- C. **PRE-EMPLOYMENT EXAMINATIONS.** All candidates for employment in designated classifications will be required to participate in a pre-employment examination. Pre-employment physicals will be completed by a qualified healthcare provider of the SHA's choice. Candidates may be eliminated from consideration for employment based on the examining healthcare provider's report.

7.10 TELEPHONE COMMUNICATIONS

- A. **TELEPHONE DEMEANOR.** Telephone conversations should be courteous and professional. When answering the phone say, "Salem Housing Authority, this is (first or full name)." Be sure that your conversation meets the following criteria:
- Treat the caller with respect. Every caller to the Housing Authority is a "VIP (Very Important Person)."
 - Avoid slang words. For example, when placing a person on hold, say "just a moment, please," rather than "just a sec," or "hang on."
- B. **TELEPHONE USAGE.** Personal local calls should be placed during appropriate breaks and lunch periods. Personal long-distance calls may not be made from SHA telephones.
- C. **LEGISLATORS/MEDIA.** Inquiries from media/legislators are to be handled by the Housing Administrator's office. If you cannot reach someone in that office, refer inquiries to your manager. If your manager is not available, talk with any manager.

A proper response to a legislator (representative, senator, President of the United States, or representative from their office) is: "Thank you for your inquiry, I will find out who has the information. Someone will get back to you as soon as possible." If the legislator insists on talking with you, explain that you do not have all the information on the topic and that you need to have someone else return the call. It is not appropriate to say, "I am not allowed to talk to legislators."

7.11 WEAPONS POLICY

SHA is committed to providing a safe working environment for all employees. In order to meet this goal no employee shall possess any firearm, or any other instrument used as a dangerous weapon while on duty, or at any other time while in an Authority-owned or controlled building, job site, or vehicle. As used herein, "dangerous weapon means any instrument, article, or substance specifically designed for and presently capable of causing death or serious physical injury." "Possess" means to have physical possession or otherwise to exercise dominion or control over property. This policy takes precedence over an employee's permit or license to carry a concealed handgun.

This policy applies to all Housing Authority employees except those having specific statutory and agency authority to possess the above weapons in the performance of their job duties. Employees will be subject to discipline up to and including termination for any violation of this policy.

7.12 ENTERING UNITS

There are several reasons for establishing policies regarding the entrance into SHA housing units. The primary concern is the physical safety of both tenants and staff. It is also important that precautions be taken to avoid legal liabilities, false accusations, and uncomfortable or inappropriate situations. Finally, good judgment dictates that tenant's homes be entered only when appropriate, and that common courtesy be extended. When entering units SHA staff must always be either wearing SHA uniforms which identify them as SHA employees or wearing on a lanyard or visibly attached to their shirt their SHA proxy badge as identification.

DO NOT ENTER. Under certain circumstances it is clearly inappropriate to enter a unit, such as when a tenant is in the shower, if you are threatened, or when notice has not been given and entrance is denied. However, most situations are not so clear cut. Ultimately, staff must exercise good judgment in determining when to enter (or leave) a housing unit.

Under some circumstances a second staff person should be present before entering. For instance, when threats have been made by the tenant, or if the parents are out and a single minor is present. Any time an employee feels

uneasy or at risk, a second staff person should be present, or entrance should be postponed until the situation changes.

- A. **NO ONE HOME.** Entrance to a unit when no one is present is appropriate if previous notice has been given. In these situations, the following precautions will be taken:
- Hang a "Salem Housing Authority" door hanger on the front and back doors;
 - Close and lock all doors (unless working near the door or frequently going in and out), and secure unit when leaving;
 - Leave a written record of work performed, or reason for entry, including your name, date, and time. State law and the Housing Authority lease agreement require that we leave a written record explaining when and why entrance was made, whether the tenant is present at the time.
- B. **EMERGENCY ENTRANCE.** Occasionally, when there is reason to believe that someone is in danger, or some other emergency exists, staff may enter a unit without notice. Under dangerous circumstances, the police should be called to handle the situation whenever possible. Again, a note should be left explaining the reason for entry.
- C. **UNIFORMS.** Uniforms will consist of shirts and jackets imprinted with the employee's name and "Salem Housing Authority" or the SHA logo.

7.13 REPORTING FRAUD

Employees of SHA are expected to maintain high standards of conduct that render the best possible service to the public and are a credit to the Housing Authority.

SHA employees must be committed to the proper utilization of government funds and following program requirements. Incidences of fraud, willful misrepresentation, or intent to deceive with regard to housing programs are criminal acts. SHA is required to refer any such matters to the proper authority for appropriate action.

Each employee of SHA is asked to be aware of how fraud can occur and to participate in preventing it. Some examples of fraud involving housing employees found by the Inspector General included:

- Accepting payments from owner/managers to certify substandard units as standard;
- Certifying as eligible otherwise ineligible applicants, or coaching applicants to falsify documents;
- Changing an applicant's position on the waiting list;

- Accepting kickbacks from owners/managers/tenants to allow rents in excess of the reasonable rent limitation.

If you know of any violations of a SHA program or of fraud by owners, tenants, or SHA employees, you should report to your manager. SHA will take any action when warranted to ensure that cases of fraud are prevented or prosecuted.

7.14 USE OF OFFICE TECHNOLOGY

Office technology includes the following:

- Computers, facsimile (fax) machines, printers, phones, mobile devices, tablets, copiers, scanners, and other similar devices;
- Information processing systems, data services, software, applications, e-mail, voicemail, and the internet; and
- Any device, including privately owned devices, which access or retain data related to SHA's information and technology systems.

The proper use of office technology is important in effectively carrying out the mission of SHA. Office technology helps SHA employees and volunteers expedite communications and carry out job responsibilities efficiently. Users must exercise good judgment when using office technology. It is important that these tools be used appropriately.

SHA maintains the right to monitor, record, inspect and otherwise log, without notice, all activity utilizing SHA office technology, including non-SHA assets that access or store data acquired from SHA. This is to ensure appropriate usage of provided technologies, to allow IT staff to properly support Information and technology systems, and to comply with all applicable laws, regulations, and policies.

- a. Office technology acquired by SHA is to be used for official business only. Limited personal use of these items is permitted only as specifically provided in this policy and may be subject to monitoring and recording without notice.
- b. Statements made, copied, stored, forwarded, or otherwise transmitted via office technology which degrade, humiliate or embarrass any person are strictly prohibited. This includes, but is not limited to, any degrading comments based on disability; race; color; religion; sex; source of income; familial status; national origin; or actual or perceived sexual orientation, gender identity, marital status and/or domestic partnership.
- c. Forwarding confidential SHA information without proper authorization is prohibited by law and may also violate state or federal law.
- d. To assure compliance with this policy, and to assure quality and accuracy in information provided and used by SHA employees and officials, all devices for the electronic creation, storage, transmission, and manipulation of information in any form are subject to monitoring and inspection under the procedures specified later in this policy.

- e. No employee may disclose his or her password, or the password of another employee, to anyone, including another employee, their manager, or IT staff. In the case of shared accounts which are approved by the Computer Systems Administrator, Shared passwords must be securely communicated to all users with a need to access them, as if it were SPII.

The proper use of SHA office technology enhances productivity and allows SHA to better meet service needs. It is the responsibility of each SHA employee to use this equipment in an appropriate manner. Violation of these policies or procedures may be grounds for disciplinary action. **Employees should not expect that any communication or file which they make or maintain by the use of SHA equipment, is private or personal.**

7.15 SMOKING

Smoking is *prohibited* in the office (including the community room, kitchen, halls and restrooms), tenant's apartments, and SHA vehicles. Smoking is allowed outside in designated smoking areas. Cigarette butts are to be properly discarded. Please choose a location outside that *is not visible to clients and the public*.

7.16 REASONABLE ACCOMODATION IN EMPLOYMENT

SHA will not discriminate against qualified individuals with disabilities, on the basis of their disability, in employment or employment practices. SHA shall engage in an interactive process when a need is identified or an accommodation is requested ([Link to APP 4.3 Reasonable Accommodations in Employment](#)).

7.17 COOPERATIVE WORK RELATIONS

SHA operates as a team in providing public service to the Salem-Keizer community. As individual members of the SHA team, we must each work diligently, efficiently and in close cooperation with one another to achieve the SHA's mission.

7.18 SAFE DRIVING, INSURABILITY, AND VEHICLE USE

1. USE OF SHA-OWNED VEHICLES

All employees when driving on SHA business have certain obligations to operate and maintain the vehicle they are driving in a safe and responsible manner. These obligations include, but are not limited to, the following.

- For SHA Business Only. No employer owned or leased vehicle shall be used for any purpose other than SHA business or related activities.

- Traffic fines, parking tickets, and/or penalties levied for violations of law and for which the employee is directly responsible, shall be paid for by the employee.
- No SHA employee shall operate a vehicle which is not in safe condition.
- An employee driving on SHA business must have in his or her possession a valid Oregon driver's license and must be insured pursuant to this document.
- No employee under the age of 18 shall be permitted to operate a vehicle.
- Employees are prohibited from transporting hitchhikers or any persons not employed by SHA in SHA vehicles.
- SHA employees shall not take SHA vehicles home overnight or weekends unless approved in writing by the Housing Administrator. A written record of such authorization shall be kept.
- SHA vehicles shall not be used for personal benefit, shopping, check cashing, transporting family or friends, etc. Employees who are scheduled for work away from the office or shops for meetings or work which precede and follow the lunch hour may use SHA vehicles to go to lunch.
- Where practical, SHA vehicles should be parked in the public right-of-way to minimize public perception of personal use.
- SHA vehicles, other than those specified for such purposes, shall not push stalled vehicles nor be used for other activities that may damage the vehicle.
- Smoking is not permitted in SHA vehicles at any time.
- Employees shall drive in a safe manner. An employee operating an SHA vehicle in a negligent manner may be held personally responsible for any damage or harm that is caused by such negligent action.
- It shall be the responsibility of each driver to inspect a vehicle before using it to assure the vehicle is in safe operating condition and free from apparent damage that could cause failure while in use.
- SHA shall not be responsible for loss of or damage to personal items left in SHA vehicles.
- SHA has the right to search or track any SHA vehicle at any time without notice.
- When possible, SHA personnel shall consolidate trips to areas such as Central Stores and local commercial enterprises.
- Employees shall also reduce the travel time for service calls by designing travel routes for multiple calls rather than responding to calls individually.

2. DRIVER'S LICENSE / DRIVING RECORDS

An employee whose position requires that he/she have a valid driver's license shall immediately notify the Housing Administrator in writing in the event of any change in their driving record, driver's license status, and/or personal automobile insurance coverage (e.g. driver's license revocation, suspension, restriction, auto

insurance cancellation, etc.) which would cause them to be in non-compliance with this handbook and/or SHA's automobile insurance carrier's insurability standards.

An employee who applies for a promotional or transfer opportunity/position that requires driving on SHA business (and their current position does not), must also submit to the DMV record check and evaluation as set forth in 1 above.

Employees whose positions require them to drive are subject to DMV driving record checks as a condition of continued employment. In the event that a DMV review or other form of notification reveals that an employee's driving record or license status does not meet the insurability standards set forth by the SHA's automobile insurance carrier, the requirements set forth below shall apply.

3. HARRP/HOUSING SHA INSURABILITY CRITERIA

SHA vehicles are insured through the Housing Authorities Risk Retention Pool (HARRP). Effective January 1, 1998, HARRP adopted the following criteria for determining when employees are unacceptable for coverage. Therefore, any driver who fails any of the following insurability criteria, cannot be covered by HARRP's automobile liability program, and must comply with the requirements for non-insurable employees outlined below:

- Driving without a valid driver's license within the past 12 months.
- Operating any motor vehicle under the influence of alcohol or an illegal or controlled substance within the past 36 months.
- Possessing alcohol or an illegal or controlled substance in a SHA owned vehicle within the past 36 months.
- Conviction of three or more moving violations within the past 36 months.
- Two or more "at-fault" accidents within the past 36 months.
- Any combination of two or more license suspensions, restrictions or revocations within the past 36 months.
- Being declared a "negligent driver" by the State Department of Motor Vehicles within the past 36 months.
- Conviction of any moving violation resulting in a fatal accident.
- Conviction of a felony involving the use of a vehicle.

4. REQUIREMENTS/OPTIONS FOR NON-INSURABLE EMPLOYEES

An employee who becomes uninsurable, as determined by HARRP, shall immediately cease driving on SHA business until such time that an alternate resolution, or decision with respect to continued employment, is made and approved by the Administrator. An uninsurable employee may, be subject to termination due to the inability to perform their duties of their position if their position requires driving. Each case will be evaluated on a case by case basis.

5. USE OF PRIVATE VEHICLES

Employees may drive privately-owned vehicles to conduct SHA business only if a SHA vehicle is not available and with the permission of a manager. Due to insurance requirements as outlined by HARP there are considerations outlined in this section that drivers should be aware of.

The “conduct of SHA business” includes miles driven in the personally owned vehicle for SHA purposes, during paid work hours, for any employee. In addition, it includes mileage driven between home or the work site, whichever is the lesser, for any employee who is not overtime eligible but is required to attend night meetings or to return to work in emergencies and call-back situations or to otherwise come back to work after conclusion of the employee's regularly scheduled shift.

Employees using privately-owned vehicles should request reimbursement for mileage expenses by submitting a mileage expense report within ten days after the end of the month in which the mileage expense was incurred. Employees will be reimbursed for such use of their private vehicles at the SHA's current mileage reimbursement rate.

Employees driving privately-owned vehicles are responsible to keep such vehicles properly licensed and to maintain current and adequate auto insurance coverage with minimum liability limits of \$50,000 per person, \$100,000 per occurrence, and \$50,000 property damage.

SHA insurance policies do not extend public liability coverage to employees driving privately owned vehicles.

In case of an accident when using a privately-owned auto for business:

- SHA will not cover physical damage to the employee's vehicle.
- An employee and their insurance carrier is responsible for bodily and property damage.
- An employee's insurance carrier is responsible for damages caused by the employee's vehicle to other vehicles, people or property.
- If the SHA is named in a claim resulting from an accident involving an employee's privately-owned vehicle driven on the job, the SHA's insurance carrier may provide excess or secondary liability coverage for damages not covered by the employee's insurance.
- In case of an accident when an employee is driving an SHA vehicle, the SHA's (not the employee's) insurance is responsible.

6. ACCIDENT REPORTING

All accidents involving SHA vehicles must be reported, even if there is no apparent property damage or injuries. In the glove box of each vehicle is an envelope containing the necessary report forms.

7.19 CONFLICT OF INTEREST POLICY

The following guidelines are presented as examples and are not inclusive of all conflict of interest situations that may arise.

1. Employees, agents or volunteers making field purchases on behalf of SHA must not use their employment status to obtain a discount for personal purchases.
2. Employees must not accept gifts, gratuities or favors from personal or business acquaintances made as a result of their employment with SHA.
3. Employees may not accept remuneration for any product developed by employees for SHA use.
4. Employees must obtain authorization from their manager before purchasing at personal expense any item or items on behalf of SHA, otherwise the expenditure may not be reimbursed.
5. Personal equipment or tools should not be used to complete SHA work. SHA materials or equipment (maintenance and office) should never be used for personal reasons or taken home. In addition, personal projects or business should not be done using SHA equipment and/or materials, during or after working hours.
6. Personal business should not be conducted with SHA clients. Examples are contractors, owners, real estate firms, housing applicants and tenants, and community partners.
7. Items which are abandoned in an apartment should never be taken for personal use. Never throw away items that could belong to a client without receiving permission from your manager to do so.
8. Equipment or materials acquired as a result of employment with SHA should not be taken off the SHA premises unless authorized by a manager. Any scrap sold that results in income must be returned to the SHA.
9. SHA employees are not permitted to bring items from home or purchase items for specific clients. Any items can be donated to the immediate need station for client's needs.

ADDITIONAL FEDERAL PROHIBITIONS

No employee must participate in the selection, award, or administration of a contract supported by a Federal award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when (i) the employee, (ii) any member of his or her immediate family, (iii) his or her partner, or (iv) an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

DECLARATION OF EMPLOYEE'S POTENTIAL CONFLICT OF INTEREST

It is possible that employees may have family members or friends who receive subsidized assistance through SHA. In these cases, employees should complete a disclosure statement and provide this information to their manager. SHA

employees with family members or friends that have a business relationship with SHA must avoid actual or perceived conflict of interest. Employees must not represent SHA in any dealings with program applicants, participants, tenants, landlords, property managers, or community partners. Employees should particularly avoid contact with SHA computer data and file documents of friends or relatives. An employee may guide a friend or relative through the program application process by 1) disclosing the scope of their advocacy role to their manager, and 2) obtaining approved leave to conduct any advocacy during normal work time. Once the family member or friend becomes an applicant for SHA programs, the employee may no longer guide or advocate for them. The employee may play no part in dispute resolution between SHA and SHA clients when a personal relationship exists.

Employees who are bilingual may find themselves being the primary communication link between non-English speaking clients and SHA. This can be a difficult situation since clients sometimes expect the interpreter to be an advocate for them. SHA employees should never put themselves in a position to advocate for the clientele. If necessary, request an alternative interpreter as to maintain the client/caseworker relationship.

Employees may also have family members or friends that contract with SHA to provide maintenance or other services. In these situations, the employee must disclose the relationship to their manager and complete a disclosure statement.

Knowingly violating this conflict of Interest rule may result in progressive discipline, consistent with current labor contracts, as well as loss of services or contract to the third party.

7.20 ENTERPRISE INCOME VERIFICATION POLICY (EIV)

SHA staff are expected to follow HUD Rules regarding EIV and other systems. Any changes to HUD rules that conflict with the SHA HR Rules, HUD rules supersede.

This section describes SHA's policies to protect the confidentiality of Upfront Income Verification (UIV) data obtained through HUD's EIV system, as well as similar confidential data obtained or maintained by SHA. UIV information is private and protected and must not be accessed by or released to anyone without a legitimate business reason to know. Electronic and physical files must be secured so as to prevent all unauthorized access.

UIV data may be used only to verify a tenant's eligibility for participation in a HUD rental assistance program and to determine the level of assistance the client is to receive.

PHYSICAL SECURITY

- All physical files containing UIV data shall be maintained in lockable file cabinets marked "Authorized Personnel Only", accessible only to authorized persons. These cabinets shall be locked after regular work hours and on weekends, or whenever not in use or monitored by a SHA employee with EIV access.
- Areas where confidential files are stored shall be locked and/or indicated by appropriate signage and will be accessible only to authorized persons. All clients entering these areas shall be escorted by an authorized employee. Office doors should be shut when employees are not present and locked after hours.
- All employees or contractors receiving keys to these areas or file cabinets shall sign for receipt of the keys and shall be recorded on a key control log, maintaining a record of everyone with access to the restricted area. Employees receiving keys will sign a statement agreeing to abide by the SHA key policy.

COMPUTER SYSTEM SECURITY

- Access to the EIV system will be granted only to employees whose duties require access for the purpose of tenant income verification.
- Do not save UIV data to local PC hard drives. All UIV data should be centrally maintained on the "M" Drive and in the HMS Database.
- Printouts containing UIV data are to be retrieved from printers immediately, not left unattended where others could see it.
- When working with clients in an office, if staff must leave momentarily (e.g., to retrieve a printout, or make a copy) "minimize" any confidential screens so that confidential data is not viewable. If leaving for more than a moment, lockout your computer (ctrl, alt, delete) before leaving the room.

OVERALL COMPUTER SECURITY

Much of the information accessed on the computers is confidential, and as such, must be protected from unauthorized access, accidental or otherwise. This includes word processing, spreadsheets, Outlook files and particularly housing database and accounting database information. Users must take precautions to

assure that unauthorized persons cannot access or view confidential information. The following are guidelines for computer usage:

DESIGNATED SECURITY OFFICER

The Compliance Manager is the Security Administrator with overall responsibility of EIV data in SHA's various programs.

The **Security Administrator** will monitor and report any EIV security breaches to the Housing Administrator and to HUD.

DESTRUCTION OF UIV RECORDS

- UIV data will be destroyed as soon as it is no longer needed.
- Employees who have individual containers for the disposal of confidential information shall empty their personal containers into a locked container at the end of each work day. Hand tearing or recycling of confidential papers are not acceptable.

SECURITY AWARENESS TRAINING & RECORDS

- Employees with a need to have access will be required to review and sign a "Rules of Behavior and User Agreement" prior to being given access to the EIV system.

IMPROPER DISCLOSURES

- An employee who accesses or discloses UIV data for any unauthorized reason or releases UIV data to an unauthorized person may be subject to disciplinary action, up to and including termination of employment.

7.21 HOUSEKEEPING

SHA (SHA) strives to present a professional impression to its clients and the public. Part of this impression is the condition of all office locations. Offices should always be welcoming and orderly to be ready to meet and greet the public under all circumstances.

Individual SHA employee responsibilities include:

- Vacuuming and dusting own work area as needed. Desired timing of vacuuming will be determined by each manager so that this task is not disruptive to workloads and work schedules can be adjusted if needed.
- Emptying trash and recyclables on a daily basis from work area to larger containers.
- Cleaning interior windows on organized office clean-up days.

- Cleaning up after yourself in the kitchen and other common areas as follows: Kitchen utensils, dishes, pots, etc need to be immediately cleaned up after use. Cardboard boxes should be flattened after they are emptied and put next to the recycling bin.

Additionally, any concerns about office housekeeping matters, such as overflowing trash, fruit flies, bugs or other are to be reported by e-mail to their manager or compliance manager.

Appropriate cleaning tools will be provided in the main office for staff to use for cleaning purposes.

7.22 KEY CONTROL

The purpose of this Key Control Policy is to help protect the life, property, and security of SHA and all its employees. Keys include office door keys, building keys, file cabinet keys, vehicle keys and proxy cards.

No person shall knowingly alter, duplicate, copy, or make a facsimile of any key to a lock of a building or property without completing the key control form and submitting it to the Key Control Manager or designated authority.

All keys remain the property of SHA. All SHA employees issued keys to access SHA equipment or buildings shall complete and sign a Key Use Agreement.

The Key Control Manager will designate an employee to maintain a separate log of facility keys and issue new and replacement keys as needed to employees in maintenance and service area offices.

RETURNING KEYS

All keys shall be returned to Key Control Manager by the key holder.

All lost or misplaced keys shall be reported immediately to your supervisor. It shall be SHA's policy to immediately make adjustments to prohibit access, as needed, to SHA facilities and property accessed by the lost keys.

All found keys shall be returned to the Key Control Manager.

Service Area Offices: Each SHA employee is assigned the appropriate key(s) pertaining to their service area. Maintenance Mechanics are issued Master Keys to each property for On-Call Emergency situations. Occasionally, contractors are issued unit keys.

EMPLOYEE RESPONSIBILITIES

Employees shall only use their keys to access their assigned work areas and must lock doors when leaving any secured area. Employees must also ensure that keys are safeguarded and properly used.

The unauthorized possession use, or reproduction of a key may constitute theft or misappropriation. Any employee who violates this policy may be subject to disciplinary action.

7.23 VISITORS

SHA is committed to a high standard of professionalism, protection of client information, and personal safety for employees and the public. Employees escorting visitors must ensure that client information is not accessible to the visitor at any time. Visitors must enter through the main lobby entrance or the RLT/SHA property management office. Personal visits should be brief.

No visitors may be allowed past the lobby into authorized employees' secured area before 8:30am.

The following standards apply to all employees who receive clients, business partners, or personal visitors:

1. BUSINESS RELATED VISITORS

Clients: Clients must be escorted by employees at all times while in SHA facilities.

Business Partners: Delivery personnel and other business visitors to the RLT/SHA property management office or main office must first check in and be issued an ID tag at the reception desk.

2. PERSONAL RELATED VISITORS

All visitors to SHA offices for non-business purposes (family members, friends, past employees) are to be issued an ID tag at reception and escorted at all times while in SHA facilities. Visits should be brief and not disrupt the work of employees or service to clients.

7.24 NON-DISCRIMINATION

SHA does not discriminate against any person due to disability; race; color; religion; sex; source of income; familial status; national origin; or actual or perceived sexual orientation, gender identity, marital status and/or domestic partnership in accessing, applying for or receiving assistance, or in treatment or employment in any of its programs and activities.

SHA is committed to providing a work environment that is free of illegal bias, prejudice, discrimination, harassment or retaliation of any kind. The purpose of this policy statement is to reaffirm our commitment to equal employment opportunity and to provide a harassment-free work environment for all employees elected officials, applicants, volunteers and contractors providing service to SHA.

Any form of discrimination, harassment or retaliation that violates state or federal law, whether physical or verbal, committed by manager(s) or non-managerially personnel or agents of SHA, is prohibited in the workplace. Harassment, retaliation, or discrimination that may not violate the law, but which violate this policy or SHA rules because they are not conducive to creating a productive, respectful and professional work environment for employees, is also prohibited. As employees of SHA we are all responsible to ensure a workplace and environment free of harassment, discrimination and retaliation any such instance should be reported to management and/or HR for investigation. In cases where discrimination, harassment or retaliation can be established, disciplinary action, up to and including termination, may be taken by the SHA.

MANAGER/ EXPECTATIONS:

Managers have additional responsibility to enforce this policy and maintain a productive non-hostile work environment. Managers must take immediate action to stop and prevent discrimination, harassment or retaliation where they know, or have reason to know, that it is occurring. Tacit approval of discrimination, retaliation and/or harassment (for example: laughing and treating a situation as a joke, failing to take action or advising an employee not to complain) is prohibited.

The following steps have been established for filing and handling complaints by any employee or agent of SHA based on alleged acts of discrimination, harassment or retaliation:

Any individual who witnesses or feels they has been the victim of prohibited discrimination, harassment or retaliation, is encouraged to notify management or human resources of the inappropriate of their conduct.

A current SHA employee is also encouraged to discuss the matter with their manager or with another management employee with whom they feel comfortable. However, an employee may file an internal complaint with the HR Department either by appointment of by completing form SHR001.

7.25 TRAVEL POLICY

The purpose of this policy is to establish the rules for reimbursement of expenses incurred by employees for business-related travel. It describes the procedures employees use to request travel advances and reimbursement of expenses. This policy is intended to be consistent with the Internal Revenue Service (IRS) regulations for travel reimbursement, and state ethics law.

SHA will reimburse employees for qualified expenses incurred while on SHA business.

This Travel Policy applies to reimbursable expenses incurred by employees for travel related to job skills training, professional development, and other SHA business. When the language in this policy is in conflict with language in the Collective Bargaining Agreement, the language of the bargaining agreement will govern.

1. Local Travel Transportation

Employees may use a personal vehicle for local travel on SHA business, provided the employee has prior approval from their supervisor and/or another Manager covering in the direct supervisor's absence.

A mileage reimbursement will be paid for use of a personal vehicle for SHA business. Reimbursable mileage will be measured from the employee's principal place of business to the travel destination(s) and back to the employee's principal place of business.

2. Out-of-town Travel Transportation

All out of town travel arrangements, are made via the Management Staff Assistant. These guidelines will apply;

- Employees must use coach class travel (i.e. plane or train) tickets for SHA business.
- All reservations will be made by the Staff Assistant including; air, hotel and rental car.
- Each employee traveling will be issued a per diem check for meals.
- Air Travel tickets must be purchased 14 days in advance, if time does not allow 14 days management may decline the trip.
- Transportation to and from the airport can be by personal vehicle and/or Airport shuttle. If a vehicle is taken mileage reimbursement will be given according with our above stated policy and parking will be reimbursed with a receipt.
- Travel in a personal vehicle in place of a plane trip will only be reimbursed the cost of the plane ticket if mileage is more expensive and with management approval.
- If traveling with a spouse, SHA will only pay for single occupancy for any hotel/motel rates.
- Any changes to this process must have prior approval from the SHA Administrator

SECTION 8: EMPLOYEE CONDUCT

8.01 STANDARD OF CONDUCT

All employees are required to conduct themselves, while representing SHA, in a manner that is in the public interest as opposed to individual interests. In order to render the best possible service to the public and to reflect credit on SHA, high standards of conduct are essential. The continued employment of every employee shall be conditioned on acceptable behavior and satisfactory performance of duties.

Employees are expected to treat all individuals with respect and dignity and to maintain an environment free from discrimination, harassment or retaliation ([Link to APP #4.4 Non-Discrimination, Harassment, Retaliation Policy](#)). All employees and volunteers are responsible to immediately notify Human Resources or the appropriate SHA management if they observe or become aware of a situation involving discrimination, harassment or retaliation ([HR001 Complaint Form](#)).

8.02 DISCIPLINE

The principal objective of disciplinary action shall be to address misconduct and improve the employee's performance and efficiency. SHA will utilize progressive discipline when appropriate. Specific types of disciplinary action may include: oral reprimand, written reprimand, temporary or permanent reduction in pay, suspension, demotion, and discharge.

Progressive discipline does not preclude SHA from eliminating or foregoing steps, when appropriate, due to the nature, severity, or accumulation of misconduct. The specific disciplinary actions taken and the order in which disciplinary actions are taken depend on the nature and severity of the performance deficiency or behavior, the employee's work history, position held, and prior disciplinary actions.

Violations of different rules may be considered the same as repeated violations of the same rule for purposes of progressive discipline. Serious violations, as determined by SHA, may be dealt with by any of the above measures on the first offense or subsequent offenses.

Any improper conduct by a probationary employee may be considered cause for disciplinary action. Any employee may be terminated without cause or notice at any time during the probationary period.

Serious violations, as determined by SHA, may be dealt with by any of the above measures on the first offense or subsequent offenses.

8.03 CAUSES FOR DISCIPLINARY ACTION

Any action by an employee which tends to affect the employee's ability to perform assigned duties, which threatens the safe and productive conduct of SHA operations, or which endangers SHA personnel or property is improper conduct. Improper conduct includes, but is not limited to:

- A. Improper use of one's position as an employee for personal advantage or gain.
- B. Use of intoxicants or being intoxicated while on duty.
- C. Insubordination.
- D. Conviction of a felony or misdemeanor that is related to the position held by the employee or to a crime which in SHA's judgment would render the person unfit to perform the essential job functions of a particular position.
- E. Offensive conduct or language toward the public, other SHA employees, or SHA officials.
- F. Inefficiency, incompetence, indolence, or inattention to duty.
- G. Improper or unauthorized use of SHA vehicles or equipment.
- H. Theft of SHA property.
- I. Claim of sick leave under false pretenses or misuse of sick leave.
- J. Absence from duty without leave, failure to report after leave of absence has expired or after such leave of absence has been disapproved, revoked, or canceled by proper authorities.
- K. Unlawful discrimination, harassment, workplace violence, or actions and/or language which creates a hostile work environment as defined by law or SHA policy.
- L. Willful violation of any of the provisions of, these Rules, or any rules or regulations which may be prescribed by the Executive Director, Housing Administrator, or management staff.
- M. Solicitation or acceptance by an employee of any reward, gift, or other form of monetary or non-monetary remuneration other than provided by SHA as compensation for the performance of duties.
- N. Failure to adhere to assigned working hours and scheduled workdays, excessive absenteeism or tardiness, and theft of SHA time.

- O. Failure of required drug and/or alcohol test.
- P. Violations of SHA's safety and security standards and practices.
- Q. Willful giving of false information or withholding information with the intent to deceive.
- R. Intentional falsification, omission, or misrepresentation of official statements or document.
- S. Employees making field purchases on behalf of SHA should not use their employment status to obtain a discount for personal purchases. If a business vendor offers the employee a personal discount not offered to the general public, the employee should decline the discount.
- T. Employees must obtain authorization from their manager before purchasing at personal expense any item or items on behalf of the Housing Authority, otherwise the expenditure may not be reimbursed. (Purchases to handle emergency situations are exempted.)
- U. Personal equipment or tools should not be used to complete SHA work. On the other hand, Authority materials or equipment (maintenance and office) should never be used for personal reasons or taken home. In addition, personal projects or business should not be done using Authority equipment and/or materials, during or after working hours.
- V. Personal business should not be conducted with SHA clients. Examples are contractors, owners, real estate firms, tenants, and architects.
- W. Employees must not accept remuneration for any product developed by SHA, gifts or favors from personal or business acquaintances made as a result of their employment with SHA. Gifts offered as a result of placing an order must not be accepted.
- X. Items which are abandoned in an apartment should never be taken for personal use. Never throw away items that could belong to a client without receiving permission from your manager to do so.
- Y. Equipment or materials acquired as a result of employment with SHA should not be sold for scrap unless authorized by a manager. All income derived from such sales must be returned to SHA.
- Z. SHA staff must not purchase, give or loan personal items to clients.
- AA. SHA staff are prohibited from transporting clients in any SHA or their personal vehicle.

- BB. SHA staff may not have direct involvement with SHA clients outside of work. Volunteerism must be through an established organization to prevent conflict of interest.

8.04 APPEALS OF DISCIPLINARY ACTION

Unrepresented career employees may appeal disciplinary action that resulted in economic sanctions. Employees who have not attained career status may not appeal any disciplinary action through these Rules.

Appeals of disciplinary action by represented employees are addressed in the applicable collective bargaining agreement.

Unrepresented career status employees may appeal in writing to the Human Resources Director any disciplinary action of economic consequence, including pay reduction, unpaid suspension, demotion, and dismissal within ten (10) business days of the action. The written appeal must contain the following:

1. The date of the circumstances giving rise to the appeal and the date of the employee's first knowledge of those circumstances if later.
2. A clear and complete account of the circumstances that resulted in the disciplinary action.
3. The specific provision(s) of the Human Resources Rules, policy or principle of just cause the employee believes was violated or misapplied.
4. The remedy sought by the employee.

The Human Resources Director will respond to the employee and provide a copy to the Housing Administrator within fifteen (15) business days from the date the appeal was received by Human Resources. If the appeal remains unresolved after the fifteen (15) day period, the employee may, within five (5) business days submit the appeal to the Executive Director.

The Executive Director or designee will respond to the employee within fifteen (15) days from the date the appeal was received by the Executive Director's Office. The response of the Executive Director will be final and will resolve the appeal.

Any or all-time limits specified in the disciplinary appeal procedure may be waived by mutual consent of the parties

SECTION 9: GRIEVANCE POLICY

9.01 POLICY

It is the policy of SHA to provide an orderly process whereby the employee may have their problems and complaints considered fairly and efficiently without fear of

reprisal. Every effort should be made first to find an acceptable solution by informal means with the manager.

Employees represented by a bargaining unit shall follow the grievance procedures outlined in the applicable collective bargaining agreement. Grievances for employees not subject to the terms of a collective bargaining agreement shall follow the procedures outlined by these Rules.

9.02 PROCEDURES

- A. **NOTIFICATION.** An employee who believes a grievance exists which has not been resolved by informal means must reduce the grievance to writing. The written grievance must contain:
 - 1. A clear and complete account of the action or inactions by SHA (a manager or some other authority in SHA) which adversely affected or affects the employee.
 - 2. The specific provision(s) of these Rules believed to have been violated or misapplied to the employee.
 - 3. The date of the circumstances giving rise to the grievance and the date of the employee's first knowledge of those circumstances if later.
 - 4. The remedy sought by the employee to resolve the grievance.
- B. **NON-ECONOMIC GRIEVANCES.** An employee who believes a grievance exists involving a non-economic issue or sanction must present the written grievance to his or her manager within ten (10) business days of the occurrence or the employee's first knowledge of those circumstances.

The manager shall attempt to resolve the grievance with the employee. If the written grievance is not resolved within fifteen (15) business days from the date of submission to the manager, it may be submitted within five (5) business days to the Housing Administrator.

The Housing Administrator or designee will respond to the employee within a reasonable time, but no longer than fifteen (15) regular business days from the date the grievance was received by the Housing Administrator. The response of the Housing Administrator will be final and will resolve the grievance.

- C. **ECONOMIC DISCIPLINARY GRIEVANCES.** An employee who disagrees with an economic sanction imposed as part of a disciplinary action may grieve such discipline. A written grievance must be filed with the manager who imposed the discipline within ten (10) business days of the notification of the discipline. The manager shall attempt to address

the grievance with the employee and resolve it. If the written grievance is not resolved within fifteen (15) business days from the date of submission to the manager, it may be submitted within five (5) business days to the employee's Housing Administrator.

The Housing Administrator or designee and the employee will attempt to resolve the grievance within a reasonable time, but no longer than 15 business days from the date of submission of the written grievance to the Housing Administrator. If the grievance remains unresolved after the 15 day period, the employee may submit it within five business days to the Human Resources Director or designee.

The Human Resources Director will respond to the employee within a reasonable time, but no longer than fifteen (15) business days from the date the grievance was submitted to the Human Resources Director. If the grievance remains unresolved after the fifteen (15) day period, the employee may, within five (5) business days submit it to the Executive Director.

The Executive Director or designee will respond to the employee within a reasonable time, but no longer than fifteen (15) business days from the date the grievance was received by the Executive Director's Office. The response of the Executive Director will be final and will resolve the grievance.

Any or all time limits specified in this section may be waived by mutual consent of the parties.

SECTION 10: SEPARATION OF EMPLOYMENT

10.01 RESIGNATION

An employee may resign or retire from SHA service by providing written notice to the Housing Administrator, manager, or Human Resources. An employee must give two weeks' notice to be seen as having resigned in good standing. The Housing Administrator may, in extenuating circumstances, permit/request a shorter notification period.

The department must submit the Personnel Action Form to Human Resources with the resignation or retirement letter. The effective date on the Personnel Action Form must be the last day the employee worked.

10.02 LAYOFF

Layoff procedures for all unrepresented career status positions shall be covered by these Rules. Unless provided for in a collective bargaining agreement, part-

time exempt, limited duration, and seasonal employees are at will employees and have no layoff rights.

Layoff procedures for represented employees are established by provisions of the collective bargaining agreement.

The Housing Administrator may layoff an employee without prejudice because of changes in duties in the organization, lack of funds, curtailment of work, program, or services, or for any other legitimate reason as determined by SHA.

- A. **ORDER OF SEPARATION.** The department will identify the position(s) to be eliminated. In the event there is more than one position in the same classification within the department, the order of layoff will be based on the following factors:
- Retention of specific programs or services
 - Job skills and ability
 - History of discipline and/or corrective actions
 - Special skills, licenses, registrations, and/or certifications
 - Efficiency of SHA operation
 - Experience, education, and training

Evaluation of these factors is at SHA's discretion. When all the factors are equal, SHA will lay off or reduce the hours of the employee with the least length of service.

- B. **NOTIFICATION.** Any department contemplating eliminating a position and laying off an employee must contact Human Resources as early as possible but not less than twenty (20) work days prior to the proposed layoff. The Housing Administrator or designee shall notify the employee in writing of a pending layoff at least ten (10) work days before the effective date. The notice must state the reason and effective date of the layoff. SHA must send a copy of the notification to Human Resources.
- C. **OFFER OF ALTERNATIVE EMPLOYMENT.** The Housing Administrator may, with the approval of the Human Resources Director, offer an employee who is laid off a vacant position in another classification for which, in SHA's judgment, the employee is qualified. If the employee accepts such an appointment, the employee's name shall be placed on the layoff eligible list for the employee's present classification. If the employee is offered a position and does not accept appointment in another classification, the employee's name shall, upon layoff, be placed on the layoff eligible list for the employee's present classification.
- D. **LAI D OFF EMPLOYEES ON LAYOFF LIST.** The names of employees who have a satisfactory employment record and who have been recommended for reemployment by the Housing Administrator shall be

placed on a layoff eligible list. The laid off employee will remain on the recall list and have recall rights to vacant positions in the same classification and same department in which they were laid off. Laid off employees will remain on the recall list for a period of one year following the date of layoff. The order of names on layoff eligible lists shall be determined by seniority of service as determined by continuous service date. Laid off employees who have been notified in writing that they are being recalled to a vacant position must report to work within 14 calendar days or their names will be removed from the layoff eligible list. SHA will attempt to contact the employee by certified mail at the last address listed in the employee's personnel file. If the letter is returned unclaimed, the employee's name will be removed from the layoff eligible list.

- E. **DECLINATION OF APPOINTMENT FROM LAYOFF LIST.** An employee who is offered appointment to a vacant position in the laid off classification may decline within 10 days of being offered the position. Declining the appointment shall result in removal of the employee's name from the layoff eligible list.
- F. **REFUSAL TO RE-EMPLOY FROM LAYOFF LIST.** The Housing Administrator may, with approval of the Human Resources Director, refuse to re-employ an employee from a layoff list when, in the judgment of the Housing Administrator, the position to be filled requires knowledge, skills, and abilities which the employee does not possess in sufficient amount to make it probable the employee can satisfactorily perform the duties. If an employee is refused reemployment, such refusal shall not cause the employee's name to be removed from the layoff list.
- G. **RIGHTS UPON RECALL.** When an employee on layoff status is recalled by SHA, the amount of sick leave which that employee had accrued at the time of layoff shall be reinstated. This applies to employees returning to the job class from which they were laid off as well as to those accepting replacement employment. The period of being laid-off shall be treated as a leave of absence without pay for the purposes of adjustment of continuous service.

10.03 SEPARATION PROCEDURES

- A. **RETURN OF SHA PROPERTY.** Upon termination of employment, an employee must return all SHA property in the employee's possession by the last day of employment. It is the manager's responsibility to ensure the return of SHA-issued equipment.
- B. **FINAL PAYCHECK.** SHA requests two weeks advance notice prior to any resignation or retirement. An employee who provides at least 48 hours' notice, excluding Saturdays, Sundays, and holidays, will receive the final paycheck on the last day worked. If such notice is not given, the employee will receive the paycheck within five days, excluding Saturdays, Sundays,

and holidays, or on the next regularly scheduled payday, whichever first occurs. An employee will receive the final paycheck immediately if the separation is involuntary.

- C. **LAST DAY WORKED.** An employee's last actual day and hour of work is the effective date and hour of termination. Employees who resign may not use vacation, holiday, compensatory, administrative leave, or unpaid leave to extend their date of termination past their last day actually worked.
- D. **EXIT INTERVIEWS.** Any employee separating from employment may request or be requested to participate in an exit interview conducted by the Human Resources Director or designee.

10.04 DEATH OF EMPLOYEE

In the event an employee dies, the Housing Administrator or designee must:

- Notify the Human Resources Department's Benefits Manager or designee to ensure prompt notification is made to the applicable insurance carriers.
- Submit a Personnel Action Form to Human Resources as soon as possible stating that the employee is deceased.
- Timely submit the employee's final timecard and payment request to payroll for processing.
- Coordinate with Human Resources for disbursement of pay.
- Facilitate the return of personal or retrieval of SHA property.

SECTION 11: EMPLOYEE BENEFITS

11.01 PURPOSE

SHA provides employee benefits. Except where noted, all benefits set forth in these Rules apply to all unrepresented career employees. Limited benefits may be offered to seasonal and part-time exempt employees when required by federal or state law.

Represented employees shall refer to their respective collective bargaining agreement for matters involving eligibility, enrollment, premium contributions, and coverage during leaves of absence.

11.02 HEALTH INSURANCE

SHA provides health insurance benefit options including medical, prescription, dental, and vision coverage for employees and their eligible dependents.

A. ELIGIBILITY.

1. All unrepresented employees in the career and exempt service.
2. Part-time career with a budgeted FTE of 0.5 or greater are eligible to receive SHA contributions up to the percentage of the budgeted full-time equivalency of the position held. The employee is responsible for paying the remainder of the premium.
3. Part-time exempt and seasonal employees are not eligible to participate in SHA's health insurance program, unless enrollment is required by federal or state law.
4. Limited duration employee hired to work 0.5 hours or more per week are eligible to receive City contributions up to the percentage of the FTE equivalency for the position held.

B. ENROLLMENT. Enrollment in SHA's health insurance program is limited to the following periods:

1. Within 30 days of the initial benefits orientation with Human Resources.
2. During SHA designated annual open enrollment period, for coverage effective January 1st of the following year.
3. Within 30 calendar days of a qualifying event.

C. PREMIUMS. SHA will pay such portion of the monthly premium for eligible unrepresented employees as authorized by the SHA Board of Commissioners. The employee will be responsible for paying the remainder. If an employee contribution is required, no SHA contribution will be made without the employee contribution being made.

E. COBRA AND EARLY RETIREES. SHA complies with all state and federal laws on early retiree and COBRA benefits. Health plan participants no longer eligible for coverage as an active member may be eligible to purchase coverage under SHA's health insurance program for a limited time in accordance with federal and state laws.

11.03 LONG TERM DISABILITY INSURANCE

SHA provides long term disability insurance to all unrepresented employees in the career and exempt service. Seasonal and part-time exempt employees are not eligible for long term disability insurance. SHA will pay the monthly premiums for eligible unrepresented employees as authorized by SHA Board of Commissioners.

11.04 LIFE INSURANCE

SHA provides all unrepresented career service employees with term life insurance and accidental death and dismemberment (AD&D) insurance. Seasonal and part-time exempt employees are not eligible for life and AD&D insurance. SHA will pay the monthly premiums for eligible unrepresented employees as authorized by SHA Board of Commissioners.

11.05 EMPLOYEE BENEFITS DURING LEAVES OF ABSENCE

- A. PAID LEAVE. Benefits coverage will continue during all paid leaves of absence. Participation and coverage will continue as if the employee continued working.
- B. PROTECTED LEAVE. Coverage will continue during authorized protected leave whether paid or unpaid. Participation and coverage will continue as if the employee continued working.
- C. AUTHORIZED UNPAID LEAVE. Participation and coverage will continue through the month in which authorized unpaid leave begins. Employees may elect to continue coverage at their own expense through COBRA.

11.06 RETIREMENT

- A. PERS/OPSRP. SHA participates in the Oregon Public Employees Retirement System (PERS) and Oregon Public Service Retirement Plan (OPSRP). Subject to the provision of Oregon law, SHA will contribute 6% of eligible employee wages and participate in the sick leave conversion program.
- B. DEFERRED COMPENSATION. Employees may elect to contribute pre-tax income through payroll deduction to SHA sponsored 457 Deferred Compensation Plan. Contributions are limited to amounts specified by the Internal Revenue Service (IRS). Unrepresented new employees hired on or after January 1, 2018, will be automatically enrolled in the City's deferred compensation program, at the rate of one percent (1%) of their pre-tax wages, unless the employee chooses to opt out.

11.07 VOLUNTARY BENEFITS

SHA offers a variety of optional insurance programs. Employees who participate in optional insurance programs do so through payroll withholdings at their own expense. An employee on unpaid leave status must make their own arrangements with the Human Resources Department benefits representative to continue

insurance benefits at their own expense, subject to the contract terms and conditions between SHA and the insurance carriers.

11.08 EMPLOYEE ASSISTANCE PROGRAM

SHA maintains an Employee Assistance Program (EAP). EAP provides for confidential counseling sessions for eligible unrepresented career service and exempt service employees and their families, subject to the limitations of the EAP plan. Employees may access EAP services voluntarily without referral. Management may make a mandatory EAP referral to address an employee's unacceptable workplace behavior or job performance issue.

SECTION 12: HOLIDAYS

12.01 HOLIDAYS

A. HOLIDAYS. The following are recognized holidays for unrepresented employees in SHA career and exempt service.

- New Year's Day – January 1
- Martin Luther King, Jr. Holiday – 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
- Veterans Day – November 11
- Thanksgiving Day – fourth Thursday in November
- Friday after Thanksgiving
- Christmas Day – December 25

In addition to the foregoing, any other special day declared to be a holiday by SHA Board of Commissioners shall be deemed a holiday.

Holidays and holiday leave/banks for represented employees are established in the appropriate collective bargaining agreement.

B. FLOATING HOLIDAYS. Career status employees will accrue two (2) eight-hour floating holidays in January of each year. Employees hired after January 1 shall receive one (1) floating holiday during their first year of employment. Accruals will not be available for use until the first full pay period in January.

Floating holidays may be used by an employee, with the prior approval of their manager, on any work shift requested by the employee. Operational needs shall be the determining factor in the manager's approval or denial of such leave requests.

An employee who terminates employment shall be entitled to payment for accrued floating holiday leave. An employee shall not be allowed to extend their termination date by utilizing accrued holiday time.

- C. **HOLIDAY BANKS.** Accrued holiday leave banks that existed as of January 1, 2016, may be taken as leave or cashed out at separation of employment. New holiday hours shall not be added to pre-existing holiday leave banks.

Holiday leave must be used in the calendar year in which it is accrued. All holiday hours accrued in a calendar year and not taken as leave (except those that existed prior to January 1, 2016) will be paid to the employee on the first full paycheck in December.

- D. **TIME WORKED ON A HOLIDAY.** Working on a holiday is strongly discouraged and not permissible for accruing additional holiday leave hours. In the event management or unrepresented salaried employees must work on a holiday as required and approved by the Housing Administrator, time worked will be compensated at the employee's regular rate of pay and the holiday will be accrued to be taken at a later date.

Unrepresented employees who work on a holiday and are eligible for overtime compensation shall receive 1^{1/2}-time compensation for the time worked on a recognized holiday, holiday hours are banked. Additional holiday compensation is not paid for time worked on floating holidays.

- E. **WEEKEND HOLIDAYS.** Whenever a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday. Employees working an irregular work week shall observe the actual holiday as the holiday if it occurs on one of their regularly scheduled work days.

- F. **HOLIDAY COMPENSATION.** An employee must be on paid status the last scheduled work day before and the first scheduled work day after the holiday in order to receive holiday compensation. Part-time career employees will receive prorated compensation for holidays on the same basis that the budgeted FTE of their position bears to a full-time position.

- G. **HOLIDAY EXCHANGE.** Holiday exchange program is a way to allow salaried exempt employees to work on holidays in exchange for an additional day off at a later time. Holiday's exchanged expire on December 31st and have no cash value. To take advantage of this program, an employee must notify their supervisor as well as complete the HR067 Holiday Exchange Form and submit it to their department Human Resources Analyst.

- H. **RELIGIOUS OBSERVANCES.** A department should accommodate an employee's request to be away from work for religious holiday

observances. Such time off shall be charged to paid leave other than sick leave. If no paid leave is available, time shall be charged as unpaid leave. SHA will attempt to make a reasonable accommodation unless it results in undue hardship on the department's operational needs or resources.

- I. **HARDSHIP PAYMENT REQUEST.** Employees can request hardship payment of accrued holiday leave subject to approval by the Human Resources Director. Hardship is defined as a financial emergency caused by an event beyond the employee's control. Medical expenses resulting from the sudden illness or accident; loss of or damage to property due to an accident, disaster, destruction, or theft; or other similarly extraordinary and unforeseeable circumstances arising as a result of events beyond the employee's control are examples of unforeseeable emergencies.

SECTION 13: FORMS OF LEAVE

13.01 VACATION LEAVE

- A. **ACCRUAL OF VACATION LEAVE.** Vacation leave shall be earned at the rate shown below on the pay period following the accrual.

Vacation leaves and maximum accruals for represented employees are established in the appropriate collective bargaining agreements. Vacation leave for unrepresented employees shall accrue according to the schedules below.

UNREPRESENTED EMPLOYEES:

MONTHS	HOURS BI-WEEKLY	DAYS/YEAR
1-48	3.693	12.00
49-108	5.19	16.87
109-168	5.96	19.38
169-228	6.23	20.25
229-288	6.92	22.50
289+	7.30	23.75

- B. **ACCRUAL FOR PART-TIME EMPLOYEES.** Part-time career employees shall accrue prorated vacation hours based upon the relationship their authorized FTE bears to a full-time position. For example, a 0.5 FTE employee shall be eligible for one-half of the monthly accrual of a 1.0 FTE with the same months of service. Such proration shall be in increments of five percent. The maximum accrual allowed for part-time employees shall be based on the proration described herein applied to the maximums allowed in (E) below.

- C. EFFECT OF UNPAID LEAVE. Employees having cumulative unpaid leave during a pay period shall accrue vacation leave at the following rates:

HOURS UNPAID LEAVE	VACATION ACCRUAL
0 - 18	100%
19 - 36	75%
37 - 55	50%
56 - 73	25%
74 - 80	0%

- D. MAXIMUM ACCUMULATION. Unrepresented employees will have no maximum limit on vacation leave accumulations that may be used as leave. Vacation leave shall have maximum accumulation value at the time of separation of no more than two years total accumulation.

Unrepresented employees, who have more than two years of vacation accruals and have taken 80 hours of vacation leave in the preceding 12 months, may request a payout of 40 hours of vacation leave in June of each year. Request for payout must be submitted for approval to the Department Director and are contingent upon the department's ability to pay.

- E. SCHEDULING OF VACATIONS. The time at which an employee may take vacation leave shall be determined by the Housing Administrator or manager, with due regard to the employee and the operational needs of SHA.

- F. VACATION PAY UPON SEPARATION. An employee, who terminates after completion of six-month initial probationary service to SHA, shall be entitled to payment for accrued vacation leave.

Employees who have not completed six months of their initial probation to SHA will not be entitled to accrue leave payouts, unless vacation leave was offered as part of the initial appointment to SHA. If vacation leave was included as part of the initial appointment, the employee will be entitled to vacation leave payout of either the amount included in the initial offer or their remaining front-loaded vacation balance, whichever is less.

The last day an employee works shall be his/her date of separation. An employee shall not be allowed to extend his/her separation date by utilizing accrued leaves. An employee shall not receive payment for more than the maximum accumulation allowed. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

13.02 SICK LEAVE

- A. ACCRUAL OF SICK LEAVE. Sick leave shall accrue at 3.692 hours bi-weekly. Employees having unpaid leave during a calendar month shall

accrue sick leave prorated in the same manner as vacation leave. Sick leave shall not accrue during any period of leave of absence without pay.

Unless otherwise covered by the collective bargaining agreement, seasonal and part-time exempt employees will accrue one hour of sick leave for every 30 hours of time worked. Seasonal and part-time exempt employees must work 90 days before becoming eligible to use accrued sick leave.

- B. **SICK LEAVE ACCRUAL DURING PROBATION.** New unrepresented employees accrue and may use sick leave during their initial probation period. Sick leave may be used for sick leave after hours are earned. Employees having unpaid leave during a calendar month shall accrue sick leave prorated in the same manner as vacation leave.
- C. **USE OF SICK LEAVE.** Employees may use sick leave when unable to perform their work duties by reason of illness, off-the-job injury, pregnancy, post-partum recovery, necessity for medical or dental care, or by serious illness in their immediate families requiring the presence of the employee, for such period as the employee has sick leave credit.
- D. **SICK LEAVE AND OUTSIDE EMPLOYMENT.** Employees may not use sick leave if continuing to work at another job during the same 24-hour period for which sick leave is requested.
- E. **CERTIFICATION OF ILLNESS.** The Housing Administrator or the Human Resources Director may require certification of the health care practitioner to substantiate that an illness or injury prevents or did prevent the employee from working. At SHA's discretion, SHA may direct that an employee be examined by a physician or practitioner of SHA's choice and at SHA's expense to determine if the employee is able to fully perform the duties of their position.
- F. **SICK LEAVE INVESTIGATION.** If a manager believes that an employee is using sick leave for reasons other than the employee's own illness, the illness of an immediate family member, injury, medical or dental care or other qualified protected leave, the manager may initiate an investigation by contacting Human Resources. If Human Resources agrees with the manager's assessment, Human Resources will investigate. As part of the investigation, Human Resources may contact the employee and ask the employee to provide information to address the concerns. Human Resources will share the investigation findings with the Housing Administrator and the employee's manager.
- G. **SICK LEAVE UPON SEPARATION.** Employees will not be compensated for accrued sick leave at time of separation. Accrued sick leave hours will be reported to PERS as part of the sick leave conversion program for eligible employees in accordance with PERS rules and procedures.

13.03 BEREAVEMENT LEAVE

SHA provides career status unrepresented employees a maximum of forty hours of SHA-paid bereavement leave, per qualifying occurrence, in the event of the death of a member of the employee's immediate family or household. The Housing Administrator may grant up to 8 hours of SHA-paid bereavement leave for the death of a relative who is not immediate family.

Unpaid bereavement leave may be available to qualifying employees under the Oregon Family Medical Leave Act (OFLA). Employees may use accrued leave while using bereavement leave that is not SHA-paid. SHA-paid bereavement leave runs concurrently with OFLA.

13.04 COMPASSIONATE LEAVE

In the event that a SHA employee dies, other SHA employees may be granted, at the discretion of the Housing Administrator or designee, up to three hours of paid leave for to attend the service.

13.05 JURY DUTY

SHA shall grant employees in the career service paid leave for jury duty. An employee excused from jury duty or a court appearance before the end of the workday shall report immediately to the employee's manager. The employee should tell the court that they are a government employee and they will not be compensated by the court for their time. The employee may retain payment for mileage but must waive all jury and witness fees. To be compensated by SHA for their time in jury duty a court clerk note is required.

13.06 COURT APPEARANCE

Employees shall be granted time off for appearance in response to a subpoena before a court, legislative committee, or judicial or quasi-judicial body on a matter not related to their official duties. Employees will not be eligible for SHA-paid leave if they are subpoenaed for a non-work-related dispute in which the employee is the plaintiff, defendant, or a witness, or if it involves a dispute between SHA and the employees. Employees will use accrued leave, if available.

Attendance in court in connection with an employee's official assigned duties, including the time required going to the court and returning to the regular work site, is considered time worked.

13.07 LEAVE OF ABSENCE

In instances where there will not be an undue hardship by the temporary absence of an employee, the Housing Administrator may grant a leave of

absence without pay not to exceed 90 calendar days. Leaves of absence without pay for periods in excess of 90 days must be approved by the Human Resources Director. Request for such leave must be in writing and must establish reasonable justification for approval of request. Such leave will not be approved for an employee who is accepting employment outside SHA service.

13.08 STATUTORY PROTECTED LEAVES

SHA shall adhere to federal and state governing laws regarding protected leaves. Protected leaves include but are not limited to: Military Leave, Family Medical Leave, Oregon Family Medical Leave, Oregon Victims of Certain Crimes Leave, and Peace Corp Leave ([Link to APP #4.5 Protected Leave](#)).

13.09 GOVERNMENT LEAVE

SHA will provide leaves for military, Peace Corps, United States public health service and other public services as required by state and federal law.

A. MILITARY LEAVE

1. REGULAR MILITARY DUTY LEAVE

- a. Any employee inducted or enlisted into active service in the Armed Forces of the United States shall be deemed absent on unpaid leave until released from active service unless the employee dies, resigns or is discharged from duty other than honorable conditions.
- b. In order to continue employment with SHA after military duty, the employee must be qualified to perform the duties of his or her position and must notify SHA of his or her intent to return to work.
- c. Employees returning to SHA service after military leave shall be restored to their old positions without loss of seniority or benefits and shall accrue seniority while on active military duty.
- d. Employer will continue to pay SHA paid health benefits for a period not to exceed one (1) year.

2. RESERVIST MILITARY DUTY LEAVE

- a. Employees who have worked for SHA for six months or more are eligible for fifteen (15) days of paid military leave each federal fiscal year for the purpose of serving in temporary active or inactive duty. Such leave will be paid in compliance with current State and Federal law. If the employee is a member of the Oregon organized militia and is called to active state duty, the employee shall be paid in accordance with related state statutes.

- b. Employees are paid only for their regularly scheduled work days in compliance with current State and Federal law.
- c. Employees may receive, upon request, additional periods of leave for temporary active or inactive duty training. Such leave shall be without pay unless the employee requests the use of accrued vacation leave, holiday leave, or compensatory time.
- d. Employees who request military leave must complete the application process for protected leave and submit it to their department Human Resources Analyst prior to the beginning of the leave period.

C. ALTERNATIVE DUTY LEAVE

- 1. Any full-time salaried career employee who serves as a volunteer in the Peace Corps shall be deemed absent on unpaid leave during the period of service up to a maximum of two years.
- 2. Upon returning, the employee shall have the right to be reinstated to the position held before the leave was granted.
- 3. Failure of the employee to return to work within 90 days of the termination of the service shall be cause for dismissal.

13.10 MILITARY LEAVE SHARING PROGRAM

A career employee is eligible to participate in the Military Leave Sharing Program as a recipient or donor in accordance with collective bargaining agreement or this section.

The intent of the Military Leave Sharing Program is to provide a means for employees to financially assist another employee who is on military leave and whose rate of pay while on active duty is less than the employee's base wages as a SHA employee. Donated leave is used to bridge the difference in income while the employee is on military leave.

- A. **PARTICIPATION.** Career employees on voluntary or involuntary active military duty may request donations. The employee must provide the anticipated date of return to work and documentation of the rate of pay the employee will receive, including any differentials and special pay, while on active military duty.
- B. **DONATION.** Employees may donate accrued vacation hours, holiday hours, or compensatory time hours to an individual employee or the Military Leave Pool. Donated leave is irrevocable by the donating employee.

- C. **COMPUTATION.** The dollar value of the donated leave will be calculated by multiplying the donor's hourly rate times the number of hours donated. The Military Leave Pool will contain a dollar amount, not a number of hours. When time is donated to a recipient, the number of hours awarded will be multiplied by the recipient's hourly rate to determine the dollar amount that will be subtracted from the pool.
- D. **LIMITS ON DONATED LEAVE.** The maximum donated leave an employee on military leave may receive is the equivalent of the difference between the employee's military rate of pay and the employee's SHA rate of pay for up to 18 months of work.

Donations are not available to employees on military leave for routine training or other similar activities.

13.11 CATASTROPHIC LEAVE

A career employee is eligible to participate in the Catastrophic Leave Sharing Program among SHA employees. Employee recipients or donors must follow the collective bargaining agreement or these Rules.

The intent of the Catastrophic Leave Sharing Program is to provide a means for employees to assist co-worker who is unable to work due to the employee's own catastrophic injury or illness, or to care for an immediate family member who has a catastrophic injury or illness.

- A. **CATASTROPHIC INJURY OR ILLNESS.** A catastrophic injury or illness is an injury, illness, impairment, or physical or mental condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or an illness, disease, or condition, that in the medical judgment of the treating healthcare provider, poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care.
- B. **IMMEDIATE FAMILY MEMBER.** Immediate family member for purposes of catastrophic leave only is defined as spouse, same sex domestic partner, parent, parent-in-law, biological, adopted or foster child of the employee.
- C. **DONATION.** Employees may donate accrued vacation hours, holiday hours, or compensatory time hours to an individual or the Catastrophic Leave Pool. Donated leave is irrevocable by the donating employee.
- D. **ELIGIBILITY.** The recipient employee, or immediate manager of the employee, must apply for Catastrophic Leave. The employee may be granted up to 694 hours of donated leave during their tenure with SHA. An employee may not use donated leave until exhaustion of all accrued leaves in the employee account. Donated leave hours not used by the employee will be transferred to the Catastrophic Leave Pool.

- E. **COMPUTATION.** The dollar value of the donated leave will be calculated by multiplying the donor's hourly rate times the number of hours donated. The Catastrophic Leave Pool will contain a dollar amount, not a number of hours. When time is donated to a recipient, the number of hours awarded will be multiplied by the recipient's hourly rate to determine the dollar amount that will be subtracted from the pool. The donating employee must have at least 40 hours combined vacation, holiday, or compensatory time to be eligible to make a donation.
- F. **EXTENSION OF EMPLOYMENT.** Donated leave may not be used to extend employment beyond the point that it would otherwise end by operation of law, rule or regulation (e.g. employee being terminated for layoff or other reasons).
- G. **RETIREMENT, DISABILITY, LONG-TERM DISABILITY INSURANCE OR OTHER SUPPLEMENTAL INCOME.** An employee who is eligible for any type of retirement disability, long-term disability insurance, or other supplemental income is not eligible to receive or use donated leave.

13.12 ADMINISTRATIVE LEAVE

- A. Career employees who are assigned to classifications that are exempt from overtime will accrue up to 48 hours of administrative leave per year. Administrative leave will accrue the first and second pay checks of each month.
- B. Part-time career and limited duration employees who are assigned to classifications that are exempt from overtime shall receive a proration of this leave based upon the authorized FTE of their position.
- C. Administrative leave balance cannot exceed 48 hours. Administrative leave shall be available for use after it is accrued. Unused leave will not be paid at separation of employment.

13.13 INCLEMENT WEATHER

During periods of inclement weather, public services, and emergency services continue operations. This rule covers conditions that limit transportation or mobility such as snowstorms, ice storms, wind storms, earthquakes, volcanic eruptions, floods, or any formal declaration by the Executive Director of inclement weather which may cause unsafe driving conditions for both public and private transportation. Employees are expected to report to work unless directed not to do so by the Housing Administrator or Executive Director.

- A. In the event the Executive Director determines to close operations due to inclement weather or hazardous road conditions, employees may request,

and SHA shall grant holiday leave, vacation leave, compensatory leave, or leave without pay to cover the lost time.

- B. Employees who will not be at work at the beginning of their shift should call their manager to request authorization for leave due to bad weather.
- C. Where late arrivals or early departures are allowed, employees will be allowed to charge any absence due to inclement weather to vacation, compensatory time, or accrued holiday time, except as provided below.
- D. Employees may make up short periods of absence due to inclement weather within the work week, provided such activity does not conflict with applicable collective bargaining agreement, federal and state wage and hour laws, and that such adjusted work time does not result in additional overtime payment.
- E. Sick leave is not allowed for use under these circumstances.

SECTION 14: DRUG AND ALCOHOL TESTING

14.01 PURPOSE

SHA is committed to maintaining a safe and healthy work place for all employees by identifying the misuse of alcohol and drugs. The misuse of alcohol and drugs can impair employee performance and may jeopardize the safety of co-workers and the general public. ([HR051 Drug-Free Workplace Act Notice](#)).

Drugs and Alcohol - For the purposes of this Section, drugs and alcohol will be defined as alcohol and controlled substances as defined by ORS 475.005 Controlled Substances Act and the federal Controlled Substance Act (21 U.S.C. §812), excluding any substance lawfully prescribed for the employee's use as directed by a healthcare provider. Marijuana is defined as a drug for the purpose of these Rules, regardless of whether or not the marijuana was distributed for medical purposes. To the extent the collective bargaining agreement differs from the conduct and procedures set forth in these Rules, employees represented by that bargaining unit will be subject to the terms set forth in that agreement.

14.02 PROHIBITED CONDUCT

- A. The buying, selling or providing controlled substances including marijuana while on SHA property or in SHA vehicles or equipment, or during work hours, including rest and meal periods.
- B. Being at work under the influence of or consumption of drugs or alcohol while in SHA vehicles or equipment at any time or on SHA property during work hours, including rest and meal periods.

- C. Possession of any controlled substance including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on SHA property or in SHA vehicles or equipment at any time, or during work hours, including rest and meal periods.

14.03 TESTING

An employee may be tested for drugs and alcohol under the following circumstances:

- A. Employees who have a Commercial Driver License (CDL) shall be tested as required by state and/or federal Department of Transportation (DOT) law in addition to any other testing required by these Rules.
- B. Engaging in prohibited conduct.
- C. Employees in positions or classifications that are required by law, licensing, or grant funding to be tested.
- D. Following an on-the-job or motor vehicle accident which results in death, serious physical injury or extensive property damage.
- E. The employee was observed using alcohol, drugs, or other controlled substances while on duty or on SHA property.
- F. Based on a reasonable suspicion that the employee is under the influence. Reasonable suspicion exists when the employer holds a belief that it is reasonable under the totality of the circumstances existing at the time and place that the employee is more likely than not under the influence of drugs and/or alcohol as those terms are defined in these Rules.

Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- 1. A pattern of abnormal or erratic behavior;
- 2. Direct observation of drug or alcohol use; or information provided by a reliable and credible source;
- 3. Presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
- 4. A work-related accident in conjunction with other facts which together support reasonable suspicion.

An employee is considered under the influence when reasonable suspicion has been demonstrated and confirmed with a drug test and/or alcohol test.

Manager may require an employee to be drug and/or alcohol tested on the basis of reasonable suspicion only after consultation with a second trained SHA manager, or the Housing Administrator, or the Human Resources Director or designee. An employee required to test due to reasonable suspicion shall be transported by a manager to the testing location.

14.04 TESTING PROCESS

Testing procedures for CDL will be performed in accordance with DOT requirements.

All other testing will be governed by industry practices for non-DOT testing. The standards include utilizing a Department of Health and Human Services certified laboratory that demonstrates experience and capacity of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency testing. All alcohol tests will be performed by a Certified Breath Alcohol Technician using a breathalyzer for both initial and confirmation testing.

14.05 TEST RESULTS

The drug testing company will contract with a certified medical review officer (MRO). The MRO will review preliminary non-negative drug test results with the employee and any relevant health care provider(s) before the results are reported to SHA.

If an employee disagrees with the results of a drug test, the employee may request the sample be retested at the employee's expense. The request for retesting must be submitted in writing to the testing facility and Human Resources within five (5) business days. The result of any retest will be deemed final and binding and not subject to any further test. Failure to make a timely written request for a retest shall be deemed an acceptance of the test results. If an employee requests a retest, disciplinary action shall be held pending receipt of the results of the retesting.

The employee may be placed on administrative leave pending results of retesting.

Employees who test positive for alcohol or controlled substances shall be required to undergo an assessment with a substance abuse professional (SAP) at the earliest opportunity, regardless of whether disciplinary action is being considered or taken by SHA.

Refusal to undergo testing will be considered a positive test result. The following are considered refusals to test:

- A. Refusal to submit to testing.
- B. Substituting, manipulating, tampering with, or adulterating a specimen.
- C. Failure to cooperate with the collection process in a manner that allows a sample to be collected.
- D. Failure to remain at the testing location until the testing process is complete.

SHA may offer an employee diagnosed as having an alcohol and/or chemical dependency by a SAP, continued employment under the terms of a last chance agreement. Costs for the program may be covered under SHA's current health insurance plan. Any costs not covered under SHA's health insurance plan will be borne entirely by the employee.

SHA is under no obligation to extend a last chance agreement. Last chance agreements for employees who possess a CDL must comply with DOT regulations.

14.06 SEARCHES OF PROPERTY

- A. SHA may conduct searches of SHA property or search any area directly connected to SHA's operation.
- B. SHA may search an area where an employee has an expectation of privacy (i.e., desk or locker) when SHA has reason to believe alcohol, controlled substances, or other prohibited items are located in the area to be searched.
- C. Searches which do not reveal the presence of alcohol, controlled substances, drug related paraphernalia, or other prohibited items, but excluding any substance lawfully prescribed for the employee's use, shall result in no further action against the employee. The employee shall be informed of the search results and the matter shall be deemed closed.
- D. An employee shall be considered to have committed prohibited conduct when a search reveals the presence of alcohol, controlled substances, or other prohibited items, excluding any substance lawfully prescribed for the employee's use, in an area under the control of the employee or if the alcohol, controlled substance or other prohibited item can be directly connected to the employee. SHA shall use appropriate custody and control procedures.
- E. Prohibited conduct described in this section may result in discipline up to

and including termination.

SECTION 15: DEFINITIONS

15.01 DEFINITIONS

Certain terms used in these Rules are defined as follows:

ALLOCATION: The assignment of a position to an appropriate classification on the basis of the nature, type, duties, authority, difficulty, and responsibility of work actually performed in the position.

ANNIVERSARY DATE: The first day of the first full calendar month worked, or the day designated by SHA as the Anniversary Date due to adjustment of the Continuous Service Date. The anniversary date is used to determine employee leave accruals.

APPOINTING AUTHORITY: The Executive Director or Housing Administrator to whom authority is delegated to appoint all employees in the career and exempt service.

APPOINTMENT: The filling of a position by the appointing authority properly authorized by the Executive Director or the Human Resources Director. Appointments include several types: seasonal, part-time exempt, part-time career, full-time career, and probationary.

CAREER SERVICE: All budgeted positions in the government of SHA not included in the exempt or volunteer service.

CAREER STATUS: The status of employees who have successfully completed an initial probation period.

CLASS OR CLASSIFICATION: A group of positions with similar duties, responsibilities and authority, for which the same qualifications may be required and for which the same pay schedule shall be applied. Each position in SHA service shall be allocated to a classification. The term "classification" is synonymous with the more commonly used term "class."

CLASS SPECIFICATION: The written description of a class containing a title, essential functions, statements of duties, authority, responsibilities and the desirable or minimum qualifications for the classification or position.

CONTINUOUS SERVICE DATE: The first day an employee actually worked in an authorized position, or the day designated by SHA as the Continuous Service Date due to absences from work or breaks in service due to layoff or other unpaid leaves of absence. The continuous service date is used for determining length of service in connection with layoff and any other matters involving seniority.

CONTROLLED SUBSTANCE: As provided in ORS 475.005(6) (2005) et. seq.: a drug or its immediate precursor classified in Schedules I through V under the federal Controlled Substances Act, 21 U.S.C. 811 to 812, as modified under ORS 475.035.

(This includes, but is not limited to marijuana, cocaine, opiates, amphetamines, and phencyclidine.)

DEMOTION: The movement of an employee to a class having a lower salary range. A voluntary demotion is a demotion initiated by an employee. An involuntary demotion is a demotion initiated by an appointing authority.

HOUSING ADMINISTRATOR: The administrative leader of a who is appointed/hired by the Executive Director.

EMPLOYEE: Any person who is appointed to serve in the career or exempt service. All employees are classified in one or more of the ways specified in these Rules, except as expressly stated otherwise, the classification(s) does/do not guarantee employment nor employment in any specific classification for any specific length of time.

EXECUTIVE DIRECTOR: Chief Executive Officer and head of the administrative branch of SHA government. The Executive Director is appointed by and responsible to SHA Board of Commissioners for the proper administration of all designated SHA affairs.

FLEX CLASSIFICATION: Two classifications linked together in which a career employee may advance into the higher classification without further competition, providing the employee is performing the higher classification responsibilities and approval has been given by the Housing Administrator and Human Resources Director.

FULL-TIME EQUIVALENT ("FTE"): A budgeted position which has daily, weekly, and monthly hours as established for full-time work, normally 2,080 hours a year or 40 hours a week.

HOLIDAY: The 24-hour period between 12:01 a.m. (0001 hours) and 12 midnight (2400 hours) of the day on which a holiday is observed.

HUMAN RESOURCES DIRECTOR: The individual appointed by the Executive Director who is delegated the responsibility of administering the Human Resources Department, the Human Resources Rules, and such related duties as may be prescribed by the Executive Director.

IMMEDIATE FAMILY: Includes mother, father, spouse, sister, brother, children, or other relatives or same sex partners residing in the employee's immediate household or other family member as required by federal or state law or collective bargaining agreement.

LAYOFF: An involuntary separation from SHA employment due to shortage of funds or materials, abolishment of position, or for other reasons not reflecting discredit on the employee.

LIMITED DURATION POSITIONS: Limited duration positions may be full or part time depending on the individual department or program needs. Limited duration positions will not exceed 18 months. The duration cannot be extended or renewed.

NEPOTISM: Favoritism or bias shown by those acting in the capacity of a manager or by persons with oversight authority to family members or someone with whom they have a close personal or financial relationship.

PART-TIME CAREER EMPLOYEES: Employees appointed to authorized budgeted positions, of less than 1.0 FTE (less than 2,080 hours per fiscal year). Part-time career employees shall be considered in the career service.

PART-TIME EXEMPT EMPLOYEES: Employees appointed to work an average of 29 hours or less per week in any six-month period during the rolling 12-month period beginning on the date of hire and shall not exceed 1,200 hours per calendar year.

PERSONNEL ACTION: Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, or any other matter affecting status of employment.

PERSONNEL FILE: The official employee records maintained and controlled by the Human Resources Director for each individual employed by SHA.

PROGRAM/DEPARTMENT: An organizational unit whose composition and duties are outlined by the tasks/services they perform.

POSITION: A group of duties and responsibilities within a classification which is authorized and assigned by competent authority and which requires the full or part-time services of an employee. The term "position" is synonymous with the more commonly used term "job."

PROBATION TO SHA: A period of 12 full calendar months, unless otherwise provided for under collective bargaining agreement, beginning at the Anniversary Date, during which an employee appointed to a position in the career service is required to demonstrate, by actual performance of the duties, fitness for the position to which the employee has been appointed. Any interruption of service for 15 total, cumulative, or consecutive days or more during the probationary period shall not be counted as part of such period.

PROBATION TO THE CLASSIFICATION: A period of six full calendar months (or 12 months for promotion to Lieutenant or Sergeant) following a promotion, demotion, or lateral transfer requiring a career employee to serve a probationary

period, during which an employee is required to demonstrate, by actual performance of the duties, fitness for the classification in which the employee has been appointed. The period of probation to the classification will begin the first full month worked in a position in the new classification.

PROMOTION: The movement of an employee from a position in one classification to a position in another classification, within SHA having a higher salary range, provided; however, that movement from a non-confidential class to the equivalent confidential class is not considered a promotion.

REASSIGNMENT: The reassignment of an employee from one particular job to another job in the same classification within the department.

RECALL: When SHA reinstates a laid-off employee to a regular position or classification from a recall list.

RECLASSIFICATION: A change in the allocation of an individual position by raising it to a higher class, reducing it to a lower class, or by moving it to another class at the same level on the basis of significant changes in the essential functions, duties, authority, difficulty, or responsibility of the work assigned to such position.

REPRESENTED EMPLOYEE: An employee in a position that is covered by the collective bargaining agreement.

REINSTATEMENT: The return of a former employee to the employee's previous position following an approved leave of absence.

SHA BOARD OF COMMISSIONERS: The mayor and eight Board of Commissioners who represent various wards in SHA.

SEASONAL APPOINTMENT: Appointment limited to six months from date of hire to provide additional employees during a particular season. Seasonal employees are included in the exempt service.

SALARY REVIEW DATE: The first day an employee is eligible for a salary increase based on merit. after successful completion of the probation period

SUSPENSION: The temporary release of an employee from the employee's duties with or without pay.

TRANSFER: The movement of an employee from one position to another position of the same class or of another class having the same salary range, involving the performance of similar duties and requiring essentially the same basic qualifications. Also, the movement of an employee from one position in a non-confidential class to another position in the equivalent confidential class and vice-versa.

TRANSITIONAL DUTY ASSIGNMENT: The temporary assignment of an injured or ill career status employee to a position requiring a different level of physical or mental activity than the employee's regular position. Assignments are made by the Housing Administrator in cooperation with the Human Resources Department upon written advice of competent medical authority. The term "transitional duty assignment" is synonymous with the more commonly used terms "light duty" or "restricted duty."

UNREPRESENTED EMPLOYEE: An employee who is appointed to serve in a classification or position which is not represented by a labor organization.

VACANCY: A duly authorized position which is not occupied and for which funds have been budgeted and which SHA has determined needs to be filled.

WORKWEEK: A standard workweek is a seven-day period which begins on Monday at 0001 and ends Sunday at 2400. Most employees will be assigned a Monday through Friday workweek, not to exceed 40 hours in any one period. Exceptions include fire and police personnel assigned to shifts, employees who are on a flexible work schedule, or those employees who work other than an eight-hour work day.

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