

AGREEMENT BETWEEN

ITHACA HOUSING AUTHORITY

- AND -

**INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, and
its affiliate LOCAL 2300**

Ithaca Housing Authority Maintenance Staff

October 1, 2024 - September 30, 2027

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ARTICLE 1
SCOPE AND TERM OF AGREEMENT

1. This Agreement is made effective this 1st day of October, 2024 by and between the Ithaca Housing Authority (the "Employer" or "Authority" or "IHA") and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, and its affiliate Local 2300 (the "Union").
2. This Agreement shall become effective when executed and ratified by both parties according to their respective Bylaws and Regulations and approved by the appropriate representatives of the U.S. Department of Housing and Urban Development.
3. The terms of this Agreement and all benefits herein apply to employees of the Ithaca Housing Authority, who are members of the Union and who have been permanently appointed pursuant to the provisions of the New York Civil Service Law.
4. ANY PROVISION OF THIS AGREEMENT THAT REQUIRES LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS PASSED SUCH LEGISLATION.

ARTICLE 2
RECOGNITION: UNION RIGHTS AND RESPONSIBILITIES

1. The Employer recognizes the Union as the exclusive negotiating representative for employees in the bargaining unit.
2. The Union recognizes that all management functions, rights, powers, and authority are, and shall continue to be, vested in and exercised by the Employer exclusively except as specifically abridged, terminated or modified in this Agreement.
3. The parties shall continue to so recognize each other for the duration of this Agreement, subject to applicable provisions of Article 14 of the New York State Civil Service Law.
4. The Union shall have the right to post notices on a bulletin board or in other space that the Employer may maintain for public notices. Such material shall meet any general requirements regarding such considerations as size, shape and removal as the Employer may establish.
5. The Employer shall give a copy of this Agreement to each member of the Union.
6. The Employer shall meet with a designated representative of the Union within ten (10) working days after receiving a written request to discuss any problem related to the terms and conditions of this Agreement. Such written request shall contain the proposed agenda of the meeting setting forth the particular issues to be discussed. The meeting shall be scheduled at a mutually agreeable time prior or subsequent to working hours. In the event of a circumstance or problem that immediately threatens the health or safety of an employee or employees, the designated Union representatives shall first approach the maintenance supervisor and a meeting time shall be set as soon as reasonably possible without regard to the time and agenda requirements of this paragraph. If the maintenance supervisor is not available, then the designated Union representative shall contact the Executive Director and the same procedure shall otherwise be followed.

7. The Employer agrees to deduct from the wages of employees who have submitted to the Employer a signed, voluntary authorization to do so, such Union dues and fees as may be set by the Union. Such sums shall be forwarded by the Employer to the Union office in the form of a check. The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this paragraph.

ARTICLE 3 WAGES

1. All employees with at least nine (9) months of service as of October 1, 2024, will receive a \$3.00 hourly increase in their base salaries effective October 1, 2024. All employees with at least nine (9) months of service as of October 1, 2025, will receive a \$1.00 hourly increase in their base salaries effective October 1, 2025. All employees with at least nine (9) months of service as of October 1, 2026, will receive a \$1.50 hourly increase in their base salaries effective October 1, 2026. All employees with less than nine (9) months of service when the starting wage for their job classification is increased will receive an increase to the new effective starting salary.
2. The starting hourly rates for the four job titles covered by this agreement shall be:

Job Title	Starting Hourly Rate (effective 10/1/24)	Starting Hourly Rate (effective 10/1/25)	Starting Hourly Rate (effective 10/1/26)
Laborer	\$19.50	\$19.50	\$20.50
Maintenance Worker	\$22.00	\$22.00	\$23.00
Building Maintenance Mechanic	\$25.00	\$25.00	\$26.00
Head Building Maintenance Mechanic	\$26.50	\$26.50	\$27.50

3. Longevity Bonus to be received upon completion of:

5 th year through 9 th year:	\$800.00
10 th year through the 14 th year:	\$1,000.00
15 th year through 19 th year:	\$1,400.00
20 th year through 24 th year:	\$1,600.00
25 th year and up:	\$2,000.00
30 th year and above:	\$100.00 extra for each additional year of service

4. The longevity bonus will be paid with the last pay check in November for the length of this agreement. Employees who end service during the year will receive a pro-rated longevity check at separation.

ARTICLE 4 HOURS OF WORK AND OVERTIME

The basic workweek shall be forty (40) hours in any period of seven (7) consecutive days, for purposes of computing overtime earnings. The Employer shall publish and may modify rules and schedules governing the times at which work is to be performed and hours to be worked by each employee. The Employer shall confer with the Union regarding planned modifications in the work

schedule no less than ten (10) days prior to the date the modifications are to become effective.

1. The Employer agrees to establish hours of work. The workday shall be from 7:00 a.m. until 3:30 p.m. All employees are required to punch the time clock as close as possible to their scheduled start time, but no earlier than 10 minutes before their start time. All employees are required to punch out on the time clock at 3:30 pm unless authorized in advance by their supervisor for overtime.
2. The employer shall provide 30 minutes for a lunch break. Lunch break will be from 12:00 (noon) until 12:30 p.m. Should this prove inconvenient, due to work being performed, the employee shall take his/her 30-minute lunch break as close to this time as possible. This lunch break is not considered part of an employee's paid workday. Employees must record the start time and end time of their lunch break.
3. The employer shall provide two (2) 15-minute paid rest breaks to each employee. These breaks shall be taken at 10:00 a.m. and 2:00 p.m. Should this prove inconvenient, due to work being performed; the employee shall take his/her breaks as close to these times as possible.
4. All actual hours worked, including leave time that is paid but not worked, in excess of forty (40) hours per week shall be compensated at 1-1/2 times the employee's straight time hourly rate, provided that such overtime is authorized in advance by the Employer. Payment of overtime shall not be pyramided or duplicated for the same hours worked. Should certain hours qualify for premium rates under two or more provisions of this Agreement, only the higher premium shall apply.
5. An employee who works on a holiday specified in this agreement shall be paid at 1½ times his/her basic wage rate. These hours shall be considered overtime and he/she shall still receive straight pay for the paid holiday.
6. Employees shall work the hours assigned as the employee's normal work day and work week and such overtime hours as the Employer may require. With regard to the assignment of overtime, the Employer shall first solicit volunteers from among the available employees, and if, in the judgment of the Employer, there are insufficient volunteers to perform the work, the Employer shall assign the overtime work in reverse order of classification seniority to the number and classification(s) of employees deemed necessary by the Employer.
7. The Employer may during the term of this Agreement convert from a payroll system in which employees are paid on the last day of each bi-weekly payroll period to a payroll system in which employees are paid seven (7) days after the end of each bi-weekly payroll period. While employees are paid on the last day of each bi-weekly payroll period, an employee's paycheck shall include all overtime earned during the second week of the preceding pay period and the first week of the period covered by the paycheck, and any deductions for lateness shall be for the corresponding period. When the Employer converts to a payroll system in which employees are paid seven (7) days after the end of each bi-weekly payroll period, the first payroll period after the conversion will be a one-week payroll period. Employees will have the option of cashing out up to forty (40) hours of paid leave time to supplement their paycheck during the first payroll period after the conversion. After the conversion, an employee's paycheck shall include all hours worked (including overtime and on-call time) during the pay period covered by the paycheck.
8. Employees will meet one (1) time per month for approximately one (1) hour with the unit supervisor for the purpose of discussing business at hand and for schooling. Such meetings shall take place during paid work time.

**ARTICLE 5
LATENESS**

1. An employee shall report to work at the scheduled starting time and remain at work until the scheduled stopping time except for authorized rest periods. He/she shall report his/her time at work by personally punching the time clock at the beginning and end of the work period. In the event that an employee reports for work after the scheduled starting time, his/her earnings shall be reduced as follows:

<u>Minutes Late</u>	<u>Deductions Tenths of an Hour</u>
1 to 6 minutes	0.1
7 to 12	0.2
13 to 18	0.3
19 to 24	0.4
25 to 30	0.5
31 to 36	0.6
37 to 42	0.7
43 to 48	0.8
49 to 54	0.9
55 to 60	1.0

2. In the event that an employee qualifies for overtime as outlined in ARTICLE 4 of this Agreement, his/her overtime earnings shall be computed on this same basis. Persistent tardiness is unacceptable and shall be cause for further disciplinary action which shall include: (1) an oral warning after five instances of tardiness within a rolling six-month period; (2) a written warning after seven instances of tardiness within a rolling six-month period; (3) a final written warning after nine instances of tardiness within a rolling six-month period; (4) termination of employment after ten instances of tardiness within a rolling six-month period. For purposes of this Section, an instance of tardiness will not be charged against an employee if the employee is late five minutes or less, or if the employee is unable to report to work on time due to inclement weather and notifies his/her immediate supervisor or the Executive Director before the shift begins.

**ARTICLE 6
PAY FOR EMERGENCIES**

1. All regular employees in the Building Maintenance Mechanic classification and Maintenance Worker classification shall be scheduled to respond to after-hour emergencies for periods of seven (7) successive days. The scheduled "on call" person will begin their "call out" week on Thursday afternoon at 3:30 pm (7:00 am on Thursday morning if Thursday happens to be a holiday), and their "call out" week will end on the following Thursday morning at 7:00 am. During such employee's "on call," he/she must be accessible by telephone (home or cell) and within sixty (60) minutes travel time to Titus Towers. The on-call employee must take home the ring of on-call keys. Employees must obtain approval from the Facilities and Maintenance Manager before asking another employee to cover their on-call time, by making the request at least one week before the date on which the change in coverage will occur. (Said arrangement shall be documented at least seventy-two (72) hours in advance by submission and approval of the appropriate form.) Such employee shall be guaranteed eleven (11) hours wages at the applicable wage rate in addition to wages for his/her regularly scheduled working hours during each seven (7) day "on call." No employee shall be required to be "on call" more than one (1) week in every four (4) weeks, unless the number of active employees eligible to be "on call" is less than four (4). The "on call" person will punch in on the time clock upon their arrival at Titus Towers. He/she will take the IHA work van to all family site "call outs". In instances where the IHA work van is unavailable, the on-call person will take the IHA truck. The "on call" person will punch

out on the time clock when the "call out" work is completed. If the "on call" person cannot fix the problem or needs additional personnel, he/she is to call the Facilities and Maintenance Manager. The Facilities and Maintenance Manager will consult with the Executive Director and obtain approval to call in more personnel if needed. In the event the Facilities and Maintenance Manager cannot be reached, the "on call" person will consult with the Executive Director directly to obtain approval to call in the personnel needed. The "on call" person will fill out all required paperwork on the first business day following the "call".

2. It is the intent of this Article that only unanticipated emergency work be charged against the guarantee of eleven (11) hours provided for in Section 1 of this Article. If an employee who is "on call" performs overtime work that has been scheduled prior to the end of the work day or work week, such work shall not be charged against the eleven (11) hour "on call" guarantee. Thus, for example, if an "on call" employee is called out unexpectedly on a weekend to assist in snow removal, the work shall be treated as an "after hour emergency" and the work shall be charged against the guarantee of eleven (11) hours provided for in Section 1.
3. However, if the Employer, for example, sets up a weekend snow removal crew on Friday in anticipation of heavy snowfall the next day and includes the "on call" employee in this crew, then hours worked by the "on call" employee shall not be charged against the eleven (11) hour "on call" guarantee. The Employer's decision to set up in advance or not to set up in advance a weekend crew will not be subject to arbitration.
4. In the event of severe winter weather and/or hazardous road conditions, the employee who is on call shall be provided the use of a Housing Authority four-wheel drive vehicle for transportation to respond to call-outs.
5. The Facilities and Maintenance Manager, after consulting with and obtaining the approval of the Executive Director, shall make the final determination on weather conditions.
6. On-call employees who are called out to work on one of the holidays identified in Article 8, Section 1 (a) of this Agreement will be paid at the rate of 1½ times their regular hourly rate for all hours actually worked on the calendar date of the holiday due to call-out. Such time shall not be charged against the guarantee of eleven (11) hours.
7. In the event that the administrative office is closed for more than an hour due to an emergency situation, all maintenance employees who are required to remain on the job shall receive their regular rate of pay plus 1-1/2 times their regular rate. Such circumstances include, but are not limited to, office closure due to severe winter weather. The Sheriff does not consider IHA staff to be critical emergency staff; when all roads are closed. County emergency personnel assume responsibility for access to IHA sites.
8. An employee other than an "on call" building maintenance mechanic or maintenance worker may also be called into work at a time other than his regularly scheduled starting time in the event that the employer determines that emergency conditions exist. In such an event, the employee will earn no less than two (2) hours pay at the applicable wage rate. In the event that such "call in" is on a Sunday or a holiday as defined in this Agreement, the employee shall earn no less than three (3) hours pay at the applicable wage rate.
9. Any employee on sick leave shall not be eligible for "on call" duty. Employees on sick leave must immediately notify the Facilities and Maintenance Manager so that a proper substitute can be found. Employees on sick leave shall be docked a pro rata portion of any emergency pay due them based upon sick leave during the pay period.
10. The Employer shall not reschedule an employee's work week during a pay period to avoid the

payment of overtime earned under the provisions of this Article.

11. There shall be no pyramiding and no duplication of overtime or premium pay guarantees under this Article.
12. The Employer agrees to provide a cellular phone for the use of an employee on emergency call-out.
13. Employees called into work under this Article shall be paid mileage from their home to work at the rate allowable by the Internal Revenue Service.

ARTICLE 7 GARBAGE COMPACTING

Compacting of garbage on weekend and holidays will be covered by employees from the Laborers position and/or Maintenance Workers who are not covering the emergency call out. Persons doing the compacting are required to punch in and out on their time card. Compacting of Titus Towers 1 and 2 will be done every Saturday between the hours of 3:00 p.m. – 9:00 p.m. The person doing the compacting will be paid two (2) hours of pay at the applicable wage rate. In the event of a holiday falling on a Monday or Friday, compacting will be done on Sunday between the hours of 1:00 p.m. – 6:00 p.m. The person doing the compacting will be paid three (3) hours pay at the applicable wage rate. In the event of a four-day holiday (Thanksgiving/Christmas), compacting will be done two times over the four days. The person doing the compacting will be paid four (4) hours at the applicable wage rate. If, in the judgment of the Employer that there is a need to call a person in for an emergency to compact garbage in Titus 1 and 2, an additional two (2) hours may be added. The persons doing compacting will alternate weekly and if there is a change in the compacting schedule, arrangements shall be made and submitted for approval.

ARTICLE 8 PAID LEAVE

1. Holiday and Personal Leave

(a) Employees shall receive paid leave on the following holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Day before Christmas
Juneteenth	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	

(b) In the event that a holiday falls on a Saturday, the IHA offices will be closed the Friday before the holiday. If the holiday falls on a Sunday, the following Monday shall be observed as the paid holiday.

(c) An employee scheduled to work on the day before a holiday or the day after a holiday shall report to work or forfeit his holiday pay. This provision shall be waived when such employee is on paid leave. In this event, the employee shall be considered to have worked and shall receive his holiday pay as well as any other pay due him.

(d) An employee shall receive three paid personal leave days. This time can accumulate to a

maximum of six days. After six days, accumulation ceases until accrued time falls below the maximum limit. Employees may take personal time in a minimum of 30-minute increments for up to three personal days used per fiscal year (October 1 to September 30), and any remaining personal time must be taken in a minimum of four-hour increments.

- (e) The Employer shall consider each employee's request in granting personal leave days. An employee shall normally request a personal leave day no less than one (1) day in advance of the date requested, but may request two (2) of his three (3) days without one (1) day's advance notice.

2. Vacation

- (a) Employees shall receive paid vacation as follows:

<u>Years Served</u>	<u>Number of Vacation Days</u>
1 Year	10 Days
2 Years to 7 Years	15 Days
8 Years and over	1 day for each additional year served

The maximum paid vacation that any employee shall earn will be twenty-one (21) days per year. This time can accumulate from year to year up to a maximum of eight (8) weeks' vacation (40 days). Vacation days earned in the current year may accumulate in addition to the maximum eight weeks' vacation, but must be used by the end of the fiscal year (September 30), or any accumulations in excess of the eight weeks maximum will be lost.

In the Executive Director's discretion, if required due to work load or scheduling, the Executive Director may allow greater vacation accumulations, but such greater accumulations must be used in the next fiscal year or will be lost.

- (b) Upon completion of one (1) full year of employment, paid vacation leave shall be credited on a monthly basis and may be taken as below indicated. Vacation shall be approved on the basis of seniority and the needs of the Employer. No more than two employees in the bargaining unit will be approved for vacation time on the same day, absent approval by the Executive Director. No request shall be unreasonably denied. Vacation time may be requested for the period from April 1 to December 31 by making a written request to place the vacation on the Employer's vacation calendar between January 1 and March 31. Any requests to take vacation time between January 1 and March 31, and any requests to take vacation time for the remainder of the calendar year that were not made by March 31 shall require the following notice:

2 days for 1 day of vacation
1 week for 2 days of vacation
2 weeks for 3-5 days of vacation
3 weeks for 6-10 days of vacation
4 weeks for 11 or more days of vacation

Once vacation time has been approved, seniority will no longer prevail. The Executive Director may choose to approve vacation time with less than the required notice if the employee demonstrates extenuating circumstances that prevented notice from being given. Such approval will not be unreasonably denied.

When an employee is separated from the Employer's service, he shall be paid in cash at the

time of his separation for his unused paid vacation leave, calculated as if it had accrued on a monthly basis.

Employees may take vacation time in a minimum of 30-minute increments for up to 24 hours of vacation time taken per fiscal year (October 1 to September 30), and any remaining vacation time must be taken in a minimum of four-hour increments.

- (c) In the event that a paid holiday occurs during an employee's paid vacation leave, such holiday shall not be charged as a paid vacation leave day. An employee shall not be required to return to work during paid vacation leave scheduled by the Employer.
- (d) In the event that an employee dies while in service, payment of the employee's accrued and unused vacation shall be made to the employee's estate.

Vacation Leave Entitlement - Exchange Option:

Effective beginning October 1, 2024, and for a period of three years to expire on September 30, 2027, the Ithaca Housing Authority is offering to qualified employees a Vacation Leave Entitlement Exchange Option. The vacation leave option provides qualified employees with an option to exchange some of their accumulated vacation time for pay if they meet the following qualifying criteria.

- An employee with a minimum of three (3) or more weeks of accumulated vacation time will be allowed to exchange 1 week of vacation time for equivalent pay.
- An employee with five (5) or more weeks of accumulated vacation time will be allowed to exchange 2 weeks of vacation time for equivalent pay.

No more than two weeks' vacation time may be exchanged during any given contract year. A written request to exchange vacation leave for pay must be submitted to the Executive Director for approval prior to September 1 of each year.

3. Sick Leave

- (a) An employee who is absent due to illness or other physical disability, illness or other physical disability in his/her immediate family, pregnancy, or for medical examination or treatment which cannot be scheduled outside of working hours, or is quarantined by order of the Public Health Authorities, shall continue to be paid to the extent of his unused sick leave accrual. The term "immediate family" shall mean and refer only to the employee's spouse, child, parent, or any member of the employee's immediate household. If an employee is absent for reasons that entitle him/her to sick leave, he/she must call the storekeeper and his/her supervisor within the half hour after their supervisor's regular start time, unless there is a medical emergency that prevents the employee from doing so. Employees must call in each and every day they are absent, unless, in cases of prolonged absence, they have been released from the daily requirement as a result of a note from their physician stating that the employee will be absent for multiple days. In the case where an employee leaves before their scheduled end time, he/she must first notify his/her supervisor. In instances where the supervisor is absent, the employee must notify the storekeeper and the Executive Director. When sick leave is necessary for a planned medical appointment, the employee will make an effort to schedule the appointment at the beginning or end of the shift and will notify his/her supervisor as soon as practicable after the appointment is scheduled. Paid and unpaid leave in connection with an occupational injury or disability is covered separately in the Agreement under the Article "Worker's Compensation."
- (b) A full-time employee shall accrue sick leave at the rate of two (2) hours for each forty (40) hours worked. Such accrual shall begin after completion of the first day of service. An employee shall be eligible to use his sick leave accrual at the end of his probationary period.

Sick time must be used in a minimum of half-hour increments.

- (c) Sick leave in excess of three (3) consecutive work days shall be supported by a written statement or certificate from a physician attesting that the illness warranted absence from work. If the employee fails to submit a doctor's note upon his/her return, the employee will be given an opportunity to explain the reason for not having a doctor's note. If the reason is not acceptable in the discretion of the Executive Director, the employee will not receive pay for the hours they were absent, and the employee may be subjected to disciplinary action. The Employer may require a doctor's certificate for any absence in the event that there appears to be evidence of abusive use of sick leave. Abuse of sick leave may be cause for disciplinary action (i.e., taking Fridays or Mondays off or being late on Fridays or Mondays).
- (d) Accrued sick leave shall be cumulative from year to year to a maximum of one hundred forty (140) days, and may be used as provided in this Article at any time during the period of employment. A maximum of one hundred forty (140) days of unused sick leave shall be credited to an employee's account of his average basic wage during the year earned. The Employer shall provide and pay for the conversion of such credits to additional retirement benefits available under the New York State Retirement Benefits program.
- (e) If an employee has no sick time available and calls in sick, the employee will not be paid for the absence. The employee may not use vacation or personal days because those require prior approval from a supervisor. Furthermore, the employee may be subject to disciplinary action.

4. Worker's Compensation

Worker's Compensation leaves will be granted for six months and may be extended for a maximum of another six months, pursuant to the extenuation and duration of leaves clause. An employee who is injured or disabled in the course of work shall elect in writing whether he desires to use his accumulated sick leave for a period of disability or whether he desires to retain the weekly benefits provided under the Worker's Compensation Law. Such statement shall be filed with the Employer prior to the payment of any further compensation to the employee. In the event that the employee elects to take sick leave with pay, he shall endorse and transmit his weekly benefit check to the Employer. When such check is received by the Employer, the employee's sick leave shall be increased in accordance with the following formula: The weekly amount of the Worker's Compensation check divided by the employee's daily rate of pay (equals number of sick days per week returned to the employee).

In the event that an employee elects to retain his Worker's Compensation benefit, he shall be placed on unpaid leave for the duration of his disability. In such event, all additional paid leave accruals shall cease; the Employer shall continue to provide health insurance and retirement benefits until the employee either resumes his regularly assigned duties or has been terminated.

5. Bereavement Leave

- (a) When an employee loses time from work because of the death of a current spouse or domestic partner; parent or step-parent; brother, or sister of current spouse or domestic partner; child or step-child; brother, step-brother, sister, or step-sister; grandparents; great-grandparents; grandchild; mother-in-law or father-in-law, brother-in-law or sister-in-law; son-in-law or daughter-in-law or any other relative living in the same household. If the employee attends the funeral or memorial service, s/he will be paid by the Employer eight (8) hours straight time pay (exclusive of any shift premium) for each day so lost from work, up to a maximum of three (3) days. All bereavement leave must be approved by the Executive Director in advance.

- (b) It is understood that such payment will be made only for days when the employee is scheduled for work and would have worked except for the death of such a relative and that in no event will payment be made for days the employee is not scheduled to work or any day within the employee's vacation period.
- (c) Employees shall be allowed to use up to three (3) days leave (personal or sick or vacation) to extend the bereavement period or to grieve the death of a loved one that does not fall into one of the above-enumerated categories. Such time off is granted at the discretion of the Employer, not to be unreasonably withheld.
- (d) Employees may request personal, or sick, or vacation, or additional unpaid time off. Such time off is granted at the discretion of the Employer, not to be unreasonably withheld.

6. Court Leave

Court leave shall be granted on the following conditions:

- (a) A summons, court order or subpoena must be legally served for an appearance by the employee as a witness or for jury duty. The employee shall immediately inform the Employer upon receipt of such summons.
- (b) The pay of an employee who has received the subpoena, order or summons for jury duty or as a witness will continue at the regular basic wage rate during such court leave. Any fees or other payments received shall be turned over to the Employer to be credited against wages paid. The employee shall retain any payment received to reimburse him for the expense of travel and meals. If any court appearance consumes only part of the work day, the employee is expected to report for work for the remainder of the work day.

ARTICLE 9 FRINGE BENEFITS
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1. Retirement

Retirement benefits that have been in effect shall remain in effect. Employees shall continue to contribute to the Retirement Program at the rate that has been in effect subject to such adjustments as may be imposed by the New York State Employees' Retirement System.

2. Health Insurance

- (a) The Employees agree to contribute 18.30% of the total cost for Excellus Simply Blue Plus Platinum 2 healthcare insurance, effective through December 31, 2022. The Employees agree to contribute 18.80% of the total cost for Excellus Simply Blue Plus Platinum 2 healthcare insurance, effective January 1, 2023. The employees shall pay 25% of any increases in such health insurance premiums effective January 1, 2024, and each January 1 during the term of the contract.
- (b) Accumulated sick, personal, and vacation time can be traded in for health care premiums on the day of retirement at the request of the employee.
- (c) Any full time employee eligible for benefits, who chooses not to receive health insurance coverage through IHA due to coverage under another health insurance plan outside of IHA, shall receive forty percent (40%) of the employer cost of the health insurance plan for which the employee would be eligible if the employee elected to receive health insurance coverage

through IHA. If the employee is no longer eligible for the health insurance plan upon which these payments are based, but remains eligible for a different health insurance plan offered by IHA, the forty percent (40%) payments shall be computed based on the employer cost of the health insurance plan for which the employee is eligible.

If there are two or more employees in the same family who are employed by IHA and any one of them receives health insurance benefits through IHA, the other employees who are members of the same family will not be eligible for any payments under this provision.

Payments to each eligible employee under this provision shall be made on a monthly basis until such time as the employee is no longer eligible for any health insurance coverage through IHA.

All employees requesting the insurance buy-out option must provide IHA proof that they are insured under another health insurance plan. Notification to take this buy-out option, along with proof of alternative health insurance coverage, must be provided in writing to the Executive Director and will become effective immediately upon approval by the Executive Director. Such approval will not be unreasonably denied.

If the employee, after choosing the buy-out option, determines that he/she needs health care coverage because of an unusual and non-repetitive circumstance (e.g., spouse loses health insurance coverage), the employee may enroll in health insurance coverage through the Employer, subject to any limitations imposed by the carrier.

3. Dental Insurance

All current full-time provisional, probationary and regular employees may opt to receive dental benefits from Excellus' DBOC-12 dental insurance plan. Eligible employees may participate in the dental insurance plan subject to all terms and conditions of the agreement between IHA and the insurance carrier. The Employees agree to contribute 50% of the total cost for dental insurance. There is not a buy-out option associated with the dental insurance.

4. Clothing

Each employee shall be allotted a clothing allowance of \$450 per each contract year for the purchase of appropriate work-related clothing. These items may include: work shirts, work pants, work boots, t-shirts, shorts, sweatshirts, jackets, coats, hats, gloves, and rain gear. All items must be approved by the Facilities and Maintenance Manager and the Executive Director before they are worn. All shirts, sweatshirts, jackets, and coats must be made of material on which the Ithaca Housing Authority logo can be embroidered. Those items must be submitted to the Facilities and Maintenance Manager or the Executive Director so that the Employer can arrange for the Ithaca Housing Authority logo to be embroidered on them. During work hours, all employees must wear at least one article of clothing with the Ithaca Housing Authority logo visible so that they can easily be identified as Ithaca Housing Authority employees.

<p style="text-align: center;">ARTICLE 10 DISCIPLINE/DISCHARGE/SUSPENSION</p>

Rules of conduct must be maintained in order to define and protect the rights, safety, and welfare of all employees. The Employer shall have the right to discipline or discharge any employee only for cause. Employees have the right to union representation during any disciplinary meeting or any meeting that might lead to discipline, upon the request of the employee. If an employee requests the right to union representation, the meeting will be postponed for up to two (2) business days to

accommodate the request. The employer and the Union agree to a procedure of progressive, corrective discipline. The parties adhere to the principle that discipline has the objective of improving the future performance of the employee. Prior to taking disciplinary action for a non-serious violation, a supervisor shall alert the employee to the potential problem and allow the employee to respond.

The following procedure will be utilized by the Employer in non-serious violations:

- (a) first offence – verbal warning
- (b) second offence within 18 months – written warning
- (c) third offence within 18 months – three (3) consecutive days' suspension without pay
- (d) fourth offence within 18 months – dismissal

This procedure is cumulative and the non-serious violation need not be for the same offense.

Certain serious violations will result in a three (3) day suspension without pay or immediate dismissal. Where the serious violation results in suspension, a second serious violation within 18 months may result in immediate termination.

Any employee who has been disciplined in any manner, or discharged may file a grievance under the terms of the established grievance procedure.

An employee shall sign a receipt, provided by the employer, at the time he/she is notified of disciplinary action. Signing does not mean that the employee is admitting guilt or that the disciplinary action is just. The employee shall have a right to respond in writing within fifteen (15) days to any disciplinary action. This written response will be kept by the employer with all other records and information pertaining to the disciplinary action.

All disciplinary records will be removed from an employee's personnel file after eighteen (18) months. In imposing discipline on a current charge, the employer will not take into account any prior infractions that occurred more than eighteen (18) months prior to the date of the current infraction.

ARTICLE 11 RESIGNATION

An employee may resign from his/her position by tendering a written resignation to the Executive Director. It is requested that a two-week notice be given.

ARTICLE 12 GRIEVANCE PROCEDURE

1. Any dispute concerning the interpretation or application of the terms of this Agreement or the rights that are claimed to exist under it shall be processed in accordance with the following procedure:

STEP 1: If an employee feels he has a grievance he should first attempt to discuss the grievance with his immediate supervisor. This initial contact must be made within ten (10) working days of the event, or actual or constructive notice of the event, which is the basis of the grievance. The grievant has the right to Union representation during this Step 1 meeting. The immediate supervisor shall verbally respond to the grievant and the steward as soon as possible, but no later than within three (3) working days from the date the grievance was first discussed.

STEP 2: In the event that the grievance is not satisfactorily resolved at Step 1 of this procedure, the employee or Union shall deliver a written statement of the facts concerning the grievance to the Executive Director. The appeal to Step 2 must be submitted to the

Executive Director no later than the fifth (5th) working day after receipt of the Step 1 response deadline.

The Executive Director shall schedule a Step 2 grievance hearing within five (5) working days of the receipt of the Step 2 appeal.

The Executive Director shall provide a written response to the grievant and to the Union within five (5) working days from the date the Step 2 hearing is completed.

STEP 3: In the event that the dispute is not satisfactorily resolved at Step 2, then the Union may appeal the grievance to the Board of Commissioners of the Ithaca Housing Authority. The written appeal to Step 3 shall be received by the Authority no later than the tenth (10th) working day after the employee receives a written response regarding the Step 2 hearing from the Executive Director. The Board of Commissioners shall conduct a Step 3 grievance hearing no later than the tenth (10th) working day after receiving the Step 3 appeal. The Board shall issue a written decision to the grievant and the Union no later than the tenth (10th) working day following the conclusion of the Step 3 hearing.

STEP 4: In the event that the grievance is not satisfactorily resolved at Step 3, the International Representative of the Union may then appeal the grievance to binding arbitration, which appeal must be made within eight (8) working days of receipt of the Step 3 decision. The selection of an arbitrator and arbitration proceedings shall be conducted under the Labor Arbitration Rules of the American Arbitration Association. The parties shall bear their own expenses and share in the arbitrator's fees and expenses equally.

2. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement, nor shall he/she have the power to impose or imply any obligation not specifically set forth in this Agreement. Where an arbitrator provides an award of back pay, he/she shall provide that the back pay award be reduced by the amount of any interim receipts of money by the grievant, including, but not limited to, other wages or unemployment insurance compensation.
3. All first and second step grievance meetings shall be held during working hours and at times mutually convenient to the parties. Third step hearings before the IHA Board shall be held after working hours unless otherwise agreed and at times mutually convenient to the parties.
4. No employee shall be discriminated against for participating in the grievance procedure. Time spent in grievance investigation shall not impair or otherwise interfere with employee work performance.
5. Initial steps and time limits in the grievance procedure may be waived by written mutual agreement of both the Union and the Employer.
6. Failure of the Employer to take appropriate action within any stipulated time period will automatically result in the grievance proceeding to the next step.
7. Failure of the grievant to appeal the grievance within any stipulated time period will result in the grievance being resolved on the basis of the Employer's last response.

ARTICLE 13
EDUCATIONAL/TUITION ASSISTANCE

1. Ithaca Housing Authority agrees to reimburse the employee for tuition for education courses, including technical and trade schools provided the employee receives a passing grade as determined by the educational institution. The intention is to assist employees to further their education and enhance their ability and effectiveness on the job. Such assistance shall be limited to:
 - (a) Courses related to the employee's position which will further the development of performance of his/her duties;
 - (b) Employees must have at least one year of continuous service with the Authority before becoming eligible for educational assistance. Exceptions to this provision may be made by the Executive Director;
 - (c) Employee must have approval in writing from the Executive Director prior to the course;
 - (d) Employee must obtain a passing grade as determined by the educational institution to obtain reimbursement.
 - (e) Available to regular or provisionally appointed employees.
2. Reimbursement will be made at \$175 per credit hour. No employees shall receive assistance for more than a career limit of seventy (70) credit hours.

ARTICLE 14
PROTECTIVE AND SAFETY EQUIPMENT

1. The Employer shall maintain safe and healthful working conditions in compliance with local, State and federal laws, and shall provide all necessary safety, health and protective equipment.
2. The Employer shall meet promptly with a designated representative of the Union to confer on any working conditions that constitute a threat to the safety and health of employees.

ARTICLE 15
SENIORITY

1. An employee shall accumulate seniority in each job classification according to his length of paid service in such classification. An employee shall also accumulate Agency seniority, according to the length of his paid service with the Employer.
2. Promotions shall be based on qualifications to perform the work required in a vacant position as demonstrated by an employee's relevant training, experience, and job performance during his paid service with the Employer. In the event that two (2) or more employees are equally qualified, preference shall be given to present employees and Agency seniority shall prevail.

Upon promotion, an employee shall receive a six (6) percent increase over his/her regular straight-time hourly rate.

3. In the event of a reduction in force, employees will be retained according to their qualifications to perform the work required in any remaining positions in their respective job classifications as demonstrated by relevant training, experience, and job performance during paid service with the Employer. In the event that two (2) or more employees are equally qualified, Agency seniority shall prevail. An employee selected for layoff shall have a single opportunity to bump the least senior employee in a lower classification, provided that the employee exercising the bumping privilege is qualified to perform the work in the lower classification. The employee exercising

the bumping privilege shall be paid the same straight time hourly rate as the highest hourly rated employee in the lower classification. The employee displaced by the bump shall then have the same opportunity to bump the least senior employee in the next lower classification, etc. The employee with the least amount of seniority in the lowest classification shall be the employee that is laid off.

4. There shall be a probationary period of 120 days from the date of initial hire for all new employees hired under the job title of either Laborer or Maintenance Worker. All other new employees shall have a probationary period of 150 days from the date of initial hire. At the end of the probationary period, the Executive Director may extend the probationary period for an additional 60 days only for cause.
5. Continuity of service with the Employer and seniority shall be broken in the event of any of the following:
 - (a) The employee resigns or is discharged;
 - (b) The employee retires;
 - (c) The employee is laid off for a period of twelve (12) consecutive months;
 - (d) The employee is absent from work for three (3) consecutive working days without directly notifying the office of the Supervisor or the office of the Executive Director. This obligation can be fulfilled by notifying the Storekeeper who shall be considered a representative of the office of the Supervisor.
 - (e) Failure to notify the Employer of an intent to return from layoff within three (3) working days of receipt of notification to return to work or failure to actually return on the date specified by the Employer.
 - (f) The employee is absent for three (3) consecutive working days without notifying the office of the Supervisor or the office of the Executive Director immediately following an authorized leave of absence, vacation, or any other authorized time off. The employee shall not be deprived of his/her seniority, however, when justifiable reasons beyond his/her control make it impossible to notify his/her Supervisor and/or the Executive Director.
 - (g) Failure to return to work on the day following a disciplinary suspension.

ARTICLE 16

EVALUATION OF PERFORMANCE

Performance evaluations will be conducted on an annual basis by the direct supervisor and an evaluation form will be completed by the supervisor no later than September 30 of each year, and placed in the appropriate personnel file. Management objectives in addition to the Required Performance Standards will be established and reviewed during the evaluation to ensure that specific goals are being met.

ARTICLE 17

PRE-APPOINTMENT REQUIREMENTS

For permanent employment, each employee is required to have a medical examination, which shall be paid for by the Authority. Other aspects of an examination shall include: personal interview, check of employment, character reference, check of police records, and a drug test. Upon satisfactory results, the applicant may be considered for appointment.

**ARTICLE 18
NO STRIKES**

1. The Union agrees that there shall be no strikes, walkouts or other action which interrupts work during the term of this Agreement, nor shall the Union cause, instigate, encourage or condone any such action.
2. The term "strike" as used in this Article shall be deemed to include the following: strike, withdrawal of services, concerted stoppage of work, slowdown by public employees, or any kind of job action which is designed to impede, or has the effect of impeding, the normal efficient operations of the Authority.

**ARTICLE 19
DISABILITY AND MATERNITY LEAVE**

Any employee who is disabled outside the course of work (including disability due to maternity) may take a leave of absence with approval of the Executive Director. Employees are eligible to apply for New York State Disability, which will cover the period authorized by their doctor. Under NYS law, recipient may not collect disability until she has been absent from work for seven (7) consecutive days. Employee may supplement the difference between NYS Disability and full pay by using accumulated paid leave. If the employee has no paid leave available, she will receive disability pay only, which is a percentage of the employee's regular salary. Medical insurance coverage shall be continued as long as the employee pays his/her monthly portion during the period of disability leave. IHA shall pay its monthly portion of the cost of medical coverage for the approved leave period. When such IHA-provided insurance coverage is exhausted, the employee may continue such coverage at his/her own cost.

Disability leaves may be granted for up to six months with appropriate medical proof, and may be extended longer pursuant to section entitled Extension and Duration of Leaves.

**ARTICLE 20
MILITARY LEAVE**

Any part-time or full-time provisional / probationary / regular employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted a military leave of absence with regular pay for the period of such training as is authorized by law. The paid leave of absence shall be in addition to his/her vacation. Provisional / probationary / regular part-time employees shall receive pay for such leave on a prorated basis.

When a full-time or part-time provisional / probationary / regular employee has been called to active duty into the military of the United States, he/she shall be granted an indefinite leave of absence without pay for the duration of such active military service, and shall be entitled to continued benefits and reinstatement in accordance with federal law under USERRA and New York law.

**ARTICLE 21
EXTENSION AND DURATION OF LEAVES**

Leaves due to disability and workers' compensation may be extended for longer than six months, if necessary to provide the employee with a reasonable accommodation under the Americans with Disabilities Act or New York Human Rights Law. Reasonable accommodations will be granted in

accordance with state and federal law. Requests for reasonable accommodations should be made to the Executive Director.

REASONABLE ACCOMMODATIONS OF DISABILITIES

In accordance with the Americans with Disabilities Act and the New York Human Rights Law, absent undue hardship, the Authority will provide reasonable accommodations to qualified individuals with disabilities as defined by law to enable them to perform the essential functions of their positions. Requests for a reasonable accommodation should be made to the Executive Director.

REASONABLE ACCOMMODATION OF RELIGIOUS OBSERVANCE

The Authority is committed to assuring equal employment opportunity for all employees, and thus prohibits discrimination based on an employee's creed or sincerely held religious belief. The Authority will make a good faith effort to reasonably accommodate an employee's request to observe a religious holiday or other holy day or to exercise his/her religious practices. The Authority is not required to make accommodations where doing so would impose an undue hardship upon its operations, programs or activities. If a particular accommodation does impose an undue hardship, the Authority will consider whether there are alternative accommodations that would not impose such hardship. Requests for religious accommodations, which should include an explanation of the religious conflict that exists and the employee's suggested accommodation, should be made to the Executive Director with sufficient notice so as to enable the Authority to adequately consider the request and to make any arrangements that may be necessary in order to provide the accommodation.

<p style="text-align: center;">ARTICLE 22 LEAVE WITHOUT PAY</p>

1. This policy applies to all provisional / probationary / permanent employees who have worked for IHA for at least twelve (12) months of continuous service preceding the leave. Leave without pay may be granted to full-time and part-time provisional / probationary / regular employees at the discretion of the Executive Director. Normally, it shall be granted only when the employee has exhausted all applicable forms of paid leave. Written request for leave without pay shall be initiated by the employee.
2. Except for military leave without pay, such leave shall not be approved for a period longer than six months at any one time. The Executive Director may extend such leave for an additional six months or any portion thereof.
3. Vacation and sick leave will not continue to accumulate during leave without pay, and the employee will not be paid for holidays that occur during the leave period.
4. Medical insurance coverage shall be continued as long as the employee pays his/her monthly portion. IHA shall pay its monthly portion of the cost of medical coverage for the approved leave period provided the employee continues to pay his/her portion. If the employee fails to return to work at the end of the approved leave, the IHA may recover from the employee the cost of any payments made to maintain the employee's medical insurance coverage, unless the failure to return has been deemed by the Executive Director to be beyond the employee's control.
5. Nothing in this policy insulates the employee from application of any other IHA policy, e.g., while on unpaid leave the employee remains subject to all changes that may occur in all employment related policies of general applicability (layoffs, cutbacks, contractual agreements, etc.).
6. An employee's failure to return from leave or failure to contact his or her supervisor on the scheduled date of return will be considered a voluntary resignation.

7. A request for unpaid leave shall be made far enough in advance whenever possible to permit approval and at the same time to permit coverage of the particular employment so that IHA service shall not suffer.

ARTICLE 23 FAMILY AND MEDICAL LEAVE
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This policy applies to all benefit-eligible employees who have worked for IHA for at least twelve (12) months of continuous service preceding the leave, who have worked at least 1,250 hours in the 12 months preceding the leave, and who are otherwise eligible for leave under the Family and Medical Leave Act ("FMLA").

Eligible employees may be granted up to 12 weeks of unpaid family or medical leave of absence once during a 12-month period starting with the first day of approved FMLA leave, such leave to run concurrently with and not be added onto other leaves otherwise available under this policy in accordance with the FMLA. Employee use of sick leave, disability leave, workers' compensation leave or unpaid leave, which also qualifies for leave under the FMLA, will be counted against the employee's annual entitlement to FMLA leave, and the employee will be so notified. Request for FMLA leave should be made to the Executive Director of IHA.

Up to 12 weeks of leave may be granted to care for the employee's newborn, newly adopted or seriously ill child; or to care for the employee's spouse or parent who has a serious health condition or due to the employee's own serious health condition, or for qualifying exigencies arising while the employee's spouse, child, or parent is on active military duty or call to active military duty status. Up to 26 weeks of leave may be granted to an employee to care for a covered service member with a serious injury or illness.

Earned and accumulated paid leave (vacation, personal and sick) must be used as part of the 12-week FMLA leave and will be counted towards the employee's maximum twelve-week FMLA leave entitlement. The combination of vacation, sick leave and unpaid leave will not exceed 12 weeks.

Vacation and sick leave will continue to accumulate during FMLA leave, and the employee will be paid for holidays that occur during the leave period.

No loss of seniority will occur while the employee is on FMLA leave, except that seniority for pension purposes will be reduced by the amount of unpaid leave.

If two spouses are employed by IHA, the combined leave taken by both spouses for the birth or adoption of a child may not exceed 12 weeks.

Medical insurance coverage shall be continued as long as the employee pays his/her monthly portion. IHA shall pay its monthly portion of the cost of medical coverage for the approved leave period, and shall not exceed 12-weeks.

Nothing in this policy insulates the employee from application of any other IHA policy, e.g., while on family leave the employee remains subject to all changes that may occur in all employment related policies of general applicability (layoffs, cutbacks, contractual agreements, etc.).

If the employee fails to return to work at the end of the approved leave, the IHA may recover from the employee that cost of any payments made to maintain the employee's medical insurance coverage, unless the failure to return has been deemed by the Executive Director to be beyond the employee's control.

DEFINITIONS

- (a) Child. Anyone who is the employee's biological, adopted or foster child, stepchild, legal ward or an adult legally dependent child. This may also include a child for whom the employee has day-to-day responsibility.
- (b) Parent. Biological, foster or adoptive parents, stepparents, legal guardians or someone who plays or has played the role of parent.
- (c) Spouse. A legal marital relationship or a relationship which, in the IHA's judgment, is characterized by the permanence, duration and stability normally associated with marriage.

PROCEDURE

(a) Application and Commencement

- 1) A Request for Leave letter must be completed requesting family and medical leave of absence and submitted to the Executive Director thirty (30) days prior to commencement date, except where medical conditions make such a requirement unfeasible.
- 2) When the leave is to care for a sick child, parent or spouse, the requesting employee must submit a letter signed by a physician that states (a) the date the illness or condition began; (b) the probable duration of the condition; (c) the estimated time the employee will need to care for the family member; (d) a statement that the illness or condition requires the participation of a family member. An FMLA medical certification form will be provided to the employee for this purpose.
- 3) When the leave is for planned medical treatment, the employee must attempt, where possible, to schedule the treatment so as not to disrupt IHA operations.
- 4) When the leave is for the employee, the employee must submit a statement signed by their physician stating the date(s) the employee is unable to perform the functions of his or her position; and, therefore, release the employee from going to work. An FMLA medical certification form will be provided to the employee for this purpose.

(b) Reinstatement

- (1) Upon return from a family and medical leave of absence, the employee will be reinstated in the following priority of position reassignment:
First: prior position, if available.
Next: an equivalent position for which the employee is qualified.

Exception: If the employee on leave of absence is a salaried employee and is among the highest paid ten percent (10%) of IHA employees and reinstatement of the employee to the same or equivalent position would result in substantial and grievous economic injury to the IHA, reinstatement to the position may be denied. The employee will be given an opportunity to return to work, however, in a different job.
- (2) A physician's statement must be submitted to the IHA stating that the employee may return to work at the conclusion of the leave if the reason for the leave involved the employee's own serious health condition.
- (3) An employee's failure to return from leave or failure to contact his or her supervisor on the scheduled date of return will be considered a voluntary resignation.

<p style="text-align: center;">ARTICLE 24 RETURN OF AUTHORITY PROPERTY</p>
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An employee who is absent from work or on leave for more than three weeks, for any reason, must return all Authority property for security reasons. This includes keys, cell phone, etc.

<p style="text-align: center;">ARTICLE 25 DRUG FREE WORK PLACE</p>
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This statement is provided pursuant to the Drug-Free Workplace Act of 1988

INTRODUCTION

Possession, distribution and use of illegal drugs or abuse or use of alcohol while on duty or on call by IHA employees is completely inconsistent with our mission to provide affordable and safe housing. The possession, distribution and use of illegal drugs or abuse or use of alcohol puts the user, other employees and tenants at unacceptable risk. It reduces productivity and harms general employee morale.

POLICY

Recognizing the problems of illegal drug use, alcohol abuse or use, and the damaging effects of such, the Authority establishes the following policy:

1. It is the policy of the Authority to maintain a drug-free workplace (alcohol being considered a drug). The manufacture, distribution, dispensing, possession or use of a controlled dangerous substance, non-prescribed drug or intoxicant is prohibited on IHA property (including Authority vehicles) or while on call. Furthermore, being under the influence of a non-prescribed drug or intoxicant while working or on-call is strictly prohibited. Unlawful off duty use of drugs or alcohol is also prohibited.
2. "Controlled Substance" for the purpose of this Statement means a controlled substance listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812), and as further defined by federal regulations (21 C.F.R. 1300.11-15) or N.J.S.A. 2C:35-2. This list includes, but is not limited to, marijuana, heroin, PCP, cocaine and amphetamines.
3. Any employee who violates this policy is subject to disciplinary action, up to and including termination for a first offense. Although the IHA usually imposes disciplinary action in a progressive manner, given the seriousness of drug use violations, the IHA may determine that immediate and severe penalties, such as multiple suspension days or even termination, are warranted.
4. A condition of employment for work under grants received by the IHA from any federal agency is that such employee directly engaged in the performance of work funded by such a grant will:
 - a. Abide by the terms of this Statement;
 - b. Notify the IHA of his or her criminal drug statute conviction for any violation occurring in the workplace of the IHA or during working hours no later than five (5) days after such conviction;
 - c. "Conviction" means a finding of guilt (including a plea of no contest) or imposition of

sentence, or both, by any judicial body charged with the responsibility to determine violation of the federal or state criminal drug statutes and drunk driving and public drunkenness.

- d. "Criminal Drug Statute" means a criminal statute involving manufacture, distribution, dispensing, use or possession of any controlled substance and a criminal statute for public drunkenness or drunk driving.
5. A sanction will be imposed on any employee so convicted within thirty (30) days after receiving notice of the conviction:
 - a. The IHA will take appropriate disciplinary action against such employee, up to and including termination of employment; or
 - b. The IHA will require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local, health, law enforcement or other appropriate agency.
 - c. If the employee completes a drug or alcohol rehabilitation program and relapses, disciplinary action up to and including termination will be carried out. A relapse shall be considered as an unsuccessful participation.
6. As a more preventive, and less punitive approach to the problems of drug abuse, employees are encouraged to become aware of the drug rehabilitation and assistance programs available in our community. The IHA is available to assist employees interested in referrals to local or State programs.
7. At the discretion of the Executive Director, an employee who is charged with any drug-related violation, in lieu of disciplinary action discussed above, may be required to successfully participate in a drug rehabilitation program approved by the IHA. Failure to successfully complete the program will result in the prior disciplinary action being fully pursued. If the employee completes a drug or alcohol rehabilitation program and relapses, disciplinary action up to and including termination will be carried out. A relapse shall be considered as an unsuccessful participation.

ARTICLE 26 ALCOHOL AND DRUG POLICY

1. Purpose and Policy. Ithaca Housing Authority ("IHA") is committed to providing its employees with a safe and healthy work environment. Consistent with this commitment, IHA adopts this alcohol and drug policy in order to establish and maintain a work environment that is free from the effects of drugs and alcohol. Employees who become involved with the use of drugs and abuse of alcohol are less productive, and can be a hindrance to the effective functioning of IHA. Furthermore, such employees present a risk to the safety and security of other employees and to our clients. Therefore, it is the policy of IHA not to employ individuals engaged in the current illegal use of drugs, or in the legal use of alcohol that impacts upon IHA's work environment.
2. Standards of Conduct
 - a. No employee of IHA shall use, consume, possess, sell, or distribute alcohol, drugs, or drug paraphernalia, or be under the influence of, or impaired by alcohol or drugs during work time (including while in IHA's vehicles) or while engaged in any work activity for IHA. For purposes of this policy, "work time" and "work activity" means any time or activity for which IHA is providing compensation to the employee. For purposes of this policy, the term "drugs" shall include, but shall not be limited to, the following substances: narcotics, controlled

substances, intoxicants, inhalants, stimulants, depressants, hallucinogens, marijuana, cocaine, LSD, PCP, amphetamines, heroin, "look-alike drugs," "designer drugs," and drugs that are legally obtainable but that have been obtained without authorization (e.g., without a prescription) or that are used inappropriately (e.g., not in accordance with the prescription).

- b. Off-duty use, consumption, possession, sale, or distribution of drugs or drug paraphernalia is prohibited. Off-duty use or consumption of alcohol that adversely affects the employee's performance is also prohibited.
- c. When an employee exhibits behavior, conduct, or personal or physical characteristics indicative of having used or consumed alcohol or drugs, or where there are other reasonable grounds to suspect that an employee has used alcohol or drugs, the employee shall be prohibited from working, pending the results of tests conducted in accordance with Section III of this policy. A positive test result will result in discipline in accordance with Section IV of this policy, subject to compliance with any applicable provisions of the Civil Service Law.
- d. No employee shall refuse to be tested for alcohol or drugs in accordance with Section III of this policy. A refusal to be tested includes a refusal to be transported to the testing site, a failure to produce the necessary specimen for drug testing, a failure to provide the necessary specimen for alcohol testing, and any other failure to cooperate with testing procedures.
- e. No individual shall dilute or adulterate any sample or specimen required for testing under this Policy.
- f. Employees shall report to IHA all criminal alcohol-related and drug-related convictions within five days.

3. Drug and Alcohol Testing

- a. Testing Circumstances. IHA may conduct pre-duty, post-accident, reasonable suspicion, and return-to-duty alcohol and drug testing. The results of such tests may be retained by IHA and are the property of IHA.

- (1) Pre-duty testing may be conducted by IHA after a conditional offer of employment has been extended and before an applicant commences his/her employment with IHA. A positive pre-duty test result, or a refusal to be tested, by an applicant will result in disqualification from employment, regardless of an applicant's participation, or willingness to participate, in a rehabilitation program.
- (2) Post-accident testing may be conducted when an employee has been involved in an accident during work time or while on IHA business.
- (3) An employee may be subject to reasonable suspicion drug testing whenever a supervisor or manager has grounds to suspect that the employee has used, or is under the influence of, drugs. An employee may be subject to reasonable suspicion alcohol testing whenever a supervisor or manager has grounds to suspect that the employee has used, or is under the influence of, alcohol while on duty or on IHA business.
- (4) Return-to-duty testing may be conducted when an employee, who received any form of discipline short of termination for violating the Standards of Conduct set forth in this policy, is about to return to duty after completion of a prescribed substance abuse counseling program, or after serving a suspension. Return-to-duty testing may also be conducted when an employee voluntarily seeks treatment for a substance abuse problem and is about to return to duty after obtaining such treatment.

- b. Drug Testing Procedures

- (1) When IHA determines that an employee is required to undergo a drug test, the individual will provide a urine, hair or other sample to a testing agent designated by IHA. IHA will arrange for transportation of the employee to and from the testing site.

- (2) A positive test result for drugs is proof that an employee or applicant has violated the Standards of Conduct set forth in Section II of this policy. This proof may be rebutted by the employee if the employee can show a legitimate reason for the positive test result. An employee who tests positive for drugs will be contacted by IHA's Executive Director, and will be given an opportunity to demonstrate that the positive test result was caused by the use of prescribed drugs under the direction of a physician or caused by some other legitimate reason. An employee who provides a signed note from the doctor stating that they have a current legal prescription for a drug that contains the compound that they tested positive for will not be subject to disciplinary action.
- (3) An individual who refuses to provide, is unable to provide, adulterates, or dilutes a specimen, or otherwise fails to meet the conditions required by the testing agent, including signing a release, will be considered to have tested positive for drugs.

c. Alcohol Testing Procedures

- (1) When IHA determines that an employee is required to undergo an alcohol test, the employee will provide a breath sample to a breath alcohol testing technician at a site designated by IHA. IHA will arrange for transportation of the employee to and from the testing site. An Evidentiary Breath Testing device will be used to test the breath sample to determine the employee's blood alcohol content. If the employee's blood alcohol content is determined to be at least .04, a confirmatory breath alcohol test will be conducted, utilizing either the same or a different Evidentiary Breath Testing device.
- (2) A confirmatory breath alcohol test result which reveals a blood alcohol content of .04 or greater will be deemed proof that an employee has violated the Standards of Conduct set forth in Section II of this policy. In addition, test results conducted by local, state, or federal officials, which reveal that the employee had a blood alcohol content of .04 or greater while operating a motor vehicle on IHA business will be deemed proof that the employee has violated the Standards of Conduct set forth in Section II of this policy.
- (3) An individual who refuses to provide, is unable to provide, a breath sample sufficient to produce a blood alcohol content reading, adulterates or dilutes a specimen, or otherwise fails to meet the conditions required by the testing agent, including signing a release, will be considered to have tested positive.

4. Disciplinary Measures

- a. Employees who are found to have violated the Standards of Conduct set forth in Section II of this policy, or who fail a drug or alcohol test, shall be subject to discipline, up to and including discharge.
- b. IHA may also require employees who violate this policy to be evaluated for an alcohol or drug treatment program. Refusal to participate in such an evaluation, or the failure to successfully complete recommended treatment may itself be grounds for discipline, up to and including discharge.
- c. IHA may, in its sole discretion, grant a medical leave of absence for rehabilitation to employees who seek assistance with drug or alcohol problems before these problems lead to disciplinary action. Employees who need confidential help with a drug or alcohol problem should contact the Executive Director. An employee's decision to seek professional assistance for an alcohol-related or drug-related problem will not be used as the basis for discipline, or used against the employee in any disciplinary action. On the other hand, the fact that an employee has sought treatment will not be a defense to the imposition of discipline where the facts prove that the employee has violated the Standards of Conduct set forth in Section II of this policy.
- d. In addition, IHA may refer employees who violate this policy to the appropriate authorities.

5. Confidentiality

- a. Medical records of an employee with an alcohol-related or drug-related problem will be subject to the same confidentiality standards as all other medical records.
- b. Any employee who is tested will have the right, upon request, to see the results of his/her test.

ARTICLE 27 TRAVEL POLICY

Travel by staff shall be approved by the Executive Director.

IHA has an accountable plan for purposes of reimbursing travel expenses for employees on Authority business subject to the following policies:

The following travel expenses will be paid by IHA:

- a. Transportation expenses by reasonable means. The use of car rentals during approved travel is at the Executive Director's discretion. Receipts required. If using your personal vehicle, reimbursement will be made at the standard mileage rate (per IRS regulations, updated periodically). An expense report is required but no receipts for the standard mileage rate. (also see – Use of Personal Vehicle).
- b. Hotel accommodation for a particular area will be provided by IHA. (GSA – Federal Lodging Rates will be taken into consideration). Room sharing is preferred, and receipts are required. Basic/reasonable room rates will be paid for by the IHA, but any extra amenities or room upgrades will be at the cost of the traveler.
- c. Tolls, parking fees; receipts required. Traveler pays originally and will be reimbursed upon submittal of receipts.
- d. Travelers will be reimbursed for meals and incidental expenses at the Federal (GSA) Per Diem Rates in effect for the area to which they are traveling. An expense report is required but receipts are not required. For Meals and Incidentals (M&IE) on the first and last day of travel – reimbursement will be prorated at 75% of the total M&IE rate. If any meals are included in the business function being attended, the per rate will be adjusted for those amounts. Example – if the M&IE rate is \$74.00 and lunch is included in the conference rate, then \$18 would be deducted, and the daily per diem M&IE allowance would be \$56.00.

The IHA may, at its sole discretion, allow the Traveler to claim the full M&IE reimbursement following such travel if: (1) the Traveler is unable to consume the furnished meal(s) because of medical requirements or religious beliefs and has provided the IHA in writing of such requirement, (2) the Traveler has requested approval to claim the full M&IE allowance prior to such travel, (3) the Traveler made a reasonable effort to make alternative meal arrangements but the Traveler was unable to do so and (4) the Traveler purchased substitute meals to satisfy the Travelers medical requirement or religious beliefs and has provided the IHA receipts of such purchase. Furthermore, the Traveler may make a claim for the full M&IE allowance if the Traveler was unable to take part in a Government-furnished meal due to the conduct of official business.

- e. All travel shall be made by the Principal Account Clerk, Operations Manager or Executive Director.
- f. All travel reports shall be submitted to the Board Chairman on a monthly basis.
- g. Reimbursement of travel expenses will be made only when the employee fully complies with IHA's policy regarding Employee Travel Expense statements.

The Executive Director will determine if travel prior to the date of training or conference is required. For example, if training occurs on a Tuesday and the training site is more than 2 hours away, travel will be on the day before. Depending upon the location of the training, weather conditions and travel time frames, travel may be two days prior to the start of the conference. The time of the year, weather, and the type and length of travel are determining factors. Staff will be compensated with per diem and hotel accommodation for each day during this entire time period. Travelers who travel on a weekend shall be paid their hourly rate for the time spent traveling or engaged in scheduled work on behalf of IHA.

If the IHA pays the expenses for an employee to attend training and the employee thereafter leaves IHA's employment within three months of the training, the employee will be required to reimburse the IHA for all training costs. The employee will be exempt from reimbursing the IHA if the employee leaves IHA's employment due to circumstances beyond their control such as health-related issues or has been employed by the IHA for more than five years.

USE OF PERSONAL AUTOMOBILES

Use of personal automobiles for business trips otherwise solely in the furtherance of the business of the IHA must be approved by the Executive Director prior to the travel date. When employees use their own automobiles for authorized travel, they will be reimbursed at the prevailing rate in accordance with the guidelines set forth by the Internal Revenue Service. Anyone using their own vehicle on authorized business is personally liable for any driving or parking violations they receive. And in the event of an accident that causes personal and/or property damage and/or injury, the employee's personal automobile insurance policy shall be primary to all other coverage. The use of drugs or alcohol is strictly prohibited while driving for IHA business purposes. It is the responsibility of the drivers to maintain a clean driving record and possess a current NYS Driver License. Failure to do so could result in disciplinary action, up to and including demotion and/or discharge.

USE OF IHA AUTOMOBILES

It is the responsibility of the drivers to maintain a clean driving record and possess a current NYS Driver License. Failure to do so could result in disciplinary action, up to and including demotion and/or discharge. Motor vehicle records will be checked periodically. The driver is the first line of defense against vehicular accidents due to his/her daily activities. Therefore, all employees who drive agency vehicles must:

- Sign out the specific vehicle in Microsoft Outlook.
- Return the vehicle no less than ¼ tank full of gas. The Sunoco/IHA company credit card shall be used for refueling. When traveling in areas where there are no Sunoco gas stations, please contact the Executive Director for another means of payment.
- Obey all laws and safety rules.
- There shall be no smoking or alcohol or drug use while traveling in IHA-owned vehicles.
- Report any mechanical difficulty encountered to their supervisor. Prompt reporting of damage, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.
- Notify your supervisor of any change in your license status or driving record.
- Drive defensively and assume a safety conscious attitude for their own safety and safety of others.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

<p style="text-align: center;">ARTICLE 28 SEXUAL HARASSMENT POLICY AND OTHER TYPES OF UNLAWFUL HARASSMENT</p>

Introduction

Ithaca Housing Authority is committed to maintaining a work environment free from sexual harassment, which is one form of employment discrimination. This Policy is one component of Ithaca Housing Authority's commitment to a discrimination-free work environment.

Policy:

1. This Policy applies to all employees. It also applies to individuals who are not employees of Ithaca Housing Authority but are employees of contractors, subcontractors, vendors, consultants, and other persons who provide services in Ithaca Housing Authority's workplace, such as interns.
2. Sexual harassment is not tolerated by Ithaca Housing Authority and is prohibited by this Policy. This Policy prohibits not only behavior that constitutes unlawful harassment, but also other inappropriate or unprofessional behavior that may reasonably be considered offensive or otherwise inappropriate. Employees and other individuals covered under this Policy will be subject to disciplinary or other corrective action for any violations of this Policy.
3. No person covered by this Policy shall be subject to adverse employment action because he/she makes a good faith report of an incident of sexual harassment, or provides information, or otherwise assists in any investigation of a sexual harassment complaint. Any person covered by this Policy who retaliates against anyone involved in a sexual harassment investigation is in violation of this Policy and subject to remedial or disciplinary action.
4. Ithaca Housing Authority will conduct a prompt, thorough, fair, and confidential investigation, consistent with this Policy, in response to any complaint about sexual harassment. Ithaca Housing Authority may also investigate other circumstances of inappropriate conduct occurring in its workplace or affecting the terms and conditions of employment for its employees or other individuals working in its workplace. Ithaca Housing Authority will take effective corrective action whenever sexual harassment or other inappropriate conduct is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

What Is "Sexual Harassment"?

Sexual harassment is a form of sex discrimination and is unlawful under federal and state law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment can consist of threats, derogatory comments, signs, jokes, pranks, intimidation, physical contact, violence, or other conduct which is of a sexual nature, or which is directed at an individual because of that individual's sex, where the conduct is so severe and pervasive as to alter the terms of employment for the individual subject to the harassment.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment, or any other terms, conditions, or privileges of employment. This is also called "quid pro quo" harassment.

Examples of Sexual Harassment

The following is a list of some of the types of acts that may constitute sexual harassment:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions.
- Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience.
- Written conduct such as authoring threatening, derogatory or offensive letters, e-mails, text messages, or social media posts.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes sexual displays on workplace computers or cell phones in the workplace.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or the status of being transgender.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassers can be a superior, a subordinate, a coworker or anyone else in the workplace, including an independent contractor, contract worker, vendor, client, customer, or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business, at employer-sponsored events, or other occasions outside work. Calls, texts, emails, and social media usage by employees containing inappropriate messages, language, or graphics may also constitute or contribute to unlawful workplace harassment, even if they occur away from the workplace, on personal devices, or during non-work hours.

What is "Retaliation"?

Retaliation includes any conduct, whether or not in the workplace or employment-related, which might deter a reasonable person from making or supporting a charge of discrimination or harassment and is directed at someone who engages in protected activity. Protected activity includes opposing a discriminatory practice, making a good faith report of a suspected violation of this policy, filing a harassment complaint, participating, assisting, or testifying in an investigation or proceeding of such a report or complaint, or encouraging a fellow employee to make a report.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. Ithaca Housing Authority cannot prevent or remedy sexual harassment unless it knows about it. Any employee or other person covered by this Policy who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to his/her immediate supervisor, the Executive Director, or any other management employee. If the Executive Director is the alleged harasser, a complaint can be made to the Board of Commissioners. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to any of the same individuals. If an employee makes a report to his/her immediate supervisor and believes the immediate supervisor is not taking appropriate action, the employee should report this inaction to the Executive Director. If an employee believes that the Executive Director is not taking appropriate action, the employee should report this inaction to the Board of Commissioners.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form, but using the form is not required. Employees who report sexual harassment on behalf of another person should state clearly that the complaint is made on another person's behalf.

The availability of this reporting procedure does not preclude individuals who believe they are being harassed from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Supervisory Responsibilities

Any supervisor or manager who receives a complaint or information about suspected sexual harassment, or observes conduct that may be sexually harassing behavior is required to take appropriate steps to address the conduct and to report such suspected sexual harassment to the Executive Director.

In addition to being subject to discipline if they engaged in sexually harassing conduct or retaliation themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Investigation of Sexual Harassment

All reports, complaints or other information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely and thorough manner commensurate with the nature of the complaint, and will be confidential to the maximum extent possible.

In conducting a fair and impartial investigation, Ithaca Housing Authority's procedures will include these "due process" protections: Ithaca Housing Authority will provide appropriate notice of the allegations to anyone who is the subject of a harassment complaint and an opportunity to provide a response to the allegations. Complainants and witnesses will be provided with an appropriate opportunity to present relevant information including documents relevant to the investigation. Ithaca Housing Authority may adapt and modify the investigatory procedure, in its discretion, based on the

nature of the complaint and the conduct at issue.

All employees and other individuals covered under this Policy are required to cooperate, as needed, in an investigation of suspected sexual harassment. Employees and other individuals who participate in any investigation are protected from retaliation.

All persons involved in the reporting and investigation of harassment are obligated to keep the information pertaining to the investigation confidential to the maximum extent possible, to protect the privacy of those involved in the investigation and to allow Ithaca Housing Authority to conduct an objective and fair investigation.

If Ithaca Housing Authority determines that this Policy has been violated, it will take effective remedial action commensurate with the circumstances. Any employee who has been found by Ithaca Housing Authority to have harassed another employee will be subject to corrective action, up to and including discharge where appropriate. If it is concluded that a non-employee has subjected an employee or other person protected by this Policy to conduct in violation of this Policy, prompt and effective action will be taken to stop the harassment and deter any future harassment.

Ithaca Housing Authority will notify the individual who was subject to the reported conduct and the person who filed the complaint, if different, of the conclusion of its investigation, and will follow up with that individual as appropriate under the circumstances.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by Ithaca Housing Authority but is also prohibited by state, federal, and, where applicable, local law. In addition to the procedures described in this Policy, individuals may choose to pursue legal remedies with applicable governmental entities and the courts.

The New York State Division of Human Rights (DHR) enforces the Human Rights Law (HRL), which prohibits sexual harassment in employment in New York State, and protects employees, and other individuals working in an employer's workplace. A complaint alleging a violation of the Human Rights Law may be filed either with the DHR, subject to a one-year statute of limitations, or in New York State Supreme Court, subject to a three-year statute of limitations. If unlawful discrimination is found after a hearing, the DHR or the court may award relief, which may include requiring the employer to take action to stop the harassment, to redress the damage caused, including reversing an unlawful employment action, and paying monetary damages, attorneys' fees, and civil fines. The DHR can be contacted at (888) 392-3644 or at www.dhr.ny.gov.

The U.S. Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 Civil Rights Act. An employee must file a complaint with the EEOC within 300 days from the conduct giving rise to the complaint. The EEOC investigates complaints, and may pursue a claim in federal court on behalf of the complaining party, or issue a Right to Sue Letter that allows an individual to pursue his/her claims in federal court. Federal courts may award remedies if discrimination is found to have occurred. The EEOC can be contacted by calling 1-800-669-4000 (1-800-669-6820 (TTY)), or at its website (www.eeoc.gov) or via email at info@eeoc.gov. If an individual files an administrative complaint with the DHR, the DHR will file the complaint with the EEOC to preserve the individual's right to proceed in federal court.

Many localities enforce laws protecting individuals from sexual harassment and discrimination. If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime, and it may be appropriate to report such conduct to the local police department.

ARTICLE 29 STANDARDS OF CONDUCT

For all employees, the maintenance of unusually high standards of honesty, integrity, impartiality, and conduct of IHA employees is essential to assure the proper performance of the IHA's business and the maintenance and confidence in the IHA by the citizens of the community. The avoidance of misconduct and conflicts of interest on the part of employees through informed judgment is indispensable to the maintenance of these standards.

The IHA requires that each employee shall conduct him/herself in a manner that facilitates the effective accomplishment of the work of the IHA, observing at all times the requirements of courtesy, consideration, and promptness with respect to their colleagues, beneficiaries of public housing authority (PHA) programs, elected officials, and members of the general public.

MINIMUM REQUIREMENTS

The following should be the minimum requirements for acceptable conduct among all IHA employees. No employee should:

- (a) Engage in any outside employment or any other activity, which interferes in any way with the full performance of his/her duties and responsibilities.
- (b) Have a direct or indirect financial interest that conflicts substantially, or appears to conflict substantially, with duties and responsibilities, or engage in a financial transaction as a result of relying on information obtained through employment.
- (c) Engage in criminal, infamous, dishonest, or notoriously disgraceful conduct, or other conduct prejudicial to the Authority.
- (d) Use alcohol or drugs during working hours or while on call.

ARTICLE 30 COBRA

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under IHA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage at IHA's group rates plus an optional 2 percent administrative fee (fee to be determined at the discretion of the Executive Director).

ARTICLE 31 RETIREMENT PLAN

All regular full-time and part-time (30+ hours per week) employees are required to be enrolled in the New York State and Local Employees' Retirement System. The effective date of this program is the first day the employee attains regular employment status. Non-regular employees will be offered this benefit, however, joining is optional until the employee receives permanent status. See informational booklet from New York State and Local Employees' Retirement System for details. Prior to retirement, an employee should do the following:

- Notify Accounting of retirement date in writing at least 30 days in advance of retirement.
- File Retirement Application with the NYS Retirement System at least 30 days but no more than

- 90 days before the effective date of retirement.
- Consult with NYS Retirement System representative. This step is optional, but strongly recommended.
- Acquire current leave time balances from Accounting.
- Evaluate options for cashing in leave time and/or applying toward insurance coverage.
- Notify Accounting on how leave time is to be applied at retirement (cash and/or insurance). Notification should be in writing.

ARTICLE 32 DEFERRED COMPENSATION PLAN

Any employee may voluntarily participate in a deferred compensation plan offered through a qualified third party that will provide employees with a convenient way to provide for a long-term retirement program. A deferred compensation program will let employees defer, or “set aside,” a portion of their current earnings through payroll deductions, and place them into an account for their retirement. This is a totally voluntary program with all contributions coming from the individual. The IHA will administer the payroll deductions.

ARTICLE 33 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

In September of 1996, the federal Health Insurance Portability and Accountability Act of 1996(HIPAA) was signed into law. HIPAA helps people who are currently employed, have health insurance and want to change employers. Currently some health insurance plans do not cover pre-existing medical conditions. HIPAA limits this practice so that most plans must cover an individual's pre-existing condition after 12 months. If at the time you change jobs you already have 12 months of continuous group health coverage, you will not have to start over with a new 12-month exclusion for any pre-existing conditions. Under HIPAA your new employer will be required to give you credit of the length of time that you had continuous group health coverage. Employers must issue certificates to terminated employees and their covered dependents outlining how long the individual was covered under the benefit plan and describe the waiting periods that applied. Employees can request the certifications as often as necessary up to two (2) years from departing employment.

ARTICLE 34 REPORTING ACCIDENTS

An employee who is injured in the performance of his/her duties shall immediately report the accident to his/her supervisor and shall submit a written and signed statement outlining the details of the incident. The employee shall follow the reporting instructions outlined in the (1) Procedure for Reporting Auto Accidents and (2) Procedure for Reporting Accidents as shown below. The written statement shall then be submitted to his/her immediate supervisor and a copy sent to the Executive Director as well as the Finance Department. The Finance Department will submit the necessary paperwork to the appropriate governmental agency for filing.

Procedure for Reporting Auto Accidents

- **Call police immediately even if there is no damage; IHA must have a police report.**
Emergency 911 IPD 272-3245 TC Sheriff 257-1345
- **Call your supervisor.**
- **Located in the glove box of each IHA vehicle is a form called Driver's Report of Vehicle Accident. Make sure the form is filled out correctly:**

- 1) Who was driving?
 - 2) Where did the accident happen? Include correct location.
 - 3) When did it occur? -- time & date
 - 4) What was employee doing at the time of accident?
 - 5) Did anyone require medical treatment?
 - 6) Were there any witnesses?
 - 7) Get the police case #.
 - 8) Take pictures of both vehicles and email them to the Principal Account Clerk.
- Give all information and completed form to the Principal Account Clerk.
 - Inform the Executive Director.
 - **Should an employee choose to neglect the IHA Procedure for Reporting Auto Accidents, you may be held liable for all costs associated with the damage and appropriate disciplinary action up to and including termination will be applied.**
 - **Under no circumstances should you make promises of payment or admit fault when dealing with a claimant.**

Procedure for Reporting Accidents

- Assess the situation **call 911** if needed.
- **ALL Accidents need to be reported injured or not.**
- If it is an **IHA Resident**, call the Case Manager for Elderly/Disabled. If she is unavailable, notify the receptionist immediately so that the appropriate staff can be contacted. **IHA employees** call their supervisor.
- Get a **Report of Claim / Incident form** located at the Reception Desk, Titus Towers 2 front office, or any Department Supervisor. Make sure the form is filled out correctly.
 - 1) Who was injured?
 - 2) Where did the accident happen? Include correct location.
 - 3) When did it occur? -- Date & Time
 - 4) What was person doing at the time?
 - 5) What body part was involved; be specific right or left.
 - 6) Was medical treatment required?
 - 7) Were there any witnesses?
 - 8) If possible, have injured person sign the bottom of the form
- Call the Facilities and Maintenance Manager and have him take pictures of the area of accident site if and what added to the result of the accident.
- Inform the Executive Director.
- Take completed form to the Principal Account Clerk.
- If an employee is injured they need to see the Principal Account Clerk to complete an additional supplemental report. This needs to be reported to the Workman's Compensation Board immediately.
- **Under no circumstances should you make promises of payment or admit fault when dealing with a claimant.**

ARTICLE 35 MAINTENANCE OF PERSONNEL RECORDS
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The Executive Director shall insure that adequate personnel records are maintained for each employee of the IHA. Such records shall include dates of appointments and promotions, job titles and job descriptions, salaries, commendations, disciplinary actions, leave of any type taken and accumulated, merit ratings, and evaluation forms completed by the Executive Director and other supervisors. Upon written request to the Executive Director made at least two (2) business days in advance, provided that the Executive Director is present in the office to receive the written request, all employees shall have the right to review their Personnel File in the presence of the Executive Director or someone

appointed by the Executive Director.

<p style="text-align: center;">ARTICLE 36 ACCEPTANCE OF GRATUITIES BY EMPLOYEES</p>

All employees of the IHA are forbidden from accepting any gratuities of an influential nature from any tenant. Acceptance of such gratuities will result in disciplinary action by the Executive Director.

<p style="text-align: center;">ARTICLE 37 COMPUTER CODE OF CONDUCT</p>
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The IHA computer system is the sole and exclusive property of IHA. By using IHA's computer system, each employee consents to abide by and to be governed by each aspect of this Code of Conduct. This code of conduct is established to create a clear understanding of how IHA computers will be utilized. These policies and procedures further define responsible computer use at IHA. The use of IHA computers in a relatively open way depends upon compliance with this code. The rules of conduct for computer use include, but are not limited to, the following:

COMPUTER WORKSTATIONS

1. Each computer is a company-owned business tool.
2. A professional and conscientious attitude and behavior on the part of all computer users is expected and required.
3. Users may not use valuable IHA time and storage space on their computer by deliberately running wasteful or inappropriate programs (example - games, etc.)
4. Users should immediately disclose to the Executive Director any misuse of the computer equipment, and cooperate with system administrators during the investigation of the abuse.
5. Any problems with the computer equipment shall be reported to the Executive Secretary.
6. Users may not transfer or duplicate any data from their computers to an offsite location without the consent of their supervisor.
7. Each user will be personally liable for damages resulting from spills of food or drinks on the computer equipment.
8. Users will not engage in any activity that attempts to compromise the security of the computers.
9. Experimentation which purposefully or through negligence disrupts the intended use of the network and computer resources is prohibited.
10. Users must not destroy the integrity of information available on IHA computers. All programs and data files stored on IHA computers are presumed to be private, confidential and the property of IHA.
11. Each user must not compromise the privacy of any other user.
12. Access to electronic communications such as email and Internet is a privilege that must be used with intelligence and discretion.
13. Improper communications, i.e., derogatory, harassing, defamatory, obscene or otherwise are deemed inappropriate use of email and Internet.
14. Do not stick magnets on your computer as it could potentially damage the components. User will be responsible for cost to repair if failure to abide by this.

SOFTWARE

- It is the personal responsibility of each user to respect legal and ethical requirements pertaining to the proper use of the copyrighted software.
- Users may only install software provided by IHA.
- The installation of personal software on IHA computers is prohibited without prior approval from the Executive Director. Personal software that has been approved can reside only on the

- computer for which permission was explicitly granted.
- Any software from offsite must be approved by the Executive Director and checked for viruses before installation on IHA computers.

PASSWORDS

- A password will be utilized on each computer for security purposes.
- Your password must be disclosed to the Executive Secretary where it will be kept on file. Account or password sharing is prohibited, unless authorized by the user's supervisor.
- Each user is responsible for the security of his/her own computer and associated data disks.
- Access to shared files may only be given to applicable users.

E-MAIL/INTERNET/ELECTRONIC COMMUNICATIONS POLICY

All e-mail messages, data, files, programs, internet web sites, text messages to and from IHA-owned cellular telephones, and all other material or information (collectively referred to as "Electronic Communications") stored in or transmitted via IHA's computer systems and cellular telephones are IHA records and are the sole and exclusive property of IHA. Employees have no right to privacy in regard to their use of IHA computers or cellular telephones. By using the IHA Electronic Communications system, each employee consents to abide by and to be governed by each aspect of this policy. This policy is established to create a clear understanding of how IHA's Electronic Communications system will be utilized.

The usage guidelines for IHA's Electronic Communications system include, but are not necessarily limited to, the following:

- E-mail and text messaging are common forms of communication, both on a business and personal level; however, abuse of either of these forms of communication is not permitted. Examples of abuse include, but are not limited to, excessive personal e-mail or text messaging, and transmittal of offensive material.
- Some messages contain confidential information, and each user agrees to exercise caution when transmitting e-mail or text messages to outside parties.
- Communications that are derogatory, defamatory, harassing, threatening, or obscene are inappropriate and prohibited.
- Excessive use of the internet for personal reasons is prohibited.
- Accessing the internet for any improper purpose, including, but not limited to, viewing pornographic web sites, downloading music, photographs, movies, or other similar files for personal use, accessing social networking web sites, and accessing personal e-mail accounts, is prohibited.
- Transmitting messages from IHA computers or cell phones that adversely affect IHA's image is prohibited.
- Damaging viruses are often transmitted via e-mail; therefore, it is recommended that extreme caution be used when opening e-mail messages from unknown individuals. The retrieval of executable files (.exe) from untrusted sources is prohibited. Such action can lead to the introduction of viruses or pirated, unlicensed programs.
- Keep IHA's standard anti-virus software enabled at all times.
- If a user suspects that his or her computer or cell phone has become infected with a virus, please report it immediately to the Executive Secretary, and do not transmit further e-mails until the virus has been removed.
- Users are prohibited from providing IHA-assigned e-mail addresses to subscribe to non-business related web sites.

IHA has the capability and reserves the right to examine and monitor all Electronic Communications to ensure no violations of this policy and for all other business purposes, including the right to access, examine, monitor, and review employee e-mails, text messages, and internet use, as well as any and

all files or other information stored on IHA's computers or computer system. The inappropriate use of IHA's Electronic Communications system is not permitted and could subject an employee to disciplinary action up to and including immediate termination. Each employee's use of IHA's Electronic Communications system constitutes the employee's consent to such access, examination, monitoring, and review.

<p style="text-align: center;">ARTICLE 38 TELEPHONE (including cellular) USAGE POLICY</p>

IHA's telephone system and the cellular telephones issued by IHA to its employees are its sole and exclusive property. By using the IHA telephone system and the cellular telephones issued by IHA, each employee consents to abide by and to be governed by each aspect of this policy. This policy is established to create a clear understanding of how IHA's telephone system and the cellular telephones issued by IHA to its employees will be utilized.

The usage guidelines for IHA's telephone system and the cellular telephones issued by IHA to its employees include, but are not necessarily limited to, the following:

1. Each telephone (desk telephone and cellular telephone) is an IHA-owned business tool.
2. A professional and conscientious attitude and behavior on the part of all users is expected and required.
3. All desk telephones and cellular telephones owned by IHA shall be used for business purposes only except where a personal emergency arises.
4. Employees will be required to reimburse IHA for any long-distance personal calls made from IHA-owned telephones.
5. Users should immediately disclose to the Executive Director any misuse of IHA-owned telephones, and cooperate with management during the investigation of the abuse.
6. Any problems with IHA-owned desk telephones shall be reported to the Executive Secretary.
7. Any problems with IHA-owned cell phones should be reported to the Principal Account Clerk.
8. Users may not use IHA time and storage space on their cell phone by downloading inappropriate (as reasonably determined by the Executive Director) programs or applications.
9. Users will not engage in any activity that attempts to compromise the security of the cell phone or data on the cell phone.
10. Users must not destroy the integrity of information available on IHA cell phones. All programs stored on IHA cell phones are presumed to be private, confidential and the property of IHA.
11. Users shall not use the cellular telephone to transmit, distribute or store material that may be harmful to or interfere with the IHA network.
12. If an employee loses a cell phone, it is the responsibility of the employee to notify their supervisor within 24 hours of the loss.
13. Each user will be personally liable for damages resulting from misuse of IHA-owned telephones.
14. It is the personal responsibility of each user to respect legal and ethical rules pertaining to the proper use of IHA-owned telephones.
15. Cellular telephones issued by IHA to its employees are intended for use by the employees to whom they are issued, and may not be loaned to or used by anyone else.
16. Personal cellular telephones must be on vibrate or turned off, and may be answered only under emergency circumstances, while employees are on duty. Personal cellular telephones may be used during break and lunch periods.
17. Each employee's use of the internet, e-mail, and text messaging functions of an IHA-owned cellular telephone must comply with IHA's E-Mail/Internet/Electronic Communications Policy set forth in this document.

IHA shall regularly monitor and review all usage bills as well as perform physical inspections of its

telephones to ensure no violations of this policy and for all other business purposes. In addition, when IHA believes that a violation of this policy or other misconduct has occurred, or when needed to evaluate employee performance, it may monitor and/or record employee telephone conversations. The inappropriate use of IHA telephones in violation of this policy is not permitted and could subject an employee to disciplinary action up to and including immediate termination. Each employee's use of IHA's telephones constitutes the employee's consent to such monitoring and review.

<p style="text-align: center;">ARTICLE 39 SMOKE-FREE HOUSING POLICY</p>

POLICY STATEMENT

The Ithaca Housing Authority (IHA) is committed to providing a healthy, productive and respectful environment in which to live and work. Effective May 1, 2018 smoking will be banned in and on all IHA managed housing properties, including but not limited to all buildings, apartments, dwelling units, offices, vehicles, playgrounds and common areas, unless otherwise designated. This policy applies to all persons entering properties of the IHA, including but not limited to, residents, guests, visitors, contractors, vendors, employees, staff, and volunteers.

All provisions, terms and conditions appearing in this smoke and tobacco-free policy are incorporated and made part of the Resident Dwelling Lease, the Employee Handbook, and the Maintenance Union Agreement. Smoke-Free Public Housing is a US Department of Housing and Urban Development (HUD) Mandate, and through Notice and Regulation, HUD has required Public Housing Authorities to implement a smoke-free policy.

1.0 POLICY

- 1.1 Unless permitted in an otherwise designated area, smoking is prohibited on all property owned by the IHA, be it private or common areas. Any resident, including members of their household, guests, or visitors will be considered in violation of their lease if found smoking, or if evidence of smoking attributable to the resident or to those persons is found, in any IHA facility, house or apartment or anywhere on IHA property that is deemed as a non-smoking area. It is the purpose of this policy to mitigate: (i) the irritation and negative health effects of secondhand smoke, (ii) the increased risk of fire from smoking, (iii) the increased maintenance, cleaning and redecorating costs from smoking.

2.0 DEFINITIONS

- 2.1 "Smoke" or "smoking" means inhaling, exhaling, breathing, burning or carrying any lighted or heated cigar, cigarette, pipe, other smoking device for burning tobacco, other device designed to accomplish, enable or imitate the act of smoking, or similar lighted product in any manner or in any form, or any electronic or non-electronic device that provides a vapor of liquid nicotine and/or other substances which simulates smoking, be it e-cigarettes, e-cigars, e-pipes, hookahs, and all vapor/vaping devices or any other name referred to.
- 2.2 "Dwelling Unit" is defined as the residence occupied by a person(s), which are the interior and exterior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, and other space within the unit, as well as porches and patios.
- 2.3 "Common Spaces" are defined as areas within the building interior that are open to the public, including but not limited to, entryways, patios, porches, hallways, elevators,

management offices, community kitchens, community rooms, community bathrooms, lobbies, reception areas, laundry rooms, storeroom, stairwells, and any other area accessible to employees, residents and guests.

3.0 PROPERTY DETAILS

- 3.1 All areas of property owned by the IHA, be it dwelling units, high rises, and common areas, private or public, are smoke-free, unless otherwise designated.

4.0 MANAGEMENT RESPONSIBILITIES

- 4.1 The IHA shall post “No Smoking” signs at entrances and exits, as well as signs for designated smoking areas.
- 4.2 Receptacles will be provided by the IHA at any designated smoking areas. All smoking residents and guests are required to dispose of their smoking materials in appropriate collection receptacles.
- 4.3 All residents will be given a copy of the Smoke-Free Policy and will be required to sign the new lease which contains the smoke-free requirements.

5.0 RESIDENT RESPONSIBILITIES

- 5.1 Resident agrees to refrain from and cause Resident’s household members, Resident’s guests, and other persons entering upon the Resident’s dwelling unit to refrain from smoking tobacco products, be it inhaling, exhaling, breathing, burning or carrying any lighted cigar, cigarette, pipe, or other smoking device for burning tobacco or similar lighted product in any manner or in any form, or any electronic or non-electronic device that provides a vapor of liquid nicotine and/or other substances which simulates smoking, be it e-cigarettes, e-cigars, e-pipes or any other name referred to, in all areas of property owned by the IHA, being both private and common, whether enclosed or outdoors, including but not limited to, all living units, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, entry ways, patios, porches, playgrounds, and elevators.
- 5.2 Residents shall be responsible to inform all their guests and visitors that their dwelling unit and all areas of the IHA are smoke-free, unless otherwise designated, and that their housing may be affected by violators.
- 5.3 Smoking shall be permitted in designated and limited areas only, which locations may be subject to change.
- 5.4 Residents are encouraged to promptly give Landlord notice in writing of any incident where tobacco smoke is migrating into the Resident’s unit from sources outside of the Resident’s unit. Residents are required to complete and submit a Notice of Incident to the IHA Office form when reporting an incident.

6.0 DISCLAIMERS

- 6.1 Resident acknowledges that Landlord’s adoption of a non-smoking living environment does not make the Landlord or Landlord’s agents, representatives, servants, and/or employees, the grantor of Resident’s health or of the non-smoking condition of the Resident’s unit and the common areas. IHA is not a guarantor of Resident’s well-being related to smoke-free environment. Residents understand and accept that

landlord's adoption of a Non-smoking Policy, and efforts to enforce such policy, do not constitute representation or guarantee by the IHA or any of its managing agents of any direct or consequential benefits to the Resident's health or well-being. IHA will take reasonable steps to enforce the Non-smoking policy. IHA will address violations of the policy which shall be upon IHA's sole discretion.

- 6.2 Resident acknowledges the IHA's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way warranty (implied or expressed) or render IHA's buildings and premises any safer, more habitable, or improved in terms of air quality standards than any other rental premises, or that they be free from secondhand smoke. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this policy than any other landlord obligation under the Lease. Resident understands and accepts that IHA's adoption of a non-smoking living environment, and efforts to designate portions of the Property as non-smoking, do not in any way modify or add to the standard of care that IHA has under applicable law to maintain the Property safe relative to air quality. IHA makes no implied or express warranties that the air quality will be higher than other comparable rental properties as a result of the Non-smoking Policy. IHA cannot and does not warranty or promise that the Property will be free from second-hand smoke. IHA's ability to police, monitor or enforce this Policy is dependent in part on voluntary compliance by Residents and Resident's guests.
- 6.3 Notice to Residents with respiratory ailments, allergies or other conditions related to Smoke. This Policy constitutes notice that IHA does not assume any duty of care to enforce this Policy higher than that under the rental agreement.
- 6.4 The IHA is under no obligation to provide designated smoking areas.
- 7.0 **VIOLATIONS**
 - 7.1 Any resident, including members of their household, guests, or visitors will be considered in violation of the Resident's lease if found smoking in any IHA facility or dwelling unit or anywhere on IHA property not designated as a smoking area.
 - 7.2 Resident acknowledges that three violations will be considered to be a repeated violation of the material terms of the lease and will be cause for eviction. The first violation will result in a written warning to the resident. A second violation will result in written warning with a fine of \$200.00. A third violation will result in termination of the lease.
 - 7.3 Resident acknowledges that the remedy for smoking within the apartment after the first warning will be the assessment of a charge of Two Hundred Dollars (\$200.00). There will be an assessment of \$200 for each and every smoking incident thereafter. Charges will be used by Landlord towards the costs of refurbishing the dwelling unit. Said charges will be deemed additional rent and shall be recoverable by the IHA.

The IHA Board of Commissioners supports the Smoke-Free Housing Policy and recognizes that exposure to secondhand smoke is harmful to public housing residents, staff and visitors and will provide an opportunity to lower overall maintenance costs and reduce the risk of catastrophic fires in properties.

POLICY DISTRIBUTION

Upon adoption of this policy, all current residents of properties covered by this policy will be given two copies of the policy. After review, the resident will sign one copy and return the executed copy to the IHA Office within seven (7) days after its distribution. The signed copy will be placed in the resident's file. New residents will be given two copies of the smoke-free policy at the time they execute their lease. After review, the resident will sign one copy and return the executed copy to the IHA Office. The signed copy will be placed in the resident's file.

EFFECTIVE DATE OF THE POLICY

This Policy is effective on May 1, 2018 for all residents, their guests, and all employees, contractors, business invitees who provide services to any IHA properties.

ARTICLE 40 BREACH OF CONFIDENTIALITY/PUBLIC STATEMENTS

It is the responsibility of all IHA employees to safeguard sensitive Authority information. The nature of our business makes available to us both client and Authority-sensitive information that must be protected. Continued employment with the Authority is contingent upon compliance with this policy.

Employees may not make public statements which purport to be statements made on behalf of IHA without prior approval of the Executive Director. This requirement applies to both oral and written communications, including fliers and brochures, etc.

ARTICLE 41 NON-DISCRIMINATION

Neither the Employer nor the Union will discriminate against any employee because of race, sex, color, creed, religion, age, national origin, marital status, or disability or any other protected category to the extent that these various types of discrimination are prohibited by State or federal law. It shall be the policy of the IHA to appoint, promote, demote and remove all employees without regard to political considerations. For the purpose of this section, employees shall include full-time, temporary, probationary, seasonal or part-time personnel appointed by the IHA and receiving from the IHA an annual or hourly reimbursement for their services.

ARTICLE 42 DURATION

This Agreement shall be effective at 12:01 a.m. on October 1, 2024, and shall continue in full force and effect through and including midnight September 30, 2027, and from year to year thereafter (i.e., October 1 through September 30), or until a new contract is agreed to between the parties hereto.

ARTICLE 43 V-CAP CHECK-OFF

Employees shall have the option of enrolling in a voluntary V-CAP Fund Check-Off. The employee shall have the right to enroll in the fund at reasonable, specified times agreed upon by the Union and the Ithaca Housing Authority. Enrollment shall be by written authorization signed by the employee directing the Ithaca Housing Authority to make the V-CAP Fund deduction.

ARTICLE 44 POLITICAL ACTIVITY

IHA employees shall not engage in any political activities during working hours or on IHA property, nor shall they at any other time participate in political activities so as to impair their usefulness in the positions in which they are employed. Employees shall not seek or accept nomination, election or appointment to any partisan municipal, state and federal office where there is a potential conflict of interest without first obtaining a leave of absence. Employees shall not directly or indirectly use or seek to use the IHA or influence of their positions to control or modify the political action of another person. No person shall invite, demand or accept payment or contribution from IHA employees for campaign purposes. Employees whose principal employment in connection with an activity financed in whole or in part by loans or grants made by the United States or by any Federal agency may also be subject to the restrictions of the (Federal) Hatch Act, applying to partisan political activity. Nothing in this section shall be construed to prevent IHA employees from becoming or continuing to be members of any political party, club or organization, attending political meetings, expressing their views on political matters outside of working hours and off IHA property, circulating petitions on public questions or voting with complete freedom in any election.

ARTICLE 45 SAFETY POLICY

The health and well-being of the Ithaca Housing Authority as a community organization is of vital importance. This includes our residents, employees, members of the Board, consultants, contractors and vendors. The active participation of the Authority's employees and residents in and around our various developments is necessary to make the occupational health and safety program a success.

The Ithaca Housing Authority's primary goal has been and is to decrease the number of safety and health-related accidents, injuries, and losses at each Authority property. Authority management shall work closely with all employees through appropriate channels to develop more effective and efficient programs.

The Authority shall encourage research to discover and design better ways to protect the safety of its employees and to promote the health of its employees and concerned community.

The safety of employees, the public and all tenants must be preserved and maintained in all procedures, rules and actions. Safety is not to be sacrificed for expediency or shortcuts. The *key individual* in the Authority Safety Program is the person in charge — the manager or supervisor. The safety of the people, equipment and material assigned to that supervisor is that individual's responsibility.

All employees are part of the Safety Committee which is responsible for identifying hazards and unsafe work practices, removing obstacles to accident prevention, and helping evaluate the Authority's effort to achieve an accident and injury-free workplace.

All employees have responsibility for their own safety as well as for the safety of their fellow workers. They are expected to participate in the safety and health program, which includes immediately reporting accidents, hazards, and unsafe work practices to a supervisor, and wearing required personal protective equipment where applicable.

The Authority's separate departments are encouraged to cooperate and share ideas and information through the Authority's Risk Control Committee. As often as possible, the Authority shall use its employee communication program to exchange such ideas as the following:

Conditions of Work — The Ithaca Housing Authority does and will continue to provide safe and healthful working conditions in all of its facilities.

1. Department Heads will evidence their active support of safety in their functions by:
 - a. Striving to achieve the goal of zero accidents and injuries.
 - b. Cooperating with the Risk Control Committee in implementing safety programs at all levels of operation and at all times.
 - c. Making discussion of safety and related problems a regular procedure at management and/or staff meetings.
 - d. Provide mechanical and physical safeguards wherever they are necessary.
 - e. Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable OSHA safety and health requirements.
 - f. Investigate accidents to determine the cause and prevent similar accidents.
 - g. Reporting regularly on program status to the Risk Control Committee with recommendations for improvements, as necessary, to meet changing conditions.
2. Department Heads will carry the Safety Program to the worker level. This will be accomplished by:
 - a. The Department Heads will be recognized as the key persons in effectively promoting and enforcing the Safety Program.
 - b. The Department Heads will discuss safety with their employees on a regular basis, either collectively or individually.
 - c. The Department Heads will see that every new employee is thoroughly instructed in the general safety practices and procedures of the company at time of employment.
 - d. The Department Heads will educate the employees on the specific safety instructions applicable to the department, or to the operation to be performed, and will follow up closely to make sure the instructions are understood and being followed.
 - e. The Department Heads will comply with OSHA standards throughout the Authority through adherence to the code of federal regulations, awareness, training, record keeping and general safety guidelines.

OSHA Compliance — the Ithaca Housing Authority does and will continue to comply with or exceed applicable Occupational Safety and Health Administration (OSHA) rules and regulations. The Authority shall cooperate in a reasonable manner with OSHA reviews and inspections. Department Heads will be present at all OSHA inspections.

Workers' Compensation — The Authority does and shall continue to comply with applicable New York State Worker's Compensation laws.

Environmental Health — The Authority recognizes its duties under various state and federal environmental health laws and shall try to prevent the development or continuation of harmful environmental conditions resulting from Authority operations.

Authority Property — Each employee is responsible for the safe and proper operation of any Authority property, equipment and vehicles. The employee shall notify his/her immediate supervisor of any malfunction or damage to, or loss of, Authority property (this includes keys, cellular telephones, etc.). Only in cases of willful destruction or abuse will an employee be held liable for damages to Authority property not covered by insurance. Each employee, however, should be aware that it is his/her duty to minimize Authority insurance claims. Appropriate Authority employees shall develop and conduct adequate property, equipment, and vehicle maintenance programs. Employees should realize that regular maintenance is essential to the safe use and long-term operation of Authority equipment and vehicles.

SIGNATURES

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA and its affiliate LOCAL 2300

ITHACA HOUSING AUTHORITY

X Christine Johnson

By:

By: Christine Barksdale, Chairperson

Print Name: Christine Johnson

Date: _____

Date: 10/1/24

X _____

By:

By: Brenda C. Westfall, Executive Director

Print Name: _____

Date: _____

Date: _____

X _____

By:

Lonnie Everett

Print Name: Lonnie Everett, International Servicing Representative

Date: 9/27/2024