

# Employee Handbook

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***Invest. Build. Believe.***

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## **010 INTRODUCTORY STATEMENT AND NATURE OF EMPLOYMENT**

This handbook is designed to acquaint you with RIHousing and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Corporation to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As RIHousing continues to grow, the need may arise to amend policies described herein. RIHousing therefore reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion, except for its policy of employment-at-will, which can only be changed by the Board of Commissioners. RIHousing will try to provide employees with advance notice of such changes as they occur.

This employee handbook is not an employment contract and is not intended to create contractual obligations of any kind. Nor is this handbook intended to create a contract guaranteeing that you will be employed in any specific position or for any specific time period. Employment at RIHousing is employment-at-will; meaning the Corporation or the employee may terminate the employment relationship at any time, for any reason, with or without cause and with or without notice. Nothing in the Employee Handbook or in any document or statement, written or oral, modifies the at-will nature of your employment with the Corporation. No officer, employee or representative of the Corporation is authorized to enter into an agreement—express or implied—with any employee for employment for a specified period of time unless such an agreement is in a written contract signed by the Board of Commissioners.

Similarly, RIHousing can revise or eliminate any benefit or privilege at any time. While the employee handbook references current benefit plans, employees should refer to the actual plan documents and summary plan descriptions for answers to specific questions regarding the benefit plan. Those documents are controlling.

## 020 CORPORATION PURPOSE AND STRUCTURE

RIHousing is a quasi-public Corporation chartered by the General Assembly to encourage the investment of private capital and stimulate the construction and rehabilitation of residential housing through the use of public financing, to provide construction and mortgage loans, to make provisions for the purchase of mortgage loans, and to provide rental assistance to low-income households.

RIHousing operates at no cost to Rhode Island taxpayers with its operating expenses supported from fees and earnings received from its various multi-family and single-family homeownership financing programs.

The powers of RIHousing are vested in seven Commissioners: the Director of the Department of Administration, the General Treasurer, the Director of the Department of Business Regulation serving ex officio, and four other members appointed by the Governor with the advice and consent of the State Senate.

RIHousing established by the Board of Commissioners consists of five Divisions, including an Executive office. The Divisions are Executive, Homeownership, Leased Housing and Rental Services, Development, and Loan Servicing.

The Executive Director is appointed by the Commissioners. All other employees are appointed by the authority of the Executive Director. RIHousing employees are not employees of state government and are not covered by civil service laws. All personnel regulations, pay scales, work rules, benefits, and employment procedures are established by RIHousing but may also be impacted by state and federal laws.

Purchases made by RIHousing are independent of the State's purchasing office, but in accordance with regulations adopted by the Corporation in conformance with the State Purchasing Act. RIHousing receives no federal funds and is not considered a "recipient" within the meaning of Title VI, Title IX, or the Rehabilitation Act.

As an instrument of the State, however, RIHousing is bound by its enabling legislation to requirements for equal opportunity and affirmative action in its own employment and in the design and administration of its programs. Every aspect of RIHousing activity has been reviewed and will continue to be monitored as to its conformance to these important obligations.

## **101 EMPLOYEE RELATIONS**

RIHousing's work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in Rhode Island. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their Supervisors. If employees do not feel comfortable reporting concerns directly to their Supervisors, they should report any concerns to the Director of Human Resources.

## **102 AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY**

RIHousing has adopted an Affirmative Action Plan, which is updated annually. Copies of the plan are filed with the State of Rhode Island Office of Equity, Diversity and Inclusion, and with the House Fiscal Advisor in accordance with appropriate State regulations. RIHousing treats all job applicants and employees fairly and in accordance with the law. RIHousing is committed to taking affirmative action to eliminate all vestiges of societal discrimination and assuring its workforce is reflective of the Rhode Island population. RIHousing shall use as recruitment sources: internal job posting program, and inclusive job boards.

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at RIHousing will be based on merit, qualifications, and abilities. RIHousing does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, gender expression or identity, age, disability, genetic information, marital status, pregnancy, children or related medical conditions, sexual orientation, veteran or uniform service member status, or any other characteristic protected by law.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate Supervisor or the Director of Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

The Director of Human Resources is responsible for administering the Affirmative Action program and serves as Affirmative Action/EEO Officer for RIHousing.

## 102 HIRING OF RELATIVES

RIHousing is committed to a policy of employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives.

Due to potential for perceived or actual conflicts, RIHousing may hire a family member of a person currently employed only if: a) the candidate for employment will not be working directly for or supervising a family member, b) the candidate for employment will not have direct interaction with their family member's position, and c) the candidate for employment will not occupy a position in the same line of authority in which an employee can initiate or participate in decisions involving a direct benefit to a family member. Such decisions include hiring, retention, transfer, promotion, wages and leave requests.

For the purpose of this policy, "family member" is defined as the following: parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first cousin, husband, wife (as defined by state law), stepparent, stepchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above and cohabitating couples or significant others.

Candidates for employment must disclose their family members to RIHousing at the time of application. This disclosure will enable RIHousing to determine whether a conflict exists based on the individuals involved and the nature of the employment.

If any employee, after employment or change in employment, enters into a relationship that results in employees becoming family members that creates a potential conflict as defined above, one of the affected individuals must immediately notify his/her supervisor and seek a new position in another department. If a change in department cannot be made by one of the affected employees within 30 days of reporting such relation, a voluntary resignation from one of the relatives will be accepted. If a voluntary resignation is not offered, RIHousing shall terminate one of the affected employees at its discretion.

Any questions or concerns about the meaning of specific terms or the administration of this policy should be addressed to the Director of Human Resources.

Nothing in this policy is intended to unnecessarily restrict an employee's rights under laws such as the Rhode Island Labor Relations Act, to limit or prevent employees from discussing the terms and conditions of their employment with one another or to infringe upon employees' rights to engage in protected concerted activity. This policy applies to all current employees and candidates for employment.



### **Purpose and Scope**

RIHousing strives to provide a work environment that is collegial, respectful, productive, fair, and free of unlawful harassment or discrimination. In keeping with its commitment to provide equal opportunity to staff, and in order to avoid potential conflicts of interest, favoritism, exploitation, harassment, or breaches of professional standards, RIHousing has established this policy to provide guidance for the conduct of personal relationships between all employees, including Supervisory personnel and members of the Board of Commissioners, in an attempt to prevent conflicts and maintain a productive and friendly work environment.

A “personal relationship” is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

Individuals in Supervisory roles, and those with authority over others’ terms and conditions of employment, are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the terms and conditions of employment of individuals in subordinate positions.

“Supervisor” or “Supervisory” applies to any person who has the authority and/or responsibility to hire, promote, discipline, evaluate, assign, or direct staff or employees of RIHousing. This includes members of the Board of Commissioners.

### **Procedures**

- During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity. During nonworking time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between Supervisors and their subordinates. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on corporation premises, whether during working hours or not.
- An employee who is involved in a personal relationship with another employee may not work directly for or supervise the employee with whom he or she is involved. RIHousing reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination. Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to discipline.
- Employees involved in personal relationships with a Supervisor, Manager, executive or other corporation official with RIHousing must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the immediate Supervisor, the Director of Human Resources (HR) or the Ethics Officer. This disclosure will enable RIHousing to determine whether any conflict of interest exists because of the relative positions of the individuals involved.
- When a conflict of interest problem or potential risk is identified, even if there is no line of authority or reporting involved, RIHousing will work with the parties involved to consider options for resolving the problem. The initial solution may be to ensure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require the employee to be placed with another Supervisor. In some cases, other measures may be necessary, the employees may be separated by assignment such as transfer to other positions or departments.

- If one or both parties refuse to accept a reasonable solution or reassignment, if available, such refusal will be deemed a voluntary resignation. Failure to cooperate with RIHousing to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among Managers, Supervisors, or others in positions of authority over another employee in a mutually agreeable fashion may be deemed insubordination and cause for immediate termination. The disciplinary policy of RIHousing will be followed to ensure fairness and consistency before any such extreme measures are undertaken.
- The provisions of this policy apply regardless of the sexual orientation of the parties involved. Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy. Any concerns about the administration of this policy should be addressed to the Director of Human Resources.
- Nothing in this policy is intended to restrict unnecessarily an employee's rights under laws such as the Rhode Island Labor Relations Act, to limit or prevent employees from discussing the terms and conditions of their employment with one another or to infringe upon employees' rights to engage in protected concerted activity.

## **104 IMMIGRATION LAW COMPLIANCE**

RIHousing is committed to employing only United States citizens and non-citizens who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, within three days of beginning employment, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with RIHousing within the past three years, or if their previous I-9 is no longer retained or valid.

RIHousing will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS) with information from each new employee's Form I-9 to confirm work authorization by participating in E-Verify. If the Government cannot confirm that you are authorized to work, we are required to provide you written instructions and an opportunity to contact SSA and/or DHS before taking adverse action against you, including terminating your employment.

We use E-Verify to pre-screen job applicants or re-verify current employees and shall not limit or influence the choice of documents presented for use on the Form I-9.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Director of Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## 105 DISABILITY ACCOMMODATION

RIHousing is committed to complying fully with the Americans with Disabilities Act (ADA) and applicable state law and ensuring equal opportunity in employment for qualified individuals with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

A “qualified” individual with a disability shall be defined as a person who meets legitimate skill, experience, education, or other requirements of an employment position that s/he holds or seeks, and who can perform the essential functions of the position with or without reasonable accommodation.

An “Individual with a disability” is defined as a person who—

- Has a physical or mental impairment that substantially limits a “major life activity”, or
- Has a record of such an impairment, or
- Is regarded as having such impairment.

A “Major life activity” includes caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Hiring procedures shall provide persons with disabilities meaningful employment opportunities. Any pre-employment inquiries made shall only be regarding an applicant’s ability to perform the duties of the position. All employment decisions are based on the merits of the applicant in accordance with requirements of the position and not the disability of the individual.

RIHousing will make reasonable accommodations for qualified individuals with known disabilities upon request unless doing so would result in an undue hardship to RIHousing or the accommodation would pose a direct threat to the workforce, either to the individual requesting the accommodation or to others in the workplace. If this is the case, RIHousing will explore alternate forms of reasonable accommodations. It is both the employee’s and (if aware) the Supervisor’s responsibility to notify the Director of Human Resources of the need for an accommodation. The employee will be directed to contact the Corporation’s ADAAA third party administrator to request their accommodation. RIHousing may ask for input from the individual about what may be necessary, or the functional limitations caused by the disability. Each accommodation will be handled on a case-by-case basis. The department will be consulted regarding the ability to accommodate. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

RIHousing shall not discriminate against any qualified employees or applicants because they are related to or associated with a person with a disability. RIHousing will follow applicable state or local laws that provide individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. RIHousing is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

## 106 PREGNANCY ACCOMMODATION

RIHousing will provide reasonable accommodations to employees related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the operations of the business.

Upon requests for a reasonable accommodation, RIHousing will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- Allowing more frequent breaks or periodic rest;
- Assisting with manual labor;
- Modifying job duties;
- Modifying work hours/schedules;
- Temporary transfer to a less strenuous or less hazardous position; or
- Providing a leave of absence.

If leave is provided as a reasonable accommodation, such leave shall run concurrently with any leave where permitted by state and federal law. Supervisors shall adhere to the employee's rights under this policy. For more information, or if you require an accommodation, please contact the Director of Human Resources.

RIHousing shall provide a reasonable amount of break time to accommodate a female employee's need to have lactation breaks. The break time should, if possible, be taken concurrently with other break periods already provided. The Corporation provides a private, secure, and sanitary place (referred to as the "Quiet Room" located on the 1<sup>st</sup> floor of Slade Building) for employees to express breast milk. Supervisors shall adhere to the employee's rights under this policy.

Advance reservations for the Quiet Room are required through the Corporation's Outlook calendar room reservation system to ensure privacy and no double booking of room.

Nursing mothers shall be given priority for the use of the Quiet Room.

It is the intent of RIHousing to clarify the definitions of employment classifications, so employees understand their employment status and benefit eligibility.

Each employee is designated as either NONEXEMPT or EXEMPT for purposes federal and state wage and hour laws. NONEXEMPT employees may be entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's NONEXEMPT and EXEMPT classification may be changed only upon written notification by the Director of Human Resources.

In addition to the above categories, each employee shall belong to one other employment category:

**REGULAR FULL-TIME** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work RIHousing's full-time schedule (currently 40 hours per week). Generally, they are eligible for RIHousing's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**REGULAR PART-TIME** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work less than the full-time work schedule, but at least 20 hours per week. Regular part-time employees are eligible for some pro-rated benefits sponsored by RIHousing, subject to the terms, conditions, and limitations of each benefit program.

**PART-TIME** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work fewer than 20 hours per week. Part-time employees receive all legally mandated benefits, but they are ineligible for all of RIHousing's other benefit programs.

**INTRODUCTORY** employees (full or part-time) are those whose performance is being evaluated, for a period of one-hundred eighty (180) calendar days, to determine whether further employment in a specific position with RIHousing is appropriate. During the first 90 days of employment, employees are not eligible for the RIHousing benefits package (other than medical & dental insurance), including vacation, sick leave, life insurance, etc. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. Introductory employees receive all legally mandated benefits.

**TEMPORARY** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in a person's status as a temporary at-will employee. Temporary employees retain that status unless and until notified of a change. Temporary employees shall receive all legally mandated benefits, but they are ineligible for any of RIHousing's other benefits programs.

**CONSULTANTS** are not employees of RIHousing. They are engaged in accordance with appropriate purchasing procedures. Consultants are not RIHousing employees and shall not receive benefits that employees are legally mandated to receive, nor are they eligible for any of RIHousing's other benefits programs.

## **202 ACCESS TO PERSONNEL FILES**

RIHousing maintains a personnel file for each employee. The personnel file includes such information as the employee's job application, resume, training records, documentation of performance appraisals, salary increases, disciplinary action and other employment records.

Personnel files are the property of RIHousing, and access to the information they contain is restricted. Generally, only Supervisory and management personnel of RIHousing who have a legitimate business-related reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Human Resources Department. With reasonable advance notice, employees may review their own personnel files in RIHousing offices and in the presence of a member of the Human Resources Department. Employees will be allowed copies of their personnel file when requested. These files are maintained in a confidential and secure manner in the office of the Human Resources Department.



## **203 INTERNAL JOB POSTINGS**

RIHousing shall administer a fair and equitable internal job-posting program to assist in the development of staff to their fullest potential.

To fill vacancies above the entry level, management shall consider internal candidates where possible. Current employees possessing the necessary qualifications and skills will be considered along with any qualified outside applicants. Employees are encouraged to seek advancement opportunities and to obtain career guidance from their Supervisor and/or the Director of Human Resources.

The Division Director along with the manager of the position and a member of the Human Resources Department will review all job descriptions for open positions. After ascertaining a need for the position, the following job posting procedure will be followed:

1. Open positions shall be posted internally for five (5) working days, as well as to external posting venues until the position is filled. Open positions are those for which there is no current employee performing the duties set forth in the job description. From time to time job descriptions, job titles, salary range, status (e.g., hourly, part-time) or classification (e.g., permanent, temporary) may change with regard to one or more current employees. If there is one or more existing employee who are currently satisfactorily performing the duties, the changes may be applied to the current employee(s) without posting the position.
2. An employee's eligibility to apply for a posted position will be determined by the requirements of the posted job. Generally, the employee must have held his/her current position for at least one year and have both a satisfactory performance record and no adverse disciplinary action during the past 12-months.
3. Any interested and qualified employee may apply for a posted position in accordance with the posting instructions.
4. Internal candidates shall be evaluated and selected on the basis of job-related qualifications and performance records. Seniority shall be considered only if two or more candidates are judged to be equally qualified based on merit, work records, and other qualifications.
5. Occasionally, a selected employee may be placed in an open position without public announcement of the opening. Alternatively, internal applications may be deferred for consideration until after public announcement of the opening to allow appropriate review of qualifications.
6. If an internal candidate is selected for the position, he/she will be placed in an introductory status for one-hundred eighty days (180) days. During this period, the provisions of the Introductory Period Policy (#207) will apply.

## **204 EMPLOYMENT REFERENCE/BACKGROUND CHECKS AND APPLICATIONS**

To ensure that individuals who join RIHousing are well qualified and have a strong potential to be productive and successful, RIHousing shall check the employment references of all applicants. In addition, RIHousing shall conduct background investigations, including an educational background check (where appropriate), a criminal background check and, depending on the position, an employment credit report, on all new employees, including temporary and contract employees, and current staff members applying for transfer to positions involving significant financial responsibilities or use of confidential information.

RIHousing shall use a third-party company to conduct background investigations. This process is conducted to verify the accuracy of the information provided by the applicant and to ensure the protection of staff and the confidential information of the Corporation. The type of information that may be collected includes that pertaining to an individual's employment, education, criminal, or financial history.

RIHousing shall ensure that all background checks are conducted in compliance with all federal and state statutes, such as the Fair Credit Reporting Act.

RIHousing relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in RIHousing's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

RIHousing shall respond to all reference check inquiries from other employers. Responses to such inquiries shall be limited to factual information that can be substantiated by RIHousing's records. All references shall be given by the Director of Human Resources.

## **205 PERSONNEL DATA CHANGES**

It is the responsibility of each employee to promptly notify the Human Resources Department of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should always be accurate and current. Employees can process most personal information through ADP.

## **206 INTRODUCTORY PERIOD**

An introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. RIHousing uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or RIHousing may end the employment relationship at any time during the introductory period, with or without cause. New employees terminated during or at the end of the introductory period are not eligible for severance pay.

All new and rehired employees work on an introductory basis for the first one-hundred eighty (180) calendar days after their date of hire. Employees who are promoted or transferred within RIHousing must complete the same introductory period with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence.

In cases of promotions or transfers within RIHousing, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job, for which the employee is qualified, depending on the availability of such positions and RIHousing's needs.

During the initial introductory period, new employees are eligible for those benefits that are required by law.

Throughout the introductory period, Supervisors will meet with the new employee to discuss and review their job performance. Supervisors will complete written performance assessments at 90 and 170 days and will meet with the employee to review these assessments. Employees are eligible for insurance benefits (other than medical, dental, vision, paid sick and vacation time) on the first of the month, after they have worked for 90 days.

Nothing in this policy affects the at-will nature of an employee's employment with RIHousing.

## **207 PERFORMANCE EVALUATIONS**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations are conducted annually to provide both Supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage, and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Merit-based pay adjustments may be awarded by RIHousing on a fiscal year basis in an effort to recognize employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by the formal performance evaluation process and the financial condition of RIHousing.

Introductory or newly promoted employees will receive written evaluations throughout the introductory period (180 days), but generally there is no pay adjustment at that time.

## **208 REHIRING OF PREVIOUS EMPLOYEES**

RIHousing may rehire former employees who: a) voluntarily left Corporation employment or b) were laid off due to business slowdown(s) and c) are otherwise eligible for rehire. To be eligible for rehire, former employees must have possessed a satisfactory record of service. This policy sets forth the Corporation's philosophy governing eligibility for reemployment and associated bridging of service (service recognition), and entitlement to benefits where appropriate.

Employees who completed their Corporation introductory period and who were part of a reduction in force, as well as those employees who voluntarily resigned, will be eligible for rehire if they had a satisfactory work record while employed by RIHousing.

Former employees who had a less-than-satisfactory work record appropriately noted at termination, or who were terminated for cause, will be excluded from rehire consideration.

If a former employee with less than one year's prior service is rehired, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes.

If a former employee with more than one year's prior service is rehired, the employee's seniority and eligibility to participate in Corporation benefits plans will be bridged only if the employee's period of prior Corporation service exceeded the duration of the period of absence. Prior service recognition for seniority will include vacation and sick pay accruals.

If a former employee with more than one year's prior service is rehired and the duration of the period of absence exceeded the period of prior Corporation service, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes.

## **209 RETIREMENT**

RIHousing does not have a mandatory retirement age.

Employees who wish to retire should meet with the Director of Human Resources to discuss questions pertaining to retirement.

### **301 401(a) MONEY PURCHASE PENSION PLAN**

All regular full-time employees are eligible, upon date of hire, to participate in RIHousing's 401(a) Money Purchase Pension Plan. This plan is a qualified defined contribution plan under the Internal Revenue Service Code and upon termination of employment, the vested funds in the employee's account may be rolled over into other qualified plans.

RIHousing contributes 10% of each employee's annual base salary to the plan. These contributions are made to RIHousing's Retirement Plan provider on a bi-weekly basis for credit to each employee's account. Employees may choose among several funds managed by RIHousing's Retirement Plan provider for the investment of these monies.

The vesting schedule is as follows:

50% after three years of service

75% after four years of service

100% after five years of service

For specifics on this plan, please contact Human Resources.

Employees will receive an annual Form 1099 directly from RIHousing's Retirement Plan provider for tax reporting purposes.



## **302 EMPLOYEE SAVING AND INVESTMENT OPPORTUNITIES**

In addition to RIHousing's 10% contribution to the 401(a) Plan, regular full-time employees may contribute personal pre-tax dollars to a 457-deferred compensation plan through payroll deduction, up to the maximum provided by Federal law. Eligibility begins as of date of hire.

The income deferred is not taxed as current income, and employees may choose among funds managed by RIHousing's Retirement Plan provider for the investment of this income. Details of investment plans can be obtained from the Human Resources Department. RIHousing's Retirement Plan provider will provide quarterly statements of individual accounts.

The 457-deferred compensation plan is not intended for savings or for investments of a short-term nature. For specifics on this plan, please contact the Human Resources Department.

As of January 4, 2021, the 457 Plan will include a post-tax Roth investment option available to employees through payroll deduction. For more information on the Roth investment option, please contact the Human Resources Department.

### **303 HEALTH CARE INSURANCE BENEFITS**

RIHousing offers medical, dental and vision insurance coverage to all eligible full-time employees under different insurance contracts. Types and levels of insurance coverages and employee contributions to the insurance coverages may change from time to time. For more detailed information, please contact the Human Resources Department.

RIHousing offers medical, dental and vision insurance to all eligible full-time employees. All deductions for insurance are made on a pre-tax basis unless otherwise requested by the employee. Employee contributions vary depending on type of coverage (individual or family) and income level. For specific information regarding the employee contribution, please contact the Human Resources Department.

All health care insurance benefits become effective on the first day of the month following a new employee's date of hire. After health care insurance benefits are selected, a change in coverage can only be made during the open enrollment period which occurs in November with an effective date of January 1. Changes are allowed however, during the plan year for qualifying events within a calendar month (i.e., marriage, birth or adoption, loss of coverage, etc.).

#### **REFUSAL OF COVERAGE OR WITHDRAWAL FROM EXISTING PLAN**

New employees may refuse health care insurance coverage when they are hired. Existing employees may withdraw from health care insurance coverage if evidence of health care insurance under a plan other than RIHousing's is submitted to the Director of Human Resources. An employee may also change coverage during the annual open enrollment period which is typically held in November.

Eligible employees who decline or withdraw from RIHousing's healthcare coverage are eligible for an annual rebate of \$2,000 for family or \$1,000 for individual coverage. This rebate will be paid in quarterly installments (April, July, October, January) and is considered income for tax purposes.

Employees refusing coverage must complete a Health Care Insurance Benefits Refusal/Withdrawal Form.

**304 RETIREE HEALTH CARE BENEFITS**

1. Employees who retire from active full-time employment with RIHousing shall be entitled to receive a retiree health insurance benefit (individual medical/dental coverage with any active health care insurance carrier used by RIHousing) based on the following formula:

<u>Years of Service</u>	<u>Age</u>	<u>Corporation Share</u>	<u>Retiree Share</u>
10-15	59 ½ +	50%	50%
16-27	59 ½ +	80%	20%
28+	<59 ½	90%	10%
28+	59 ½ +	100%	0%
35+	Any	100%	0%

2. When a retiree turns 65, he/she will be placed on a Medicare Supplement Plan (Medigap) secondary coverage for medical, a plan chosen by RIHousing. Cost share is as follows:

<u>Years of Service</u>	<u>Age</u>	<u>Corporation Share</u>	<u>Retiree Share</u>
10-15	65+	50%	50%
16-19	65+	70%	30%
20-27	65+	90%	10%
28+	65+	100%	0%

**Please note:**

\* Retirees must have Medicare Part A and Part B from Social Security in order to receive the retiree benefits of the Medicare Supplement Plan (Medigap).

\*\* No rebates are available for retirees who choose not to elect the Corporation’s Medigap coverage.

\*\*\*Retirees who are placed on the plan chosen by RIHousing, currently dental will be part of this Medigap coverage. For retirees who do not have the plan chosen by RIHousing (out of state) will no longer have dental within their Medigap plan.

3. The retiree’s share of health insurance shall be paid on a monthly basis as directed. A payment in the appropriate amount must be made to RIHousing’s third-party administrator.

### **305 BENEFITS CONTINUATION**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under RIHousing'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; and employee's divorce or legal separation; and a dependent child no longer meets eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at RIHousing's group rates plus an administration fee.

RIHousing provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under RIHousing's health insurance plan. The notice contains important information about the employee's rights and obligations.

Generally, COBRA benefits are discussed with an employee during the exit interview.

### **306 WORKERS' COMPENSATION INSURANCE**

RIHousing provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers certain injuries or illnesses sustained during employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their Supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Supervisors are responsible for reporting work-related injuries to the Human Resources Department upon notification.

Neither RIHousing nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by RIHousing.

## **307 SHORT-TERM DISABILITY INSURANCE**

The short-term disability benefit provided by RIHousing is a self-funded plan intended for income replacement for employees who are unable to work due to non-work-related illness, pregnancy, or injury. Employees are eligible on the first of the month following 90 days of employment.

### **Eligibility**

A regular, full-time, or part-time employee who has completed 90 days of continuous employment and who is unable to work due to non-work-related illness, may request short-term disability leave for a period not to exceed ninety (90) days. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work. An employee receiving workers' compensation or disability pay under any state or federal plan is ineligible for this benefit.

### **Medical Certification**

An employee who anticipates a short-term disability for an illness of more than three days must advise his or her Supervisor and the Human Resources Department as soon as the need becomes known. The employee must contact RIHousing's third party administrator to obtain the appropriate paperwork for FMLA which runs concurrent with short-term disability.

### **Second and Third Medical Opinions**

RIHousing reserves the right to request and obtain a second opinion of the Corporation's choosing, at the Corporation's expense, at any time before or during the paid disability leave.

If the opinions of the employee's healthcare provider and the second opinion provider differ, the Corporation may require the employee to obtain a third healthcare provider's opinion at the Corporation's expense. The selection of the third healthcare provider will be made by mutual agreement between the parties. This third medical opinion shall be final and binding on the Corporation and the employee.

### **Benefit Payment**

The waiting period for short-term disability benefits is the first 10 business days of the leave period. During this period of time, employees must use accrued paid sick time and accrued paid vacation time. Short-term disability benefit payments begin on the 11<sup>th</sup> consecutive business day of the employee's absence and are paid at a rate of sixty (60) percent of the employee's base weekly wages, subject to appropriate tax withholding. Payments are made on regularly scheduled paydays. The Corporation will continue to pay appropriate medical, dental, vision and life insurance premiums, as well as maintaining the 10% contribution to the 401(a) plan. Sick time is not accrued during this time. The employee may use accrued sick, vacation and supplemental sick leave to bring total compensation from STD 60% benefit to his or her regular wage (100%) until such accrued time is depleted. Sick leave must be used first then vacation and finally supplemental sick.

If an employee returns to work during the short-term disability period and then goes back out of work within 15 days of return, the employee's short-term disability period will continue as the original short-term disability claim. If the employee returns to work and goes back out of work after the fifteenth day, she or he will start a new claim.

### **Return to Work**

The employee must return to work as soon as permitted by his or her health care provider. The employee must submit a fitness-to-return-to-duty clearance to the Human Resources Department. An employee whose absence has been designated as Family and Medical Leave Act (FMLA) leave is eligible for reinstatement as provided by the FMLA. If employee's required time away from work exceeds the duration of short-term disability benefits, the employee may be eligible for long-term disability benefits, as outlined in that policy #308.

## **308 LONG-TERM DISABILITY INSURANCE**

The long-term disability benefit provided by RIHousing is a plan intended for income replacement for employees who are unable to work due to illness, pregnancy complications/recovery or injury.

### **Eligibility**

A regular, full-time employee who is unable to work due to illness, pregnancy, or injury (other than a self-inflicted injury) for more than 90 consecutive days may be eligible for long-term disability payments. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work.

### **Medical Certification**

An employee who anticipates a long-term disability must have exhausted short-term disability benefits and must notify his or her Supervisor and the Human Resource department as soon as the need for additional time becomes known. The employee must apply to the third-party administrator who will determine eligibility of benefits. RIHousing reserves the right to request the employee be examined by a physician of the Corporation's choosing, at the Corporation's expense, at any time before or during the paid disability leave.

### **Benefit Payment**

Long-term disability benefit payments are paid by our insurance carrier at a rate of sixty (60) percent of the employee's base weekly wages, subject to appropriate tax withholding. The Corporation will continue to pay the employer portion of the medical, dental, vision and life insurance premiums for six months from the date the employee started short-term disability. To maintain medical, dental, vision and life insurance coverage employees are responsible for paying their portion of premium contributions. The 10% contribution to the 401(a) plan will be suspended, there are no paid holidays, and further sick and vacation time is not accrued during this time. The employee may use accrued sick, and vacation leave to bring total compensation to his or her regular wage (100%) until such accrued time is depleted. Leave must be used in this order, first sick leave, then vacation and finally supplemental sick leave.

### **Return to Work**

The employee must return to work as soon as permitted by his or her health care provider. In general, when approved for LTD, an employee's position will be held for six (6) months from the date the employee began his or her medical absence. The employee must submit a fitness-to-return-to-duty clearance to the Director of Human Resources. If an employee's required time away from work exceeds the six-month window, the employee's employment shall end. If employment ends and the employee recovers from his or her illness at a later date, the Corporation may consider a rehire of that employee if possible. Any exceptions to the end of employment will be made at the discretion of the Executive Director.

RIHousing offers group term life insurance, including an accidental death and dismemberment benefit (AD&D), to all eligible regular full-time employees.

In the event of an employee's death, this benefit is paid at three times the employee's eligible compensation (annual base salary), up to a maximum of \$350,000, to the person(s) that he or she has named as beneficiary. Supplemental life insurance in excess of the standard coverage may be available for purchase by the employee. Any request for supplemental life insurance must be approved by the life insurance vendor.

Currently, the entire cost of the group term life insurance benefit is paid by RIHousing; however, this is a taxable benefit.



### **310 HOLIDAYS**

Holiday pay will be granted to all RIHousing regular full-time and regular part-time employees, including new hires, on the holidays listed below:

New Year's Day (January 1)  
Martin Luther King, Jr. Day (third Monday in January)  
President's Day (third Monday in February)  
Memorial Day (last Monday in May)  
Juneteenth (June 19)  
Independence Day (July 4)  
Victory Day (second Monday in August)  
Labor Day (first Monday in September)  
Indigenous Peoples Day (second Monday in October)  
Veteran's Day (November 11)  
Thanksgiving Day (fourth Thursday in November)  
Day After Thanksgiving (fourth Friday in November)  
Christmas Day (December 25)

In addition to the above holidays, RIHousing will provide twenty-four (24) hours of personal time. Personal time may be taken in hourly increments. Personal time does not carry over into the next year. Employees hired after October 1<sup>st</sup> will be awarded 8 hours of personal time to use before the end of the current year.

Regular full-time employees will be paid eight (8) hours for the holiday. Regular part-time employees will be paid for the holiday at a pro-rated amount.

If a recognized holiday falls during an eligible employee's paid absence (i.e. vacation), holiday pay will be provided instead of the vacation leave that would otherwise have applied.

A recognized holiday that falls on a Sunday will be observed the following Monday. Observance of a recognized holiday that falls on a Saturday will be at the discretion of the Executive Director.

If an eligible non-exempt employee works on a recognized holiday, he or she will receive wages at one and one-half times his or her straight-time rate for the hours worked on the holiday.

Paid time off for holidays will be not be counted as hours worked for the purpose of determining overtime.

## **311 TRANSPORTATION BENEFIT**

RIHousing provides a transportation benefit to all eligible employees, in an annual amount as determined by the Executive Director.

### **1. PARKING**

Parking at various garages and lots will be provided for those employees who choose to drive to work and RIHousing. The employee portion of the costs, if any, will be deducted from the employees' pay on a biweekly basis. Please see Human Resources for more information.

Interns must park at the company-designated garage. Interns are not charged for parking.

### **2. ALTERNATIVE ARRANGEMENTS**

Employees who do not use Option 1 will receive the full company benefit amount as non-taxable income.

Part-time employees who work less than forty (40) hours per week will receive a pro-rated payment based on their regularly scheduled work hours.

All employees must complete a Transportation Option Form.

A replacement fee will be charged by the parking facility for lost, stolen or damaged parking passes.

If an employee is out of work for more than thirty (30) days, this benefit is discontinued until the employee returns to work. Employees should coordinate the need for re-instatement of parking upon return to work with the Human Resources Department.

## **312 CHILD CARE SPENDING ACCOUNT**

RIHousing offers a Child Care Spending Account to regular full and part-time employees. This program allows participating employees to deposit a portion of their pay into a Child Care Spending Account. These dollars are deducted before taxes are taken out and are used to reimburse the employee for eligible childcare expenses. These “pre-tax” dollars are exempt from federal taxes and from the State’s income tax. All dollars in the account must be used within the calendar year. All submissions for reimbursement are submitted to RIHousing’s third party administrator.

Employees should obtain the advice of an accountant or tax consultant regarding the tax benefits of a childcare spending account versus the straight childcare tax credit.

To receive more information on the Child Care Spending Account, contact the Human Resources Department.

### **313 EDUCATIONAL ASSISTANCE**

RIHousing encourages all regular full-time employees to seek work related training and education. Upon completion of six (6) consecutive months of service, regular full-time employees are eligible for participation in the educational assistance program. The current maximum amount of educational reimbursement is \$4,000 per calendar year. The amount of educational assistance is determined annually by the Executive Director in conjunction with the budget process.

Generally, reimbursement is made for in-classroom and online courses at accredited colleges or universities. RIHousing will reimburse up to the annual maximum amount for required and elective courses leading to a business or job-related certificates, Associate, Bachelor, and master's degrees. In determining whether a degree program is eligible for reimbursement, RIHousing shall evaluate the applicability of the program to our business and its relationship to the employee's present position and future goals.

On a case-by-case basis, RIHousing may offer reimbursement for non-degree courses or doctorate level courses where the course is closely aligned with RIHousing's business and the employee's present job responsibilities. RIHousing will determine whether a degree program or course is business or job related.

Requests for education expense reimbursements that have been approved by your Division Director should be forwarded to the Director of Human Resources for final approval and processing.

When an employee requests an advance payment prior to taking the course he/she must sign a form that states he/she would reimburse RIHousing if they do not meet the following requirements: requests for education expense reimbursements must include a copy of the paid invoice, proof of payment (canceled check/credit card bill) a copy of your final grade for the course, along with a completed Application for Educational Assistance Form. A minimum final grade of "C" is necessary for reimbursement.

Generally, education expense reimbursements are processed only upon submission of the items noted above. Exceptions to this procedure must be approved by the appropriate Division Director and the Director of Human Resources in order to properly monitor our education budget.

Employees who separate from RIHousing within six months after reimbursement must repay RIHousing any educational benefits received during the previous six months. Employees understand and agree that RIHousing may deduct any educational benefits that must be repaid to the Corporation from the separating employee's paycheck.

Course work, homework and on-line classes may not be performed during normal work hours.

### **IN-HOUSE TRAINING**

From time to time, the Human Resources Department and Program Managers coordinate in-house training on identified skill sets and appropriate staff members may be required or invited to participate.

### **CONFERENCES AND SEMINARS**

Permission to attend conferences or seminars must be granted by the appropriate Division Director in advance of attendance of conferences or seminars. Employees seeking reimbursement must submit an expense report to the Director of Accounting in accordance with appropriate policies and procedures after the completion of the conference or seminar.

### **314 EMPLOYEE ASSISTANCE PROGRAM**

Our Employee Assistance Program provides a confidential and professional resource to all employees and their family members for information, assessment, and referral to counseling or other resources within their community.

To ensure complete confidentiality, RIHousing has contracted with Coastline EAP to provide management and professional staff services for our Employee Assistance Program.

Employees and their family members are encouraged to call Coastline at (401) 732-9444 or 1-800-445-1195 for assistance.

### **315 LOAN/RENTAL ASSISTANCE PROGRAMS**

Employees and family members as defined in Policy #103, may apply for any RIHousing loan or other housing assistance program in accordance with RIHousing policies and guidelines. Approval or disapproval of such requests will be based solely on the established criteria. All normal terms, conditions, and market interest rates/fees will apply, and preferential treatment of any kind is strictly prohibited.

Notwithstanding the above, if the employee recognizes a potential conflict or appearance of conflict, he/she shall advise the appropriate Division Director and the Executive Director.

All employee loan/program activity shall be reported to the Executive Director by the Division Director and reviewed and monitored through quality control and internal audit for compliance purposes. In addition, the Division Director is responsible for limiting access to and ensuring the confidentiality of employee credit/program files.

Information on the current RIHousing employee participation policy is contained in the Conflicts and Employee Participation Policy that can be found on the Human Resources page of the Intranet.

### **316 POLICIES FOR REGULAR PART-TIME EMPLOYEES**

This policy is meant to provide uniform guidelines only when it has been determined that a part-time position is suitable within the Division for a specific position, workload, and time frame. It is not meant to imply that part-time work will be allowed. The Division Director, Supervisor, Director of Human Resources and Executive Director must agree prior to allowing a full-time employee to transition to part-time status.

Regular part-time work is defined as work of less than 40 scheduled hours per week. Regular part-time employees are those employees who are not in a temporary or introductory status and who are regularly scheduled to work less than the full-time work schedule, but at least 20 hours per week. Regular part-time employees who work at least 20 hours per week will be entitled to core benefits as explained below.

If part-time status is deemed appropriate, it will be reviewed every 6 months to ensure that the needs of RIHousing are being met. If a part-time position is no longer suitable for either party, notice of at least two weeks should be given to the employee. However, there is no assurance that a full-time position will be created for any part-time employee.

**Wages:**

1. All part-time positions will be assigned a salary level prorated to the appropriate full-time position.
2. The position will be transferred from salaried pay to hourly pay by the following formula:  
Assigned annual salary is divided by 2080 hours.  
Example:  $\$40,000/2080 = \$19.23/\text{hour}$
3. The employee will document all hours worked on his/her timecard on a weekly basis. All work will be conducted at the RIHousing workplace unless otherwise approved by the Division Director.
4. Overtime will be paid at the rate of 1 ½ times the hourly pay rate for all hours worked over 40 in one week pursuant to the overtime policy.

**Health Benefits:** Available to regular part-time employees scheduled to work at least 20 hours per week.

Medical – Coverage is available for regular part-time employees who are scheduled to work at least 20 hours per week. Please check with Human Resources for costs.

Dental – Coverage is available for regular part-time employees who are scheduled to work at least 20 hours per week.

Vision - Coverage is available for regular part-time employees who are scheduled to work at least 20 hours per week.

Short-term Disability: Regular part-time employees will be eligible for STD based on their scheduled hours per the existing policy.

Long-Term Disability: Regular part-time employees are not eligible for LTD insurance.

Group Term Life Insurance: Regular part-time employees are not eligible to participate.

**Other Benefits:**

401(a) Money Purchase Pension Plan: RIHousing contributes 10% of weekly base salary to the plan.

457 Deferred Compensation Plan: Employee must be working at least 1000 hours per year to be eligible to participate. Employees may contribute personal pre-tax dollars through payroll deduction, up to the maximum provided by Federal law.

Transportation Benefit: Parking passes are available to part-time employees. A part-time employee will receive a pro-rated monthly benefit in relation to their scheduled work hours.

Vacations/Sick: Pro-rated.

Holidays: Pro-rated.

Educational Reimbursement: Not eligible.

If the employee moves to regular full-time work and is otherwise eligible for additional benefits (e.g., Life/LTD) waiting periods will be waived if previously met.

Please note that this policy may be changed at any time. Please contact the Human Resources Department for the latest information.



### **317 RELOCATION ASSISTANCE STIPEND**

Understanding that recruiting the most qualified employees may sometimes result in hiring someone who resides in a different geographical area, RIHousing may offer a relocation stipend, payable to potential employees who reside more than one hundred twenty (120) miles from the offices of the Corporation and who intend to relocate upon accepting an offer of employment from the Corporation. This stipend is intended to defray some of the expense associated with such relocation and will be provided in an amount not to exceed one thousand five hundred dollars per month (\$1500) and will be limited to a duration of three (3) months. The employee shall be obligated to repay this stipend to the Corporation if the employee separates from employment prior to one year of employment. Exceptions to this policy will be made at the discretion of the Executive Director.

## 401 VACATION LEAVE BENEFITS

Eligible employees are granted vacation leave based upon duration of employment with RIHousing. Eligible employees will accrue vacation leave benefits as of their first day of employment following the below schedule. Vacations are intended to provide time away from work and should ordinarily be taken during the benefit year in which it was earned, subject to the carry over provisions set forth below.

The amount of vacation leave available is based upon the employee's length of service with RIHousing. Eligible employees will accrue vacation leave benefits as of their first day of employment. Vacation leave is earned on a pro-rated basis on the first of each month. Vacation leave is pro-rated for regular part-time employees.

Vacation leave is available according to the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
During the first year	10 days (80 hours)
2 <sup>nd</sup> and 3 <sup>rd</sup> year	15 days (120 hours)
4 <sup>th</sup> through 9 <sup>th</sup> year (start of the 4 <sup>th</sup> year)	20 days (160 hours)
10 <sup>th</sup> year and over (start of the 10 <sup>th</sup> year)	25 days (200 hours)

Employees will be allowed to carry over fifteen (15) vacation days from one year to the next year based on a calendar year. Vacation leave over the fifteen (15) vacation days permitted for carry over will be converted into an equivalent amount of supplemental sick leave. Supplemental sick leave is a reserve established for use in situations involving long-term absences caused by medical conditions and may be used only after all other sick leave has been exhausted. Upon termination, employees will not receive payment for unused supplemental sick leave. Accrued vacation leave benefits may be used to supplement short or long-term disability pay or parental leave pay during the 60% benefit portion of the medical leave.

Vacations must be planned in advance so that adequate staffing is assured in each Division. Vacation requests should be discussed with your Supervisor who will approve or disapprove your request following review of staffing requirements. Employees should use vacation leave for the observance of religious holidays.

Paid time off for vacation will not be counted as hours worked for the purpose of determining overtime. No vacation leave is earned when an employee is out on long-term disability leave or other extended leave of absence lasting more than ninety (90) days.

If the employee has worked for RIHousing for one year or longer, upon separation from employment, the employee's final paycheck will include payment for any accrued but unused vacation leave. Such payment will not be considered as time worked for further accruals of leave and other purposes.

An employee whose separation occurs after the 15<sup>th</sup> of the month will accrue leave that month. An employee whose separation occurs before the 15<sup>th</sup> of the month will not accrue vacation time for that month.

Eligible employees may be advanced vacation time up to 40-hours before it is accrued with the approval of the Division Director in coordination with the Director of Human Resources. If employment is terminated for any reason before the end of the benefit year, the value of any used but unearned vacation will be deducted from the employee's final pay. Should that amount exceed the final pay, it will be the employee's responsibility to immediately reimburse RIHousing for this expense.

## 402 SICK LEAVE BENEFITS

RIHousing provides paid sick leave benefits to all eligible employees for temporary absences because of illness or injury. Eligible employee classifications:

Regular full-time employees  
Regular part-time employees

Eligible employees will accrue sick leave benefits as of their first day of employment at the rate of nine (9) days per year (6 hours for every full month of service). Sick leave benefits begin to accrue on the first day of employment. Sick leave is pro-rated for regular part-time employees. If an employee's sick leave balance would go into a negative balance, it must be approved by the Division Director in coordination with the Director of Human Resources.

Eligible employees must use sick leave benefits for an absence due to their own illness or injury as well as medical/dental appointments. They may use sick leave benefits for absence due to illness or injury of a close family member.

Employees who are unable to report to work because of illness or injury should notify their direct Supervisor before the scheduled start of their workday. The direct Supervisor must also be contacted on each additional day of absence. Before returning to work from a sick leave absence of more than three days, an employee must provide a physician's verification that he/she may safely return to work.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence, and unused sick leave benefits will be allowed to accumulate with no maximum while an employee is employed at RIHousing. However, upon termination of employment, payment for accrued sick leave will be paid up to a maximum of 120 days (960 hours) according to the schedule below.

Accrued sick leave benefits may be used to supplement short or long-term disability pay or parental leave pay during the 60% benefit portion of the medical leave. No sick leave accrues when an employee is out on short- or long-term disability leave or other extended leaves of absences, such as family or military leaves which last more than thirty (30) days.

Paid time off for sick leave will not be counted as hours worked for the purpose of determining overtime.

Upon termination of employment, unless termination is for cause, accrued unused sick leave will be paid at the employee's base salary rate according to the following schedule:

50% for 1<sup>st</sup> 30 days  
75% for 2<sup>nd</sup> 30 days  
100% for final 60 days

An employee whose separation occurs after the 15<sup>th</sup> of the month will accrue leave that month. An employee whose separation occurs before the 15<sup>th</sup> of the month will not accrue sick time for that month.

Supplemental sick leave is a reserve established through conversion of earned vacation days in excess of the maximum carry over amount. Supplemental sick leave is available for use in situations involving long-term absences caused by medical conditions and may be used only after all other sick leave has been exhausted. Upon separation from employment, employees will not receive payment for unused supplemental sick leave.

#### **403 BEREAVEMENT LEAVE**

Employees who wish to take time off because of the death of an immediate family member should notify their Supervisor immediately.

Up to three (3) days of paid bereavement will be provided to eligible employees in the following classifications:

Regular full-time employees  
Regular part-time employees

Employees may, with their Supervisors' approval, use any other available paid leave (i.e., sick, vacation) for additional time off as necessary.

RIHousing defines "immediate family" as the employee's spouse, child, parent, or sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren. Consideration will also be given to spousal, parental or sibling equivalents.

Paid time off for bereavement leave will not be counted as hours worked for the purpose of determining overtime.

#### **404 FAMILY AND MEDICAL LEAVE**

RIHousing will grant Family and Medical Leave to eligible employees in accordance with federal and state law. For all leave of absences that are anticipated to exceed three (3) days, the employee must contact RIHousing's third party administrator as soon as he/she is aware that he/she may need to apply for a leave of absence but, if possible, at least thirty (30) days before the leave of absence is to commence. Once sufficient information has been received, the employee will generally

be notified within five (5) business days by RIHousing's third party administrator that the leave of absence will or will not be designated and counted as a Family and Medical Leave Act (FMLA) leave of absence.

Regular full and part-time employees, as defined in Section 201 of this Handbook, who have completed a minimum of twelve (12) months of service (the twelve (12) months do not need to be consecutive) and who have worked 1,250 hours or more in the preceding twelve (12) consecutive months are eligible to apply for a job protected, unpaid FMLA leave of absence.

A leave of absence provides time off from work for the following reasons:

- an employee's own serious health condition;
- to care for a child, parent, or spouse with a serious health condition;
- the birth or adoption of a child, or the placement of a child in foster care;
- to care for a member of the Armed Forces, including a member of the National Guard or Reserve who has a serious injury or illness and, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list; or
- for any qualifying exigency arising out of the fact that the spouse or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

For the purpose of this policy, a serious health condition means illness, injury, impairment or physical or mental condition that involves:

- any period of incapacity or treatment in connection with or a consequence of in-patient status in a hospital, hospice, or residential care facility; or
- any period of incapacity requiring absence from work or other regular daily activities for more than three (3) days that also involves:
  - continuous treatment by or under the supervision of a healthcare provider; or
  - continuous treatment by or under the supervision of a healthcare provider for a chronic long-term health condition that is incurable or so serious that if not treated would result in a period of incapacity of more than three (3) days or prenatal care.

Under FMLA, eligible employees are entitled up to a total of twelve (12) weeks of unpaid leave in any 12-month rolling period. An exception is made for a leave of absence to care for a qualified family member of the Armed Services who has a serious illness or injury, where the employee may take up to a total of twenty-six (26) weeks of leave during a "single 12-month period." The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. Under the Rhode Island Parental and Family Medical Leave Act, eligible employees are entitled to thirteen (13) consecutive work weeks of unpaid leave in any two (2) calendar years. Federal law will apply when it is more beneficial to the employee. During a leave of absence under federal or state law, RIHousing will continue to contribute its portion of the appropriate health (including dental and vision) and life insurance premiums, as well as the deferred compensation contribution, and the employee must continue to contribute his/her portion of the medical and supplemental life insurance premiums. All other benefits will be suspended until the employee returns to active employment status. Failure of the employee to contribute his/her portion of the medical and supplemental life insurance premiums may result in loss of coverage.

Any leave of absence request based on a family member's or employee's own serious health condition must be supported by certification from a healthcare provider. The employee must provide a copy of the certification to RIHousing's third party administrator. Any leave of absence request due to a qualifying exigency must be supported by a certification showing that the service member is on (or has been called to) active duty during deployment to a foreign country.

Any leave of absence time will be unpaid. Employees must use their accrued sick and vacation leave time. If an employee is out of work for their own personal illness, please note that a Short-term Disability (see Section #307) leave may be available to the employee and would run concurrent with any unpaid FMLA leave. In order for an

employee to return to work from his/her own personal illness, the employee must have his/her doctor fax a "return to work" note to the Human Resources Department at (401) 450-1317.

### **Pregnancy Related Medical Leave**

For pregnancy-related medical absences please refer to the section on short term disability benefit (see Section #307).

### **Parental Leave**

All requests for parental leave must be made in writing as soon as possible to the Human Resources Department for approval.

Upon the birth or adoption of a child qualified under the FMLA, an employee may request FMLA leave as set forth above. Within this FMLA leave period, an employee may also request up to a maximum of four (4) weeks of paid parental leave; this would be in addition to any eligible short-term disability benefit. RIHousing provides paid parental leave to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child as qualified under the FMLA. Such parental leave will be paid at the rate of sixty percent (60%) of the employee's current salary. This policy will run concurrently with the FMLA leave, as applicable. The remainder

of the FMLA leave period will be unpaid. During a parental leave of absence, RIHousing will continue to contribute its portion of the appropriate health (including dental and vision) and life insurance premiums, as well as the deferred compensation contribution. No sick time will accrue during this period. Employees must use accrued sick and/or vacation leave to bring total compensation to 100% of current total earnings.

At the end of the FMLA leave or Parental Leave period, full-time employees may return to work on a reduced hours schedule (minimum of twenty-four (24) hours per week) for a maximum of four (4) weeks. At the end of this time period, consideration for an extension may be provided with approval by the Manager, Division Director and Director of Human Resources. Employees should provide as much advanced notice as possible of their desire to return to work on a part-time basis to the Director of Human Resources. During this time, wages will be paid on an hourly basis, and benefits will remain the same. If there are birth-related complications or other extenuating circumstances, RIHousing will make every effort to accommodate such cases as deemed appropriate and feasible.

The right to family and medical leave for the birth and/or placement of a child into the employee's family may only be taken within the twelve (12) month period after the date of the birth or placement of the child.

A notice regarding FMLA rights provided by the U.S. Department of Labor is posted outside the Human Resources offices.

Please contact the Human Resources Department with any questions you may have about this policy.

## **405 RHODE ISLAND SCHOOL INVOLVEMENT LEAVE**

Employees who work on average at least 30 hours per week and have worked for the Corporation for 12 consecutive months may take up to 10 hours of unpaid leave (employees may use any appropriate paid leave time available to the employee to receive pay) in order to participate in school-related activities for a child for whom the employee is a parent, foster parent, or guardian. Employees must give 24 hours' prior notice of the need for the leave and make a reasonable effort to schedule it so as not to unduly disrupt the operations of the Corporation.

#### **406 MILITARY LEAVE**

A regular full or part-time employee, who is a member of the U.S. Armed Forces or of the State Military or any reserve component thereof, may request leave for required field training. Such leave will be paid at the employee's current regular earnings less military pay, and it will not be charged to accrued vacation. Current military pay verification will be provided by employee within a reasonable time period.

A regular full or part-time employee, who is a member of the U.S. Armed Forces or of the State Military or any reserve component thereof, is entitled to up to a total of 90 days of leave in a 12-month rolling period, paid at the employee's current regular earnings less military pay.

Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one day beyond the training period generally required by the respective armed service. Those activities will be charged to accrued vacation.

Requests for paid military leave must be submitted to the employee's immediate Supervisor at least two weeks in advance so that proper Division Director approvals can be obtained.

#### **EXTENDED UNPAID MILITARY LEAVE**

A regular full-time employee who leaves RIHousing to enter the U.S. Armed Forces is eligible for military leave without pay and re-employment rights provided under the Military Selective Service Act. All requests for unpaid military leave must be submitted to the Director of Human Resources.

Under the Uniformed Services Employment and Reemployment Act of 1994 ("USERRA"), upon the employee's return from uniformed services, the employee will be eligible for reemployment in the position he or she would have attained through continued employment, including all benefits in which the employee had been a participant or would have participated in, had the employee remained employed with the Corporation. USERRA also provides for the temporary continuation of health care coverage during military leave.

Please see the Director of Human Resources if you have questions about whether you are eligible for USERRA leave.



## **407 JURY DUTY**

RIHousing encourages employees to fulfill their civic responsibilities by serving jury duty when required.

Employees will receive their regular salary while serving on jury duty.

Employees called for jury duty must submit a copy of the jury duty summons to their immediate Supervisor and the Director of Human Resources so that arrangements can be made to accommodate their absence. Employees are expected to report to work whenever the court schedule permits. RIHousing requires verification of juror's attendance on a weekly basis, and the employee should submit this written verification from the court to the Human Resources Department for payroll purposes.

If RIHousing determines that the employee's absence would create serious operational difficulties, RIHousing may request that the employee be excused from jury duty.

All benefits will continue to accrue during paid jury duty.

#### **408 RI DISASTER SERVICE VOLUNTEER LEAVE**

In accordance with the RI Disaster Service Volunteer Act, any regular full-time employee who is a certified disaster volunteer of the American Red Cross may be granted leave from work with pay for not more than ten (10) working days each calendar year to participate in specialized disaster relief service for the American Red Cross, upon the request of the American Red Cross through the State of RI Office of Emergency Management.

Leave under this policy shall be granted only for service related to a disaster within the State of Rhode Island. "Disaster" shall be defined as a fire, flood, hurricane, blizzard, tornado, or other such occurrence where the victims cannot recover without assistance. Applicable disasters would be those designated at level II and above in the American National Red Cross regulations and procedures. Leave under this policy shall not be granted for any type of training purposes.

Requests for RI disaster service volunteer leave must be submitted in writing from the American Red Cross to the Director of Human Resources, and the employee must present evidence that he/she is a "certified" American Red Cross disaster volunteer. Paid leave under this section will be at the employee's current earnings, and all participating benefits will continue to accrue.

An employee deemed to be on leave under this section shall not be deemed to be an employee of RI Housing for purposes of Workers' Compensation.

## 501 FLEXTIME POLICY

Flexitime may be allowed for employees in coordination with a Supervisor, Division Director, and the Director of Human Resources. Approval of a request for flexitime is conditional upon the position, workload, and impact on service to customers and other Division employees. Any approval for flexitime is subject to review and revocation by the Supervisor at any time it is determined that the flexitime schedule is no longer desirable for the position and employee.

A flexitime program cannot be guaranteed for all employees or Divisions and does not suggest that employees may dictate their own working hours or come and go as they please. Flexitime requires careful collaboration between employee and Supervisor in determining flex schedules and resolving scheduling conflicts. It also requires careful Supervisory monitoring for employee adherence to agreed-upon schedules.

**Office Hours** – The office will be open from 7:00 a.m. to 7:00 p.m., Monday through Friday.

**Workday** – Employees with an approved Flexitime benefit may schedule their workday with their Supervisors, within office hours. Employees may work no more than ten (10) hours per day and must take at least thirty (30) minutes for lunch at the middle of their workday.

**Supervisory Responsibility** – Supervisors are responsible for ensuring that there is adequate coverage of all operating areas within their department between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday. Prior to approval of any flexitime schedule, Supervisors must determine that there are enough employees present to maintain efficient operations including answering phones and inquiries from the public. Allocation of approvals for time off of flexitime employees must be accomplished fairly (generally on a system of rotating preferences). Supervisors are responsible for monitoring accurate employee self-reporting of time worked within the Corporation's online Time and Attendance system, and for carefully reviewing and approving actual time worked for Flexitime employees.

**Employee Responsibility** – Employees must understand and be considerate of the needs of their Division, Supervisor, and co-workers when scheduling their working hours. Once schedules are set, it is imperative that employees follow them to provide for adequate staff coverage.

**Scheduling** – Proposed Flexitime schedules must be submitted by employees and reviewed and approved by Supervisors one month in advance for the following month. All additional requests for time off (i.e., vacation) should also be submitted as part of the employee's overall flexitime schedule so Division Directors can plan accordingly. Recurrent four-day weekends or four-day workweeks will not be allowed, except in unusual circumstances.

**Days Off** – Generally, each holiday, sick day or vacation day counts as 8 hours. Under flexitime, if someone planned to work 9.0 hours on a day and was sick, they would be charged 9.0 sick hours (unless the time was made up with the prior approval of the person's Supervisor).

Conversely, if someone was only scheduled to work 3.5 hours on a given day they would only be charged 3.5 sick hours. Again, Supervisors must ensure proper time is allotted, in accordance with pre-approved schedules.

**Director's Discretion** – Each Division has particular and variable needs, which may require a Director to deviate from this overall plan to accommodate production deadlines, increased volume, staff shortages, or other special circumstances.

## 502 OVERTIME AND OVERTIME PAY

Non-exempt employees are eligible to be compensated for overtime. If a Division Director finds it necessary to ask employees to work in excess of the standard work hours, overtime shall be assigned by the Supervisor as equitable and practicable among the employees involved **only after obtaining prior approval for the overtime from the Division Director and Director of Human Resources.** Eligible employees will be reimbursed for such overtime following submission of appropriate documentation approved by the Supervisor. Overtime compensation is at time-and-one-half hours in excess of 40 hours worked per week. Paid time off for vacation, sick, holiday or bereavement leave will not be counted as hours worked for the purpose of determining overtime.

Overtime generally must be personally supervised by the appropriate Supervisor in attendance. If an employee works overtime hours without prior authorization, the employee may be disciplined, up to and including termination from employment for such unauthorized work.

## **503 PAYDAYS**

All employees are paid bi-weekly and pay is issued on Friday. Each pay will include earnings for all work performed in the previous two weeks.

All employees must receive their pay through direct deposit. With direct deposit, the pay is automatically deposited into a personal bank account. Exceptions to direct deposit will be taken into consideration on a case-by-case basis.

All employees can access their pay statements on the ADP portal/website under pay & taxes-pay statements. Information and instructions are provided to employees during the new hire orientation.

## 504 PAY DEDUCTIONS

It is the Corporation's policy to compensate its employees in compliance with the Federal Fair Labor Standards Act and applicable state law. The law requires that RIHousing make certain deductions from every employee's compensation. Among those are applicable federal, state, and local income taxes. RIHousing also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base". RIHousing matches the amount of Social Security taxes paid by each employee.

RIHousing offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. All deductions and the amount of the deductions are listed on employees' pay stubs. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The Corporation may also make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules, which includes deductions for participation in Corporation benefit and retirement plans. Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absence from work for one or more full days for personal reasons, other than sickness or disability
- Absence from work for one or more full days because of sickness or disability where the employee is not eligible for payment under or has exhausted his or her benefits
- Suspensions of one or more full days for violations of safety rules of major significance
- Suspensions of one or more full days for violations of the terms of the Employee Handbook, written workplace conduct rules, such as rules against sexual harassment and workplace violence
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary
- Any unpaid leave taken under the Family and Medical Leave Act
- Negative paid time off balances

Deductions from employees' salary may not be made for absences from work caused by the Corporation.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, please contact the Human Resources Department. Every report will be fully investigated and if a violation is found, corrective action will be taken, including but not limited to full reimbursement of inappropriately withheld amounts.

It is against Corporation policy to retaliate against any employee who makes a complaint in good faith pursuant to this policy. Any form of retaliation that occurs in violation of this policy may result in disciplinary action, up to and including discharge.

## **505 ADMINISTRATIVE PAY CORRECTIONS**

RIHousing takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

If there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Human Resources Department so that corrections can be made as quickly as possible.

## 506 TERMINATION AND SEVERANCE POLICY AND PROCEDURES

RIHousing recognizes that employment is not permanent. Termination is the cessation of the employment relationship between RIHousing and the employee for any reason. It is the policy of RIHousing to ensure that all employment terminations, whether voluntary or involuntary, be handled in a professional manner with minimal disruption to the workplace. When employment terminates, an appropriate designation for the type of termination shall be documented by RIHousing management as described below and exit procedures on notice and return of corporation property shall be followed. Terminations should be handled consistently pursuant to the guidelines that follow.

This policy applies to all regular full-time and part-time employees of RIHousing regarding possible separation of employment. Employees who are hired to work for RIHousing for a grant-funded program are hired for the duration of the grant and are not considered regular employees for the purpose of severance. With respect to temporary or contract employees, the process for termination shall be consistent with the terms of any applicable employment contract or staffing agency agreement.

### Types of Termination

RIHousing or the employee may terminate employment at will, with or without cause, and with or without notice, at any time. Nothing in these policies shall be interpreted to eliminate or modify in any way the employment-at-will status of RIHousing employees.

#### 1. Voluntary Terminations

##### 1.1 Resignation

Resignation is a voluntary termination by an employee. Employees who resign from employment shall provide as much advanced notice as possible with a minimum of 2 weeks. Employees shall provide their resignation in writing to the immediate Supervisor; however verbal notice may be accepted by the immediate Supervisor or Director of Human Resources. Other situations, including but not limited to the following shall be considered resignations.

- Job abandonment (an employee who does not contact his/her supervisor for three (3) or more working days and who is not on authorized leave);
- Inability or failure to return from an authorized leave of absence; or
- Inability to perform the essential functions of the position because of a disability, with or without reasonable accommodation such as modification to the work environment, the provision of assistive devices, adjustment of hours of work or schedule, transfer to a vacant position for which the employee is qualified, short term leaves of absence, or other changes which do not unduly burden RIHousing.

##### 1.2 Retirement

Retirement is a voluntary termination by an employee. Employees shall provide as much advanced notice as possible with a minimum of one month to the immediate Supervisor, in writing; however, verbal notice may be accepted by the immediate Supervisor or Director of Human Resources. ***See Sections 209 and 304 of the RIHousing Employee Handbook for more information.***

#### 2. Involuntary Terminations

##### 2.1 Temporary Job Completed

Temporary Job Completed is an involuntary termination by a Supervisor when the temporary assignment has ended.

##### 2.2 Probationary Termination



Probationary Termination is an involuntary termination by a supervisor of an employee during his or her probationary period.

### 2.3 Termination for Cause

Termination for Cause refers to involuntary termination initiated by a Supervisor or member of senior management due to an employee's misconduct or unsatisfactory performance. **See Section 701 of the RIHousing Employee Handbook for information regarding employee conduct and work rules that may result in disciplinary action, up to and including termination of employment.**

### 2.4 Termination Without Cause

Termination without Cause is an involuntary termination by a Supervisor or member of senior management when RIHousing decides that the services of an employee are no longer needed. In general, the employee's conduct or performance does not motivate the decision. Examples may include a layoff, reduction of work, reorganization, or other changing business needs.

When an employee is involuntarily terminated, the employee's Supervisor must obtain prior approval from the Director of Human Resources.

## Notice Procedures

Although employment with RIHousing is based on mutual consent and both the employee and RIHousing have the right to terminate employment at will, with or without cause or advanced notice, RIHousing may use progressive discipline at its discretion. **See Section 710 of the RIHousing Employee Handbook for more information.** RIHousing reserves the right to terminate any employee without advanced warning. RIHousing may terminate without notice the employment of an employee found to have engaged in willful misconduct such that it would make it unreasonable to require RIHousing to continue employment during a period of notice.

RIHousing will inform the employee of the reason for termination at a termination meeting to be attended by, at minimum, the employee's Supervisor, and a representative of the Human Resources Department. At the conclusion of the meeting, the employee will be asked to go back to his or her desk and collect any personal items before exiting the building. In some cases, the supervisor may collect the employee's belongings and they are escorted out of the building without returning to their department. In this case, any other personal belongings will be mailed to the terminated employee's home.

Upon termination of employment, RIHousing provides the employee with a separation letter, which will state his or her last day of employment, last day of pay and last day of employee benefits. Any requests for references/verifications of employment shall be directed to the Human Resources Department.

## Final Pay or Severance Payments

All terminated employees will receive final pay in accordance with state and federal laws. Accrued but unused vacation and/or sick time will be paid in accordance with RIHousing's policy. **See Sections 401 and 402 of the RIHousing Employee Handbook for more information.** An employee with more than twelve (12) months continuous service with RIHousing (excluding employees hired for a grant funded program) may be eligible for severance payments pursuant to the following guidelines.

1. **Voluntary Termination** – An employee who voluntarily terminates employment with RIHousing is ineligible for severance pay.
2. **Termination for Cause** – An employee who is terminated for cause is ineligible for severance pay. Instead, the employee will generally receive two (2) weeks of pay in lieu of notice. If an employee is terminated for willful

misconduct, he or she will be ineligible for any pay in lieu of notice.

- 3. Termination without Cause** – An employee who is terminated without cause may receive a severance payment equal to two (2) weeks of severance pay for every year of service up to a maximum of twenty-six (26) weeks.

Receipt of severance pay is conditioned upon the execution of a separation agreement, including a general release of claims and other provisions required by RIHousing. Severance payments will generally be paid on a bi-weekly basis (on the regular pay dates for current employees in the same manner as such payments were made during employment). Payments will be processed on the next available pay period after execution, or the rescission period, of the separation agreement. RIHousing reserves the right to not provide severance pay, to offer a different amount of severance pay, or to impose additional conditions on severance pay. The Termination and Severance policy terms and conditions will be reviewed by the Management Committee and Board no less than on an annual basis.

### **Health Insurance and Benefit Information**

For all employment terminations except for retirement, health, dental, and vision, insurance will terminate on the last day of the month in which the termination becomes effective, unless otherwise noted in a written separation agreement. Short-term and long-term disability insurance, life insurance, AD&D insurance and parking/transportation benefits will terminate on the date of separation. ***See Section 304 of the RIHousing Employee Handbook for more information on health care benefits for retirees.***

Under the Consolidated Omnibus Reduction Reconciliation Act of 1985 (COBRA), an eligible employee may continue at his or her own expense any or all existing group medical, dental, and vision insurance coverage after termination. The employee will receive by mail a separate notice from COBRA regarding continuation of his or her health benefits.

401(a) Plan contributions end with the final payroll for the period before the separation date. Employees with a 401(a) Plan or 457 Plan will need to contact the Corporation's retirement plan provider to discuss options for his or her account.

Life insurance conversion options are also available. Any other employment benefits owed to employees such as mileage reimbursement will be sent to the employee when processed.

With respect to educational benefits, if an employee voluntarily terminates employment with RIHousing within six (6) months after reimbursement or tuition advance, the employee must repay RIHousing for any educational benefits received during the previous six (6) month period.

### **Return of RIHousing Property**

All RIHousing property must be returned in good condition by the employee at the time of separation. Property belonging to RIHousing may include but is not limited to electronic equipment (laptops, tablets, and cellular phones), computer software, building access cards, keys, bus and/or parking passes and files. It is the responsibility of the Supervisor of the employee and the Human Resources Department to ensure that the RIHousing property is returned prior to the separation date.

RIHousing reserves the right to revise this policy at any time without notice.

Any exceptions to the Termination and Severance policy must be reviewed and authorized by the Board, except in exigent circumstances.

## **601 SAFETY**

RIHousing provides information to employees about workplace safety and health issues through regular internal communication channels such as Supervisor-employee meetings, bulletin board or intranet postings, emails, memos, or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees should immediately report any unsafe condition to the Supervisor and facilities Manager immediately. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Employees are required to wear seat belts at all times while on company business whether in company vehicles or their personal vehicles.

In the case of accidents that result in injury, regardless of how insignificant that injury may appear, employees should immediately notify the appropriate Supervisor and the Director of Human Resources. Such reports are necessary to comply with laws and initiate insurance benefits procedures.

## **602 SMOKING**

In keeping with RIHousing's intent to provide a safe and healthy work environment, smoking throughout RIHousing offices including the lunchroom, lavatories, hallways, and lobby is prohibited. Smoking is also prohibited within 25 feet of any entrance to RIHousing offices.

This policy applies to all employees, clients, and visitors.

## **603 USE OF COMPUTING RESOURCES, INTERNET USAGE AND ELECTRONIC COMMUNICATIONS**

RIHousing maintains a network of computer-based resources, consisting of desktop and portable computers, mobile devices, USB drives, printers, fax machines, copy machines, network servers, business applications, electronic mail (e-mail), Wireless Broadband and internet connection to assist in conducting RIHousing business. This network of hardware and software, collectively, constitutes RIHousing's Computer System.

The Computer System presents users with opportunities for easy, rapid, and efficient communications and research but also creates certain risks, including security risks and potential legal liabilities. In order for RIHousing to maximize the benefits and minimize the risks associated with use of the Computer System, the Corporation has established the following policies regarding access and usage.

### **a. Ownership and Control of the Computer System**

Computer-based resources are RIHousing property and should be used ONLY by RIHousing employees for RIHousing business in accordance with Policy 604, Use of Equipment.

### **b. Passwords and System Access**

All employees must use a password to access certain portions of the Computer System. Passwords must not be disclosed to anyone, with the exception of authorized Information Technology (IT) staff upon request. Employees will be responsible for any transactions knowingly conducted under their account name.

Passwords will expire on scheduled intervals. Employees must create a new, unique password upon expiration. Previously used passwords cannot be reused.

All requests for new accounts or activation/deactivation of accounts should be addressed to the Information Technology Director.

If an employee needs temporary access or different level of security within any portion of the Computer System, he/she should submit request for such access to their Manager for approval and signature. The Manager will then submit the request through the Information Technology ticketing system.

The IT Department will create a temporary account or modify the Computer System security rights of an existing account. Temporary accounts will be activated and de-activated by the IT Department only upon written authorization of a Supervisor.

### **c. System and Data Security**

All users shall ensure that their use of the Computer System does not compromise the security and integrity of RIHousing, whether by allowing intruders into the Computer System or by introducing viruses or other threats. If you receive an unsolicited external e-mail from an unknown source with an attached file, you must assume that the file is contaminated and delete it immediately. All such incidents should be reported to the IT Department using the phishing tool. All downloaded data must be scanned for viruses, even if the download is from a trusted source.

When using any computer or mobile device provided by RIHousing, users shall not access the Internet except through a RIHousing provided Internet connection.

To secure the integrity and confidentiality of all business information, the only device that can be used for temporary storage of any electronic file (Word document, Excel spreadsheet, etc.) is a password protected, encrypted USB drive provided to the user by RIHousing.

### **d. Software and File Installation; License Requirements**

No employee may install or download computer software, program, or executable files to the Computer System. Such software or programs may only be installed by IT staff on the following conditions: (i) the Information Technology Director has given prior written approval of such installation or download, and (ii) any required license for the use of such software, program or files have been delivered to the IT Department. Any such files or software may be used only in ways that are consistent with their licenses or copyrights. Any software installed, or files downloaded into the Computer System as part of this process become the property of the Corporation. No employee may use the Computer System knowingly to download or distribute pirated software or data.

**e. E-mail and Confidentiality**

E-mail messages addressed through the RIHousing e-mail system are not confidential. RIHousing reserves and intends to exercise the right to intercept, access, review, audit, and disclose all messages created, received, or sent over the e-mail system for any purpose, without the permission of the employee. The contents of e-mail properly obtained for legitimate business purposes may also be disclosed within the Corporation without the permission of the employee.

Even when a message is deleted, it is still possible to retrieve and read the message from the Network's backup systems or user hard drive. Furthermore, the use of passwords for security does not guarantee confidentiality. Password access is administered by the IT Department for security purposes and passwords must be disclosed to authorized IT staff upon request.

Notwithstanding RIHousing's right to retrieve and read any e-mail messages, such messages should be treated as confidential by other employees who do not have reason to see it and accessed only by the intended recipient. Without specific prior approval from a Division Director, employees are not authorized to retrieve or read any e-mail messages that are not addressed to them.

All messages composed, sent, or received on the e-mail system and all files downloaded from the Internet are and remain the property of RIHousing. They are not the private property of any employee, and therefore may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or conduct any other non-job-related activities.

**f. Inappropriate Use of the E-mail and Internet Systems**

Employees accessing any website via RIHousing equipment or the RIHousing internet are doing so as representatives of RIHousing and should conduct themselves in accordance with these guidelines. Inappropriate and/or offensive electronic transmissions and internet usage are strictly prohibited. Without limiting the generality of the foregoing, inappropriate and/or offensive transmissions and internet usage includes, but is not limited to:

- Unlawful, fraudulent, harassing, or malicious transmissions;
- Downloading or creation of offensive or disruptive messages or files, or access to any offensive web site. Offensive files, messages or web sites include, but are not limited to, those that contain sexually explicit content, racial slurs, gender-specific comments, or any other comments that offensively addresses or demeans someone's age, gender, sexual orientation, religious or political beliefs, national origin, or disability;
- Subscription to non-business-related mail lists, participating in non-business-related news groups or discussion groups, "spamming" of bulk e-mailing, downloading large non-business-related files, or any other transmissions unrelated to RIHousing business that might cause congestion or disruption in the RIHousing Computer System or any other system or network;
- Transmissions made under an assumed name or which otherwise obscure the source of the transmission;
- Transmissions containing sexually explicit language or images, or any other language or images that might reasonably be perceived as abusive, profane, or otherwise objectionable;

- Transmissions which defame or libel, or infringe upon the privacy rights of, any person;
- Accessing web sites that contain obscene, pornographic, or other inappropriate material;
- Transmissions that threaten or harass others;
- Solicitations on behalf of organizations that are unrelated to our mission or purpose;
- Transmissions that destroy or interfere with the integrity of computer-based information;
- Transmissions that alter system files or configuration to disrupt computer or network functions;
- Transmissions that seek or gain access to network resources or resources on the Internet that are not germane to RIHousing business matter;
- Transmissions that seek or gain unauthorized access to network resources or resources on the Internet;
- Attempt to breach security mechanisms.

The e-mail system shall not be used to send (upload) or receive (download) copyrighted-protected software, materials, trade secrets, proprietary financial information, any material for which a registration or licenses fee is required without prior authorization of the Information Technology Director.

**g. Violations**

Violations of this policy should be reported to the appropriate Supervisor or the Human Resources department for investigation and resolution. Violations may subject employees to disciplinary action in accordance with general RIHousing policies and disclosure of evidence of unlawful activity to law enforcement officials.

**h. IT Policy Handbook**

For further RIHousing policy information related to computing resources, internet usage and electronic communications, reference should be made to the IT Policy Handbook posted separately on the Human Resources page of the intranet. All employees are annually required to review and sign the IT Policy Handbook.

## **604 EMAIL POLICY**

This policy provides RIHousing employees with effective, consistent standards for the use of the electronic mail system (e-mail) provided by the Corporation. This policy applies to all employees of RIHousing, at all locations.

Employees should remember that all electronic communications and stored information transmitted, received, or archived in the Corporation's information system are the property of RIHousing. The Corporation reserves the right to access and disclose all messages sent by e-mail.

### **Content and Distribution of Emails:**

Following are guidelines employees should observe for the content and distribution of Corporation e-mails:

1. E-mail, whether intended for internal or external recipients, should follow the same formality as a business letter. It should be treated as a formal document with proper business standards being followed. Spelling, grammar, and punctuation should be checked.
2. E-mails transmitted for internal business should follow the chain of command. Do not copy or jump management levels unless absolutely appropriate.
3. E-mails should be composed of appropriate workplace language. Employees are prohibited from sending abusive, harassing, threatening or ethical-oriented messages, even in jest.
4. Employees should use common sense about what an e-mail says or to whom it is sent. E-mails may be read and transmitted by recipients not intended by the sender. E-mail communication should not be considered confidential or private. A good rule of thumb is never to write anything in an e-mail that you would not want to become public knowledge.
5. The use of "All Employees" e-mail is limited to specific employees that have the need to communicate regularly with all employees.
6. Employees should review all e-mail messages before they are sent for clear meaning and correct tone. Make sure they convey the intended message, realizing that without the tone of your voice or facial expressions, meaning can sometimes be misinterpreted.
7. Employees should consider carefully before sending e-mail to more than one person. Respect other employees' time and consider whether additional people really need or want to see the message.

### **Email Best Practices:**

Storage space on RIHousing's computer systems and networks is limited. It is critical for employees to follow good e-mail housekeeping practices:

1. Create folders for received and sent messages. Use folders to save important information and make it a regular habit to review all folders and delete old or outdated material. Delete unimportant messages as you read them.
2. Keep your "in" and "sent" boxes clean.
3. Do not save multiple copies of email threads. Only the last e-mail in a thread needs to be saved. Do not reply with attachments or use "reply all" unless the response requires it.
4. Review an email thread before forwarding an email containing a thread to others. Consider creating a new email containing only the necessary information.

### **Additional courtesy and business etiquette points:**

Employees using the RIHousing e-mail system should employ professional courtesy and business etiquette when transmitting messages on behalf of RIHousing:

1. Always use a short informative subject line. This gives the receiver some indication of the importance of the message.



2. Be careful when using sarcasm and humor. Without the personal interaction, jokes could be viewed as criticism or inappropriate.
3. Do not type in all caps - and keep paragraphs short and concise. Sign all messages, including internal communications, with your name, title, and contact information.
4. When possible, keep the message focused on one subject per e-mail.

For further RIHousing policy information on email(s), reference should be made to the IT Policy Handbook posted separately on the Human Resources page of the RIHousing intranet.

**Applicability:**

This policy applies to all employees of RIHousing who use Social Media (as defined below) for their own personal purposes whether an employee is on or off duty. This policy does not apply to those employees using Social Media for RIHousing business purposes such as updating RIHousing Social Media sites.

**Social Media:**

For the purposes of this policy, "Social Media" means any form of interactive online communication, in which users can generate and share content through text, images, audio, and/or video, including but not limited to:

- Sites that enable personal connections (e.g., Facebook);
- Sites the enable professional networking (e.g., LinkedIn);
- Forums, blogs, customer review web sites and bulletin boards (e.g., Blogger and Yelp);
- Micro-blogging sites (e.g., Twitter);
- Photo and video sharing sites (e.g., Instagram, Snapchat, and YouTube);
- Social Bookmarking sites (e.g., Pinterest);
- Virtual worlds or Social Gaming sites (e.g., Second Life and Raptr); and
- Any other forms that facilitate online communication.

**Purpose:**

This policy provides important guidelines for employees who use Social Media for their own personal purposes. RIHousing does not intend to restrict unnecessarily an employee's right to free speech or other rights under laws such as the Rhode Island Labor Relations Act. RIHousing intends, instead, to articulate its expectations regarding employee Social Media use which may impact RIHousing. Social media poses legal, compliance, financial, reputational, operational, and security risks. Thus, this policy seeks to mitigate such risks by providing guidance to employees on the proper use of Social Media.

While working on Corporation time, RIHousing expects its employees to devote their full efforts and attention to their primary job responsibilities. If updating RIHousing Social Media sites is not part of an employee's job responsibilities, accessing Social Media during working hours can take an employee's attention away from their work.

It is critically important that employees always exercise good judgment when utilizing Social Media. Please think when using Social Media about how your personal usage will reflect on RIHousing and impact your professional reputation.

**Prohibited Activities:**

RIHousing employees are prohibited from doing any of the following on Social Media:

- Making maliciously or knowingly false statements about RIHousing and/or any of its employees, vendors, customers, products, or services;
- Unlawfully harassing any employee, vendor, or customer of RIHousing;
- Using Social Media during working time in such a manner that interferes with the employee's own job responsibilities;
- Speaking on behalf of RIHousing or its clients, or creating the impression that the employee is speaking on behalf of RIHousing or its clients, unless expressly authorized to do so;
- Discussing, referring to, or disclosing any of RIHousing's non-public proprietary or confidential information (e.g., financial information, marketing strategies, business strategies, intellectual property, and client information);
- Within the scope of their official duties, providing any criticisms, reviews, referrals, recommendations or other endorsements of any other person or entity unless the employee receives prior written permission from a Supervisor;
- Violating the Terms of Service of any Social Media site; and
- Violating any law protecting others' intellectual property and copyrights.

**Security Risks:**

Employees should be aware of the many security risks when using Social Media. With millions of users online, Social Media attracts friends and family wanting to stay in touch, but it also attracts people wanting to know about an employee for the wrong reasons. Without the proper safeguards in place, employees run the risk of their identities being stolen, their computers or Social Media accounts being hacked, and their locations being tracked. To mitigate these risks, employees should always maintain strong passwords on their Social Media accounts, they should be careful with their status updates, and they should never reveal their locations.

**Use of RIHousing’s Electronic Equipment:**

When an employee uses a Corporation computer or mobile device to post information on Social Media, RIHousing’s website domain name is connected to the posted information. As a result, there is no way to be “anonymous” when posting information on Social Media. It is also impossible to completely remove information posted online. RIHousing expects employees to exercise good judgment and extreme caution when using RIHousing’s electronic equipment to communicate online.

**Creation of a Blog or Website:**

If an employee creates or hosts a blog or website that identifies the employee by name, likeness, or other information and/or identifies the employee as an employee of RIHousing, then the employee shall prominently post a disclaimer on the blog or website. The disclaimer must state that the employee is solely responsible for the content of the blog or website and that the employee’s statements do not represent the views of RIHousing or its partners or employees.

**Disclosure for Investigation:**

Pursuant to R.I. Gen. Laws § 28-56-2(3), RIHousing may request or require an employee to disclose any personal Social Media account information if RIHousing reasonably believes the information is relevant to a workplace investigation of employee misconduct or violation of law. In such a case, RIHousing’s request must not be otherwise prohibited by law or constitution, and the information must be solely used to the extent necessary for the investigation and any related proceeding.

**Violations and Corrective Action:**

If RIHousing determines that an employee has violated this policy, it will take prompt, effective remedial action including imposing corrective action upon the violator. Corrective action includes disciplining the violator up to and including termination of employment for a first-time violation of this policy. The corrective action taken will depend upon the circumstances of the particular case including the nature of the violation and the employment record of the violator. RIHousing may also require training regarding this policy and laws pertaining to Social Media.

## **606 USE OF EQUIPMENT**

When using Corporation property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify your Supervisor if any equipment, machines, or tools appear to be damaged, defective, in need of repair, or missing. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles can result in disciplinary action, up to and including termination of employment.

Any RIHousing data, MIS applications, software programs or programmatic materials developed by employees for use at RIHousing becomes the sole property of RIHousing. Employees may not sell, lease, assign or otherwise transfer such data or programs to any other organization, association, individual, corporation, partnership, group of individuals, or any other entity without the prior written consent of RIHousing.

All equipment and supplies exist for conducting RIHousing business. Personal use by employees of RIHousing's cellular telephone equipment is prohibited. All outgoing messages should be accurate, appropriate, and work-related. Under no circumstances is the use of the postage meter, RIHousing stationary or envelopes for personal correspondence appropriate.

RIHousing routinely monitors usage patterns for voice and data communications. Communications services and equipment have usage-related expenses. Employees should be aware of these charges and should consider cost and efficiency needs when choosing the proper vehicle for each communication. Employees should consult their Supervisor if there is a question about the proper mode of communication.

### **COMPANY CELL PHONES**

Some Corporation employees may be issued a cell phone by the Corporation. These phones are issued to those employees who, in the duty of performing his or her job functions, are subject to regular and necessary communications with the personnel, contractors, and/or management on both regular work hours and off work hours and days. Personal use by employees of RIHousing's cellular telephone equipment should be strictly limited. All outgoing messages should be accurate and appropriate.

### **FOB SECURITY DEVICE**

All new employees receive a fob security device for use in entering the building and using the elevators. If your fob is lost or stolen, please contact the Facilities Department immediately. The cost to replace a lost fob is \$10.

### **CORPORATE VEHICLE**

RIHousing maintains corporate vehicles for use by employees for corporate-related events. The Facilities Division is responsible for administering all use and maintenance of the vehicles. If you note any mechanical issues with the vehicle during use, please report it to the Facilities Division.

Corporate vehicle use by staff for individual, daily appointments is limited to availability. However, with prior approval of the appropriate Division Director, a corporate vehicle may be used for travel to an event (e.g., ribbon cutting ceremonies, seminars, group inspections, etc.). Out of state or overnight use by staff must be approved by the appropriate Division Director in advance. Employees should use the vehicle reservation system after receiving approval for use.

## **607 EMERGENCY CLOSINGS**

Emergencies such as severe weather or power failure may disrupt RIHousing operations. In extreme cases, these circumstances may require the closing of our office. In the event of extreme weather conditions, RIHousing will make every effort to inform employees of office closings or delays prior to commencement of work hours. If severe weather events or other emergencies occur during non-working hours, employees should always check their e-mail, texts and/or voicemail before coming to work.

When operations are officially closed for an entire workday because of emergency conditions, the time off from scheduled work will be paid to regular full-time employees for 8 hours. Regular part-time employee scheduled to work will be paid for hours scheduled. If an employee is on vacation or has a scheduled sick day on the day(s) that the office is closed, the appropriate vacation/sick hours will still be charged.

Employees will be advised by the Executive Director or the Facilities Division as to the early closing of the RIHousing office during normal working hours in the event of inclement weather or another emergency. For further information, please refer to RIHousing's Inclement Weather Policy on the Facilities page of the RIHousing intranet.

## **608 TRAVEL EXPENSES**

It is the policy of RIHousing to reimburse employees for reasonable, documented, and approved expenses incurred on RIHousing business subject to the following provisions:

### **A. Automobile Travel**

Reimbursement for use of a personally owned automobile on RIHousing business shall be made at the current mileage reimbursement rate established by RIHousing. RIHousing may periodically adjust the mileage reimbursement rate but in no event shall the mileage reimbursement rate exceed the amount deductible for IRS purposes.

Mileage reimbursement may be made under the following conditions:

1. Home to office commuting is not reimbursable.
2. Reimbursement from home to an outside work location is limited to the mileage from RIHousing to such location, and back to RIHousing.
3. The Executive Director may designate certain employees as having their residence as the starting point for travel on RIHousing business, in which case the mileage will be allowable from the point of residence to the destination.
4. RIHousing will bear no responsibility toward the use of an employee's personal vehicle. Employees whose duties require them to use their own vehicle for business purposes shall notify their insurance carriers of the mileage traveled per year and maintain adequate insurance coverage.
5. Related tolls and parking charges will be reimbursed in addition to mileage.

### **B. In State Travel**

Employees must utilize the Business Mileage Report form for reimbursement requests for in-state travel, tolls, and parking fees. No meals or lodging will be allowed in connection with travel within the state (including Boston).

### **C. Out of State Travel**

Out-of-state travel requires the prior approval of the Division Director. Employees are required to submit a memorandum describing the conference/event, reason for attending and the cost and budget implications.

Reimbursement for out-of-state travel expenses shall be consistent with the allowable state employee reimbursement amounts per day.

1. Actual travel costs, including, but not limited to, airfare, train and bus will be reimbursed. Employees are expected to travel coach or economy class and make their arrangements at the lowest available fare.
2. Lodging: The use of moderately priced hotels, and, where possible, conference hotels are authorized, and employees should exercise discretion in choosing accommodations. Rates considered to be excessive may be refused for payment. The amounts should be shown on the expense report separately for each day rather than in one amount. No charges other than room charges should be included under the caption of "Hotel". All other expenses on the hotel bill should be listed under the appropriate captions of the expense report.
3. Meals: Employees will be reimbursed \$50/day for meals in conjunction with authorized and pre-approved out-of-state travel. Only travelers requiring overnight stays (out-of-state) will be allowed meal reimbursement. The reimbursement amount will be based on departure and arrival times as follows:

- Scheduled departure time *before* noon, \$50.00 for the first day of travel will be reimbursed.
  - Scheduled departure time *after* noon, \$25.00 for the first day of travel will be reimbursed.
  - Scheduled return time *before* noon, \$25.00 for the final day of travel will be reimbursed.
  - Scheduled return time *after* noon, \$50.00 for the final day of travel will be reimbursed.
  - All full days in between departure day and arrival day will be reimbursed \$50.00.
4. Taxi/Uber/Lift or other Ground Transportation: Reimbursement based on reasonable costs.
  5. Telephone: Business calls are an authorized expense.
  6. Miscellaneous: All miscellaneous expenses must be documented and justified.

#### **D. Travel Advances**

Generally, travel advances are not permitted.

#### **E. Required Documentation**

1. Expenses shall be itemized in detail on an expense report form available on the forms page of the intranet. This form must be approved by the appropriate Division Director and submitted to the Director of Accounting for final approval and processing in accordance with established policies and procedures.
2. Receipts for expenses other than meals are required for anything in excess of \$15.00.

#### **F. Exceptions**

Any exceptions to this policy will be at the discretion of the Executive Director.

## **609 BUSINESS EXPENSES POLICY**

RIHousing recognizes that employees may be required to incur expenses from time to time to conduct Corporation business and to further the mission of the organization. It is the policy of RIHousing to reimburse only reasonable and

necessary expenses incurred by employees. The purpose of this policy is to ensure (a) adequate cost controls are in place; (b) expenditures are necessary and appropriate; and (c) a uniform and consistent approach for the timely reimbursement of authorized expenses incurred by employees.

When incurring business expenses, RIHousing expects employees to:

- Exercise discretion and good business judgment with respect to those expenses.
- Be cost conscious and spend RIHousing's money as carefully and judiciously as the individual would spend his or her own funds.
- Provide required documentation for all expenses.

### **Entertainment & Business Meetings**

Generally, reimbursement is not allowed for any expense associated with an activity considered to be entertainment, amusement, or recreation. When necessary, entertainment expenses must be limited to those reasonable and necessary for accomplishing RIHousing's mission and activities. Reasonable expenses incurred for business meeting or other types of business-related entertainment will be reimbursed only if the expenditures are approved in advance by the appropriate Division Director and qualify as tax deductible expenses. Detailed documentation of any such expense must be provided, including:

- Date and place of activity.
- Nature of expense.
- Name, titles, and corporate affiliation of those in attendance.
- A complete description of the business purpose for the activity including the specific business matter discussed.
- Vendor receipts (credit card receipts or statements are **not** acceptable) showing the vendor's name, a description of the services provided, the date, and the total expenses, including tips (if applicable).

RIHousing maintains a strict policy that expenses in any category that could be perceived as lavish or excessive will not be reimbursed. Expenses that are generally not reimbursable include, but are not limited to:

- Travel insurance.
- First class tickets or upgrades.
- Limousine travel.
- Movies.
- Room service meals.
- Alcohol, liquor, or bar costs.
- Membership dues at any country club, private club, athletic club, golf club, tennis club or similar recreational organization.
- Participation in or attendance at golf, tennis, or sporting events.
- Purchase of golf clubs or any other sporting equipment.
- Spa or exercise charges.
- Clothing purchases.
- Business conferences and entertainment which are not approved by an authorized Division Director or officer of RIHousing.
- Valet service is only allowed if required by the hotel.
- Car washes, except for washing of RIHousing owned vehicle.
- Toiletry articles.
- Expenses for spouses, friends, or relatives. If a spouse, friend or relative accompanies an employee on a trip, it is the responsibility of the employee to determine the added cost, if any, for double occupancy and related expenses and to make the appropriate adjustment in the reimbursement request.
- When lodging accommodations have been arranged by RIHousing and the individual elects to stay elsewhere, reimbursement may not exceed the rate negotiated by RIHousing. No reimbursement shall be made for transportation between the alternate lodging and the meeting site.

### **Expense Report**



All entertainment expenses must conform to section RIGL §35-7-14 which requires that quasi-public agencies such as RIHousing must prepare and maintain documentation for all travel and entertainment expenses in enough detail to allow for post audit.

Expenses will not be reimbursed unless the employee requesting reimbursement submits a written Expense Report on a form prepared by the Finance Division. The Expense Report, which shall be submitted no more frequently than monthly and within thirty days of the expense, must include:

- The individual's name.
- The name and affiliation of all people for whom expenses are claimed (i.e., people on whom money is spent to conduct RIHousing's business).
- An itemized list of all expenses for which reimbursement is requested.

### **Receipts**

Receipts are required for all expenditures billed directly to RIHousing. No expense will be reimbursed unless the employee requesting reimbursement submits with the Expense Report written receipts from each vendor detailing the vendor's name, a description of the goods or services provided (if not otherwise obvious), the date, and the total expenses, including tips (if applicable). A credit card receipt or statement that does not include the foregoing information is insufficient documentation.

### **Exceptions**

Any exceptions to this policy will be at the discretion of the Executive Director.

## **610 CELL PHONE POLICY**

The use of a personal cell phone while at work presents distractions to the user and co-workers. This policy is to ensure that cell phone use at work is not disruptive of business operations.

While at work, employees must exercise the same discretion in using cellular phones for personal use as they do for Corporation phones. Excessive personal phone calls during the workday, regardless of the phone used, interfere with productivity and are distracting to others. If personal use is occasionally unavoidable, the call should be limited in duration.

To minimize disruption of co-workers, cell phones must be used in the “silent” mode only.

In addition to wireless telephone service, many cell phones or cellular providers offer a host of additional functions and/or services, including recording functions, text messaging and digital photography. It is not possible to list all the services that are available. Whether enumerated or not, employees should refrain from using *any* of these services while in the workplace during working time.

### **Corporation Provided Cell Phones**

Employees with Corporation provided cell phones should use the “silent” mode on the ringer at all times.

Corporation provided cell phones may be used only for business purposes.

### **Use of Cell Phones While Driving**

The use of a cell phone while driving presents hazards to the driver, other employees, and the general public. Employees are prohibited from using any cell phone, unless hands-free, while driving on Corporation business or driving in a Corporation owned vehicle. If an employee needs to make a phone call while driving, including calls, texting checking emails, he or she should locate a safe, legal place to park and make the call.

### **Text Messages**

In accordance with the Telephone Consumer Protection Act, employees can choose to opt out of text messages they receive from RIHousing, including daily COVID screening and emergency messages sent through Agility. If you have any questions, please contact a member of the Human Resources Department.

## 611 TELEWORKING POLICY AND PROCEDURES

### 1. Purpose

The purpose of this Teleworking Policy and Procedures (this “Policy”) is to define and provide guidelines for RIHousing’s teleworking program. This policy is designed to assist supervisors and employees in understanding the teleworking environment. It provides a general framework for assessing and approving teleworking arrangements.

### 2. Introduction

Appropriately planned and managed telework is a viable work option that can benefit supervisors, employees, and customers of RIHousing. Teleworking may also be used for emergencies and for individual and RIHousing circumstances in which there is a compelling reason for such an arrangement.

Teleworking is a management option and not a universal employee benefit. RIHousing retains discretion to allow an employee to telework based on the guidelines set forth herein, and to limit teleworking to accommodate the best interests of the corporation and its customers.

### 3. Definitions

**Teleworking:** Teleworking is an authorized work flexibility arrangement whereby an employee performs the duties and responsibilities of his or her position from a home office or an alternate work location for all or part of his or her workweek in order to reduce transit and commuting time, decrease the need for office facilities, benefit the environment, maximize productivity and efficiency, and improve work-life balance.

**Teleworking Agreement:** A written agreement between RIHousing and an employee that details the terms and conditions of the employee’s work away from his/her primary office location. A Teleworking Agreement must be approved and signed by the supervisor and employee prior to the commencement of teleworking arrangement.

**Emergencies:** An emergency is a situation that prevents the corporation from performing its mission-essential functions from its primary office location, leading to the activation of RIHousing’s Continuity of Operations Plan (COOP), or a temporary situation due to weather, a natural disaster, or pandemic health crisis. During an emergency situation, a Teleworking Agreement is not required, however, an employee must obtain permission from a supervisor to telework for a specified time frame.

**Alternate Work Location:** An alternate work location is an approved work site other than the employee’s primary office location where official RIHousing business is performed. Such locations may include, but are not limited to, employees’ homes or satellite offices. Employees who telework should consult with a tax accountant regarding any tax implications.

**Division Director:** For purposes of this Policy, shall mean RIHousing division directors and department administrators.

**Eligible Employee:** For purposes of this Policy, shall mean a RIHousing employee with service of greater than sixty (60) days.

### 4. Applicability/Suitability

This Policy applies to all employees and departments/divisions of RIHousing. RIHousing leadership will consider the mission and operational needs of the corporation and the needs of each department/division when reviewing a teleworking request.

Teleworking may be considered for an employee whose work is of a nature wherein office-based face-to-face interaction is infrequent or may be scheduled to permit teleworking. Jobs that require independent work time and have defined tasks with specific, measurable results are suitable for telework. Jobs that require the use of specific office equipment

that cannot be duplicated remotely, or have primary responsibilities related to in-person customer service, work that involves the corporation's buildings and facilities, or requires the handling and processing of incoming or outgoing mail, payments, documents, or forms may not be suitable for telework. A supervisor may determine that an employee needs in-office oversight due to reasons including technological challenges, reliability of the quality of work product, or habitual tardiness or attendance issues. Telework is not suitable for all employees or all positions, therefore, many employees may be unable to participate in telework.

## **5. Procedures for Compliance**

- a. Eligible employees of RIHousing may request approval of a teleworking arrangement at any time using form(s) provided on the Human Resources intranet page.
- b. Participation in a teleworking arrangement is voluntary and subject to a request from the employee and the prior written approval of the employee's immediate supervisor, the Division Director, and the Director of Human Resources. Approval must be obtained prior to the start of the employee's telework schedule as evidence by the Teleworking Agreement. The Teleworking Agreement, along with any revisions or amendments, will be maintained by the Director of Human Resources in the employee's personnel file, with a copy of each document provided to the employee and his/her supervisor.
- c. Approval or denial of teleworking requests will be based on the assessment of the individual's proposal and work performance in accordance with the guidelines set forth in this policy and the business needs of RIHousing.
- d. All teleworking arrangements shall be limited to twelve (12) months and may be terminated as required by corporation operating needs. Annually, if an employee wants to continue the teleworking arrangement, the employee must submit a new request for consideration.
- e. Employees will be eligible to request up to a maximum of three (3) days per week of telework. At the discretion of both the Executive Director and the Director of Human Resources, and with approval of the Division Director, additional telework days may be granted for exceptional circumstances.
- f. Managers and supervisors of a New Employee or intern must work in the office five (5) days per week while they are supervising a New Employee or intern. Exceptions will be at the discretion of the Division Director.
- g. Each Division Director shall select one (1) day per week where all employees in that division or department must work in the office, subject to any sick, vacation and paid time off.
- h. Teleworking is not an entitlement or employee right. It is a management option, approved on a case-by-case basis. Permission for an employee to telework and the duration of permission is entirely at the will and discretion of RIHousing, which retains the right to determine the time, place, and manner of the teleworking arrangement. The employee is required to adhere to all laws, regulations and RIHousing policies and procedures. Failure to follow laws, regulations and RIHousing policies and procedures may result in immediate termination of the Teleworking Agreement and/or disciplinary action.
- i. Teleworking does not change the nature of the work an employee is expected to perform, the number of hours the employee is expected to be working, and/or the employee's primary office location.

- j. If an employee transfers to another position or assumes responsibilities that are inconsistent with teleworking, the Teleworking Agreement will be terminated upon thirty (30) days after the effective the date of transfer.
- k. The employee, the employee's supervisor, Division Director, Human Resources Director or Executive Director may terminate the Teleworking Agreement at any time for any reason; however, advance notice should be given when feasible. Decisions regarding participation in the RIHousing teleworking program cannot be appealed nor are they subject to review.

## **6. Eligibility**

An employee must meet the following criteria to be eligible to participate in the teleworking program:

- a. Be employed in or assigned to a position which is conducive to teleworking;
- b. Have been employed by RIHousing and in the current position for a minimum of sixty (60) days; lesser tenured employees may be granted permission to telework by RIHousing under extenuating circumstances;
- c. Demonstrate satisfactory performance and productivity as evidenced by documented probationary performance reviews;
- d. Have proven competence in technology requirements to effectively work remotely;
- e. Have no record of disciplinary action within the past twelve (12) months that would cast doubt on the employee's ability to successfully telework or that would negatively impact the integrity of the teleworking program;
- f. Have demonstrated self-motivation, self-discipline, the ability to work independently, and consistently meet or exceed deadlines;
- g. Be available for and attend on-site meetings, training sessions and conferences as requested by the supervisor, or Division Director, or as regularly scheduled;
- h. Be reachable by phone, email, or other established method of communication during core work hours or other hours as required of the position and available for all required conference calls;
- i. Be able to establish and maintain a dedicated workspace that is quiet, clean, and safe from hazards and other dangers to the employee and equipment, with adequate lighting and ventilation;
- j. Comply with all RIHousing policies, procedures, and regulations.

## **7. Emergency Teleworking**

Emergencies may create the need for temporary teleworking, as duty assignments permit, due to weather, a natural disaster, unanticipated office space limitations, or pandemic health crisis. During an emergency teleworking arrangement, a formal agreement is not required. However, Director and supervisor approval is required in all instances where an employee performs work at an alternate site.

## **8. Process**

Any employee who desires to telework must submit a formal request to his/her direct supervisor for review. The supervisor will coordinate the review of the formal request with any other applicable management personnel and the Division Director. The Division Director will, in coordination with the Director of Human Resources, prepare a Teleworking Agreement and establish a teleworking schedule for the employee.

The Division Director, in coordination with the Director of Human Resources, has the discretion to approve or deny teleworking requests based on the assessment of the employee's proposal, the employee's performance, the eligibility criteria as described above, and the operating needs of the Division/Department and the corporation.

If teleworking is approved, the supervisor will meet with the employee to review and execute the Teleworking Agreement. It is the supervisor's responsibility to ensure the employee fully understands his/her responsibilities. A fully executed copy of the Teleworking Agreement will be provided to the employee, Division Director, and the Director of Human Resources for the employee's personnel file.

Any future change to an employee's teleworking days or hours, requires a submission of a revised Teleworking request. The revised Teleworking request must be reviewed and approved as outlined above.

## 9. Terms and Conditions of Teleworking Arrangement

- a. **Terms of Employment.** The employee's terms and conditions of employment shall remain the same as for non-teleworking employees. Employee salary, benefits, leave and work hours shall not change as a result of teleworking.
- b. **Policies.** The teleworking employee is bound by all corporation policies, practices, rules, and procedures as if working at the primary office location. Failure to follow corporation policies, practices, rules, and procedures may result in termination of the Teleworking Agreement and/or disciplinary action.
- c. **Work Product.** All employment-related work product and programs created or developed by the employee during employment, whether created using Information Technology resources or the employee's software, hardware, or other equipment, is and will remain the property of RIHousing.
- d. **Hours of Work.** The employee shall maintain regularly scheduled work hours as set forth in the Teleworking Agreement. Work schedules for employees must be in compliance with the Fair Labor Standards Act. The employee may request a flexible work hour schedule consistent with Flextime Policy 501 of the Employee Handbook. The employee must have the supervisor's written approval for any special adjustments to the schedule, including overtime worked. If overtime hours are worked without approval, the Teleworking Agreement may be terminated by the supervisor, Division Director or Director of Human Resources.
- e. **Teleworking.** An employee's eligibility for advancement or other employee right or benefit will not be adversely affected by a teleworking arrangement. An employee will be compensated for all pay, leave, overtime for non-exempt employees, and travel reimbursement as if all duties were being performed at the employee's primary work location.

Work hours, overtime compensation for non-exempt employees, compensatory time for non-exempt employees, and leave benefits will not change as a result of teleworking. Requests to use sick, vacation, or other leave must be approved by the supervisor in the same manner as employees working at the primary work location.

All non-exempt employees participating in a teleworking arrangement must receive advance supervisory approval before working overtime. The employee must follow RIHousing's work policies and procedures regarding work hours and schedules, including keeping records of time and attendance as if the work were performed at the primary office. RIHousing may require record of hours worked submission for exempt and non-exempt employees who telework.

- f. **Communication.** While teleworking, the employee shall be reachable by telephone and email during regular working hours as set forth in the Teleworking Agreement. The employee and supervisor shall agree upon an expected turnaround time for responses. The employee must notify the supervisor if he/she leaves the teleworking location during work hours just as the employee would if he/she were in the office. The employee

must also notify the supervisor if he/she is not performing work due to illness or personal reasons and must follow the normal procedures for requesting time off.

- g. Meetings.** A supervisor may request that an employee be on-site for a required meeting or for other reasons at the supervisor's request. Face to face business meetings shall not be held at the employee's home office or alternate work site without prior approval of a supervisor. When a meeting is called with short notice, the supervisor may provide a telephone conference line as an alternative to requesting in-person attendance.
- h. Performance and Evaluations.** Work tasks and projects, corresponding deadlines and the expected work performance will not change as a result of teleworking. The employee will meet with the supervisor to receive assignments and to review completed work and employee's performance. The employee will complete all assigned work according to procedures mutually agreed upon with the supervisor. The employee will adhere to performance standards agreed upon with the supervisor and the evaluation of the employee's job performance will be based on such established standards. Performance must remain satisfactory to maintain a Teleworking Agreement.
- i. Home Work Office.** The employee must establish and maintain a dedicated workspace that is private, quiet, clean, and safe, free from hazards and other dangers to the employee and equipment, with adequate lighting and ventilation.
- j. Equipment.** Home workspace furniture, equipment (except for the laptop computer), telephone lines and internet services, including all expenses related thereto, will be provided by and are the responsibility of the employee. IT hardware and equipment not provided by the corporation which is to be used for teleworking must be approved by IT. The corporation is not responsible for any damages to the employee's equipment or property that may result from participation in a Teleworking Agreement.

The employee must comply with all IT policies and procedures and RIHousing policies and procedures to ensure that all security measures are in place to protect equipment and data from physical damage, theft, loss, or access by unauthorized individuals. The laptop computers, network, VPN, and IT applications and data are RIHousing IT's resources. The employee is responsible for the equipment's safekeeping, including while in transport. All electronic equipment must be connected to a grounded electrical outlet and a surge protector.

RIHousing equipment and software shall be used exclusively by the employee to conducting corporation business. Personal use is prohibited, including use by any other members of the household.

Any equipment provided by RIHousing remains the property of RIHousing and must be returned at the end of the Teleworking Agreement or as requested by the corporation at any time. Corporation owned equipment used in the normal course of employment will be maintained, serviced, and repaired by the corporation.

Employees are not permitted to remove any IT equipment from RIHousing premises without approval from IT and their supervisor. Requests to remove equipment must be made to a supervisor, who will be required to obtain permission from the Division Director and IT prior to removal. Employees coming into the building to retrieve equipment must provide prior notice to their supervisor and IT to ensure IT staff is available to provide any necessary equipment review or training.

The employee will be responsible for any intentional damage to corporation equipment, damage resulting from gross negligence of the employee or any other person in the employee's household, damage resulting from a power surge if a surge protector is not used, and for corporation equipment lost while in the care, custody, or control of the employee.

The Information Technology department shall maintain an inventory of corporation-owned equipment at the employee's home or alternate work location. The supervisor will assist IT to ensure that all such equipment is immediately returned upon request, termination of the Teleworking Agreement and/or termination of employment.

The employee cannot take any materials and/or equipment home or to an alternate work site that may be needed by those employees remaining in the office.

- k. Expenses and Reimbursement.** Expenses incurred as a result of a teleworking arrangement will not be reimbursed by the corporation including, but not limited to, the following: maintenance and repair fees for privately owned equipment, heating, electricity, water, security, insurance, telephone, space usage and travel between the principal work location and the teleworking site. In addition, time spent traveling between the principal work location and the teleworking site is not compensable as time worked and will not be included for the purpose of calculating overtime. Such travel is commuting time.

The employee may be allowed reimbursement for the use of his/her automobile for official corporation business in accordance with RIHousing's policies. Requests for reimbursement for travel expenses must be made in accordance with Corporation policies.

Any work-related long-distance phone calls should be planned for in-office days or the employee shall use RIHousing's softphone system. However, where this is not feasible, and prior approval is obtained from the supervisor, the employee will submit an expense report along with a log of long-distance business calls and an itemized copy of the telephone bill listing the additional charges.

- l. Office Supplies.** A teleworking employee should coordinate with the Facilities department to procure office supplies. For reimbursable expenses, employees shall obtain prior approval of their supervisor for their purchase of office supplies or postage required to perform their job. Under no circumstances will RIHousing reimburse the teleworking employees for expenses or charges related to personal cell phone use, "landline" telephone service, long distance telephone calls, internet service or usage, electric or other utility usage.
- m. Dependent Care.** Teleworking is not intended to serve as a substitute for childcare, adult care, or other personal obligations. An employee should not provide primary care of children or adults during working hours.
- n. Injuries.** The employee will be covered by workers' compensation insurance for job-related injuries that occur in the designated teleworking workspace, including the employee's home office, arising strictly out of and within the course of employment, during the defined work hours. If a work-related injury occurs during the defined work hours, the employee must immediately report the injury to the supervisor and follow RIHousing's protocol regarding reporting of injuries for employees injured in the primary office location. RIHousing reserves the right to access and inspect the teleworking location to investigate reports of injury. RIHousing employees who telework under this policy agree that RIHousing or its' agents may access and inspect the workspace upon reasonable notice during working hours in order to investigate reports of on-the-job injury. Forty-eight (48) hours advance notice shall be presumptively reasonable.
- o. Worker's Compensation.** Workers' compensation does not apply to injuries which occur in the home that are non-job related. RIHousing does not assume responsibility for injuries occurring outside of the designated work hours, outside the agreed upon designated teleworking home office, based on activities that are not work related, and to persons other than the employee at the teleworking site. Any such injuries are the responsibility of the employee.
- p. Leave.** The employee will be required to use applicable sick or vacation time if the employee is unable to work any portion of the scheduled workday. If no sick or vacation time is available, the employee must record the time as unpaid leave. The employee must obtain supervisory approval prior to using sick or vacation time or unpaid leave in accordance with RIHousing policy and follow required policies for any absences extending more than three days. Teleworking may not be used in lieu of any type of leave.
- q. Confidential/Privileged information.** Security of confidential information is of the utmost concern and importance to RIHousing. For telework job responsibilities that have security and/or confidentiality requirements, procedures must be established by the corporation and employee to guarantee protection of



confidential information. Employees must take all precautions necessary to safeguard and secure confidential and/or proprietary information in their home office or alternate work location and prevent unauthorized access to any corporation data and systems, consistent with the expectations of information and asset security for employees working at the primary office location.

Materials, documents, etc., that the employee transports to and from the primary work location to the teleworking location are his/her responsibility and must be kept confidential and secure. The employee must protect the corporation's records from unauthorized disclosure or damage and must comply with all corporation policies and procedures regarding such matters. Breaches of information security while teleworking, whether by accident or otherwise, may be grounds to immediately terminate the Teleworking Agreement and may be cause for disciplinary action.

- r. **Taxes.** Employees are solely responsible for the tax and legal implications of the use of their home office or alternate work location for business purposes and are solely responsible for any IRS, state, and local government regulations and restrictions. RIHousing will not provide tax guidance nor assume any additional tax liabilities.
- s. **Insurance.** Homeowners/renters and auto insurance are the responsibility of the employee. Employees are advised to consult with their insurance agents for information regarding home offices.
- t. **Zoning Ordinances.** The employee is responsible for ensuring compliance with any local zoning ordinances related to maintaining a home office.
- u. **Records Retention.** Products, documents, and records used, revised and/or developed while teleworking shall be stored in the RIHousing's computerized record system, on secured RIHousing-owned flash drives or, as necessary in hard copy file folders and maintained in accordance with records retention requirements. Such products, documents and records shall remain the property of RIHousing.
  - v. **Conduct.** In accordance with RIHousing Ethics Policy and other policies and procedures policies, it is the expectation that every employee should adhere to a professional business standard and exhibit the highest level of ethical conduct, respect the public trust placed in RIHousing and its employees, be open, accountable, responsive, avoid the appearance of impropriety, and not use their position for private gain or advantage. Behavior that discredits RIHousing cannot and will not be tolerated.

Therefore, employees must be mindful of the image presented during the workday and must not be involved in any activities which would in any way interfere with the employee's performance of duties or reflect negatively on the corporation. For example, working in the yard, grocery shopping, running personal errands etc. are prohibited during required working hours.

## 10. Additional Terms and Conditions

Failure to follow RIHousing policies, practices, rules, and procedures may result in the termination of the Teleworking Agreement and/or disciplinary action.

Upon termination of the Teleworking Agreement or upon termination of employment, all RIHousing equipment, files, documents or other RIHousing property at the alternative work site must be returned immediately.

A change of employee status, including but not limited to a promotion, transfer, or reassignment, temporary or otherwise, shall require a review and approval of any current Teleworking Agreement.

Substandard performance on any essential job function will result in termination of the Teleworking Agreement.

Should any State and Federal law conflict with this policy, the applicable law shall apply.

Unless otherwise prohibited by law, RIHousing expressly reserves the right to modify this policy without notice. This policy may be modified, amplified, or revoked by the Executive Director at any time and for any reason.

## **701 EMPLOYEE CONDUCT AND WORK RULES**

To ensure orderly operations and provide the best possible work environment, RIHousing expects employees to follow rules of conduct that will protect the interests and safety of all employees and RIHousing. Employees are expected to conduct themselves in a businesslike manner when representing RIHousing. RIHousing will require employee attendance at scheduled ethics training.

Prior to their employment start date, all employees are given a copy of the Ethics Policy. The Ethics Policy requires notification of conflicts of interest prior to each employee's start date. In addition, each employee must sign an Acknowledgement Form indicating their understanding of the Code prior to their start date. These forms are filed in each employee's personnel file. If the employee fails to complete the form or to notify RIHousing of any potential conflicts of interest, the Company will issue a notice of violations to the employee explaining the specific violation(s) and the required steps to cure or resolve the violation. The employee then has 30 days from the Company's notice of violation to cure or resolve the violation in the manner set forth by the Company in the notice. Failure to do so will result in immediate termination; the progressive discipline policy will not apply. If, changes occur during employment, the employee must notify his or her Supervisor, as soon as possible, of any potential conflicts of interest which may put the employee in

violation of the Ethics Policy. They must also notify Human Resources and complete a new Ethics Policy form. The steps taken above will apply the same during employment as they do for new hires.

Of importance to RIHousing in its operations is not only satisfactory performance of assigned duties but also the willingness to assist other Division staff members. From time to time because of unforeseen emergencies or a lag in work in certain Divisions, an employee will be required to assist in a Division other than the one to which regularly assigned.

It is important to project a professional image to those visitors who come to our office. In that regard, employees should not read personal magazines or other literature, do homework, play computer games at their desks during business hours. The lunchroom is the appropriate location for these activities.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

Possessing a weapon while on company property or on company business

Causing physical injury to another person

Making threatening remarks

Profane outbursts, racist and/or sexist remarks

Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress

Intentionally damaging employer property or property of another employee

Theft or inappropriate removal or possession of property not one's own

Falsification of employment records or any other work-related documentation

Working under the influence of alcohol or illegal drugs

Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned equipment. See Policy 704 for additional information.

Insubordination

Violation of safety or health rules

Sexual or other unlawful or unwelcome harassment

Excessive absenteeism, tardiness, or any absences without notice

Unauthorized absence from work during the workday

Unauthorized use of telephones, mail system, or other employer-owned equipment

Unauthorized disclosure of business trade "secrets" or confidential information

Violation of personnel policies

## **702 WHISTLEBLOWER POLICY**

### **General:**

RIHousing requires all employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As representatives of RIHousing, employees must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

For the purposes of this Policy, a “whistleblower” means an employee of RIHousing who reports an activity that he or she considers to be illegal or dishonest to one or more of the parties specified in this Policy. Such wrongful activities include but are not limited to violations of federal, state, or local laws; violations of RIHousing’s policies; and fraudulent financial reporting.

The objectives of this Policy are to establish policies and procedures which encourage and enable employees to raise serious concerns internally so that RIHousing can address and correct inappropriate conduct and actions. This Policy creates a mechanism that allows an employee to report a violation of law or policy without fear of retaliation.

### **Reporting Responsibility:**

If an employee knows or reasonably believes that a violation of law or policy has occurred or is about to occur, then the employee shall report this concern to his or her immediate Supervisor, the General Counsel or to the Human Resources Director in accordance with this Policy. Some examples of reportable offenses might include conduct that involves:

- Providing false or misleading information to regulatory authorities
- Embezzlement or misappropriation of funds
- Gross mismanagement, gross waste of funds, or abuse of authority
- Violations of RIHousing's policies
- Discrimination based upon a protected class or activity
- Facilitating or concealing any of these actions

**Reporting Procedure:**

RIHousing encourages its employees to meet with their immediate Supervisor to share their concerns, questions, suggestions, or complaints. If for any reason an employee is not comfortable speaking with their Supervisor or if an employee is not satisfied with their Supervisor's response, the employee may contact the General Counsel. Supervisors are required to report concerns about suspected ethical or legal violations in writing to the General Counsel. The General Counsel is responsible for investigating and coordinating corrective action, if necessary. Employees with concerns may also submit their concerns in writing directly to their Supervisor or to the General Counsel.

**Acting in Good Faith:**

When reporting a concern, an employee must act in good faith and have reasonable grounds to believe that the information disclosed indicates a violation or suspected violation of law or policy. Any allegations that prove to be unsubstantiated and that are made maliciously or with knowledge or reason to know they are false will be viewed as a serious disciplinary offense. Such conduct may result in discipline, up to and including termination of employment.

**No Retaliation:**

RIHousing shall not retaliate against any employee who in good faith reports or is about to report a concern about a violation or suspected violation of law or policy. RIHousing will not retaliate against a whistleblower for refusal to violate or assist in violating federal, state, or local law, rule, or regulation. RIHousing will not retaliate against any

whistleblower who is requested by a public body to participate in an investigation, hearing, or inquiry held by that public body or a court action. RIHousing will not discharge, threaten, or otherwise discriminate against a whistleblower by undertaking any form of adverse employment action including, but not limited to, termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes that he or she is being retaliated against must contact the Human Resources Director immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. An employee who retaliates against another employee who has reported a concern about a violation in good faith is subject to discipline, up to and including termination of employment.

**Confidentiality:**

Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Disclosure of such reports to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline, up to and including termination of employment. Depending on the circumstances, such conduct may also give rise to other actions, including civil lawsuits.

**Handling of Reported Violations:**

RIHousing's General Counsel will notify the employee who submitted a concern and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation. To preserve the integrity of the investigation and the privacy of the

investigated employee, once a report has been filed, the investigation and corrective actions taken, if any, will be kept confidential to the extent possible and consistent with the confidentiality provisions set forth above.

### **703 CHILDREN IN THE WORKPLACE**

The purpose of this policy is to establish guidelines to address and outline permissive circumstances for children in the workplace.

For reasons that include safety of children, work productivity, and assuring professional and efficient performance of operations, RIHousing cannot routinely accommodate children in the workplace.

The presence of a child or children in the workplace with an employee during the employee's workday is not appropriate and is to be avoided except in emergency situations. Emergency situations should be limited to those occasions when the employee's absence would cause disruption in the workplace.

Children will only be allowed in the workplace with Supervisory permission during an emergency for a brief visit not to exceed one hour. Prior to bringing a child to work in such situations, the employee must contact his/her Supervisor as soon as possible to discuss the situation and obtain permission to have the child accompany the employee while working and attempting to find alternative care. Factors the Supervisors will consider are the work environment in the employee's area and any possible disruption to the employee's and co-workers' work. If the employee cannot find childcare, they will need to go home for the day and use eligible vacation time and/or flex-time pursuant to RIHousing's policy and Supervisory discretion.

It is inappropriate for an employee to bring a sick child to work. Employees should use sick time to care for immediate family members who are ill.

A child brought to the workplace in unavoidable situations will be the responsibility of the employee and must always be accompanied and under the direct supervision of the employee.

A breach of this Policy may lead to disciplinary action including, but not limited to, termination of an employee's employment.

## **704 DRUG AND ALCOHOL USE**

It is RIHousing's desire to provide a drug-free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on RIHousing premises and while conducting business-related activities off RIHousing premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol, legal or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify RIHousing of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions or concerns about substance dependency or abuse are encouraged to contact RIHousing's Employee Assistance Program provider, Coastline EAP, at 1-800-445-1195 or (401) 732-9444.



## 705 UNLAWFUL HARASSMENT (Including Sexual Harassment)

RIHousing has always maintained that every employee has the right to work in an environment free from any type of harassment that would hinder an individual from contributing and developing to the maximum of his or her potential. The accomplishment of this goal is essential to the mission of the organization. Recognizing and respecting the different values and backgrounds of each employee is the key to developing an awareness of and sensitivity to conduct that could be construed as offensive. In order to provide an atmosphere in which individual differences are valued and respected, RIHousing does not tolerate harassment of any form including, but not limited to, harassment on the basis of race, color, sex, religion, sexual orientation, gender identity or expression, age, national origin, disability, or veteran status. Verbal or physical conduct or behavior that is insulting or derogatory to an individual based upon race, color, sex, religion, sexual orientation, gender identity or expression, age, national origin, disability, or veteran status is prohibited. Harassment in violation of this policy can include, for example, racial, ethnic, sexual, or religious insults or jokes or unwelcome comments or conduct or stereotyping based on one of the above-delineated protected classifications. These types of harassment will result in disciplinary action, up to and including discharge from employment.

### **Sexual Harassment:**

Harassment of an employee by a Supervisor or co-worker based on sex is illegal. Verbal or physical conduct by a Supervisor or co-worker relating to an employee's sex which has the effect of creating an intimidating, hostile or offensive work environment, unreasonably interfering with the employee's work performance, or adversely affecting the employee's employment opportunities, is prohibited.

While it is difficult to define sexual harassment precisely, it does include, for example, any unwelcomed sexual advances such as unwanted hugs, touches or kisses, requests for sexual favors and/or other verbal or physical conduct of a sexual nature such as degrading, suggestive or lewd remarks or noises, dirty jokes, derogatory or pornographic posters, cartoons, or drawings when the conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, offensive or hostile work environment. Sexual harassment can take many forms and may be physical, verbal, or visual. Sexual harassment can include repeated offensive or inappropriate flirtation, advances or propositions, repeated verbal abuse with sexual overtones, graphic verbal commentaries about an individual's body, use of degrading words or names, sexually suggestive displays or pictures and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment such as the threat or suggestion that continued employment, advancement, assignment, or earnings depends on whether the employee will submit to or tolerate harassment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such an individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating hostile, or offensive work environment.

It is a violation of this policy for Supervisors, Managers, or any other employee to compromise the authority of their position to control, influence or affect the career, salary, or job of another employee (or prospective

employee) through any form of sexual harassment. Violations of this policy will not be permitted and may result in discipline, up to and including discharge from employment.

### **Filing a Harassment Complaint:**

Employees who feel they are victims of sexual harassment by co-workers should report the incident to their immediate Supervisor or Manager. Supervisors or Managers are responsible for taking appropriate corrective action and have the obligation to maintain a positive and productive work environment. Where it is not appropriate or where you do not feel comfortable reporting to your Supervisor, you should bring such incidents to the attention of the Director of Human Resources. The Director of Human Resources, located at 44 Washington Street, Providence, RI 02903, also serves as the Affirmative Action/EEO Officer and can be reached at extension 1217.

The employee assistance program (EAP) provides confidential counseling services to Corporation employees. Individuals wishing to discuss an incident confidentially or seeking information and advice of a personal nature are encouraged to contact the EAP. The role of the EAP in such cases will be limited to personal counseling and treatment for the person who is then an EAP client. Contacting EAP will not qualify as notification to RIHousing of a potential harassment or discrimination issue. Employees should follow the procedures noted above to notify RIHousing of an issue or complaint.

During the complaint process, the confidentiality of the information received, the privacy of the individuals involved, and the wishes of the complaining person will be protected to as great a degree as is possible. The expressed wishes of the complaining person for confidentiality will be considered in the context of the Corporation's legal obligation to act on the charge and the right of the charged party to obtain information. In most cases, however, confidentiality will be strictly maintained by the Corporation and those involved in the investigation. In addition, any notes or documents written by or received by the person(s) conducting the investigation will be kept confidential to the extent possible and according to any existing state or federal law.

Retaliation against the employee for complaining about, filing a complaint, or cooperating in an investigation into sexual harassment is prohibited under this policy and is illegal. Violations of this policy will not be permitted and may result in discipline, up to and including discharge from employment.

Any employee who believes that he or she has been harassed in the workplace in violation of this policy may also file a complaint with the Rhode Island Commission for Human Rights, 180 Westminster Street, 3<sup>rd</sup> Floor, Providence, RI 02903 (401-277-2661 or 401-222-2662) and/or the Equal Employment Opportunity Commission, John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203 (800-669-4000). Federal and State law require that a formal written complaint be filed with the Human Rights Commission or the EEOC in accordance with applicable time limits. Remedies for sexual harassment include cease and desist orders, back pay, compensatory damages, hiring, promotion, or reinstatement.

**Bad Faith Claims:**

Disciplinary action may be taken against individuals reporting a claim in bad faith. "Bad faith" does not mean a claim that the complainant believes is valid but is later determined to be invalid. Rather, bad faith is meant to include individuals who submit claims they know to be false or erroneous, for the purpose of hurting someone or damaging his/her reputation or other similar negative purposes (such as for their own personal gain).

**706 ATTENDANCE AND PUNCTUALITY**

The standard workweek for regular full-time employees is 40 hours per week. Employees are required to have a work schedule approved by his or her Supervisor submitted in accordance with the flextime policy (#501) not less than 1 week

prior to the start of the respective work period (unless otherwise required by the Division Director). Otherwise, the employee shall work from 8:30 a.m. to 5:00 p.m., Monday through Friday, with 30 minutes allowed for lunch at a time designated by his or her Supervisor. Nonexempt full-time employees are entitled to one paid morning work break of 10 minutes. If additional break time is needed, employees are to figure this unpaid time into their flex schedules.

To maintain a safe and productive work environment, employees must be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness are disruptive, place a burden on other employees and inhibit the delivery of services. Poor attendance and/or excessive tardiness will lead to disciplinary action, up to and including termination of employment.

In instances when employees are unable to report to work as scheduled, they should notify their immediate Supervisor as soon as possible in advance of the anticipated tardiness or absence but no later than 30 minutes prior to the scheduled start time.

If an employee is absent from the office on personal business, other than during the scheduled lunch period, it must be with the consent of the immediate Supervisor. An appropriate charge will be made to the employee's available personal time.

Attendance records are kept in the respective Divisions and then posted to employees' personnel records on a weekly basis. Attendance records are monitored by the Human Resources Department to assure that abuses are not occurring.

## **707 PROFESSIONAL APPEARANCE**

RIHousing's objective in establishing a dress code is to allow our employees to work comfortably in the workplace, while projecting a professional image for our customers, potential employees, and community visitors.

All employees should adhere to a professional business casual dress code which requires clothing that is neat, cleaned, fits appropriately, not ripped, not frayed, not disheveled, not revealing or otherwise inappropriate. Examples of appropriate clothing are collared shirts, dress trousers, businesslike dresses, businesslike skirts, blouses, sweaters, and jackets. Employees must use good judgment in their choice of clothing to wear to work. If you are uncertain about acceptable, professional business casual attire for work, please ask your Supervisor or your Human Resources staff for clarification.

Any staff member who does not meet the dress code standard set forth by this policy, may be asked to leave work by their Supervisor and may be subject to corrective action. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards. If the problem persists, the employee may be subject to further corrective disciplinary action up to and including termination.

Acceptable personal appearance is an ongoing requirement of employment with RIHousing.

All employees shall use good judgment to limit natural or artificial scents that may be bothersome to others or have potential to cause allergic reactions.

## **708 RETURN OF PROPERTY**

Employees are responsible for all property, materials, keys, or written information issued to them or in their possession or control. Employees must return all RIHousing property immediately upon request or upon termination of employment. Where permitted by applicable laws, RIHousing may withhold funds from the employee's check or final paycheck to compensate for the cost of any items that are not returned when required. RIHousing may also take all action deemed appropriate to recover or protect its property.

## 709 SOLICITATION AND DISTRIBUTION

RIHousing recognizes that employees may have interests in events and organizations outside the workplace. However, to assure a productive work environment, employees may not solicit or distribute literature concerning these activities during working time. For purposes of this policy, working time does not include employee break time or meal periods or other time the employee may be on Corporation property but appropriately not working (i.e., immediately before or after work).

In addition, the posting of written solicitation on Corporation bulletin boards or in other work areas is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements

Employees may distribute documents not required by their jobs only in non-working areas. Non-employees are prohibited from distributing materials to employees on RIHousing premises at any time.

Inappropriate literature is prohibited, e.g., literature that violates the Corporation's non-harassment and discrimination policies, items of a defamatory nature, items that include threats of violence, unprotected literature of a political nature that is highly inflammatory and likely to disrupt facility discipline and order or safety. Nothing in this policy is intended to restrict an employee's statutory rights.

If employees have messages of interest to the workplace, they may submit them to the Human Resources Department for approval and appropriate posting.

## **710 PROGRESSIVE DISCIPLINE**

The purpose of this policy is to state RIHousing's position on administering equitable and consistent discipline for unsatisfactory conduct or job performance in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

RIHousing's interest is to ensure fair treatment of all employees and to ensure that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with RIHousing is based on mutual consent and both the employee and RIHousing have the right to terminate employment at will, with or without cause or advance notice, RIHousing may use progressive discipline at its discretion when appropriate.

Disciplinary action may call for any of four steps: verbal warning, written warning with probation, suspension with or without pay, or termination of employment depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary or performance problems, these steps will normally be followed: a first offense may warrant a verbal warning; a next offense may be followed by a written warning with probation; another offense may lead to a suspension, and still another offense may then lead to termination of employment. RIHousing recognizes that there are certain types of employee problems that are serious enough to justify suspension or termination of employment without the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules Policy (#701) includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline. By using progressive disciplines, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and RIHousing.

Failure to resolve a violation of the Ethics Policy within 30 days of notification will result in immediate termination. The progressive discipline policy does not apply to violations of the Ethics Policy.

Employees may appeal a disciplinary action they believe is unfair or unwarranted. They should write a memorandum outlining the specifics of why they think the disciplinary action is unfair or unwarranted. The memorandum should be sent to the Director of Human Resources with a copy to their Supervisor. The Supervisor and the Director of Human Resources will meet and respond to the appeal. If this does not result in a resolution of the disagreement, employees may request in writing that the Executive Director review the matter. The Executive Director will review the appeal. The decision of the Executive Director is final.

Managers and Supervisors should consult their Division Director and the Director of Human Resources to determine appropriate disciplinary action, to review documentation required for the action, and to coordinate the delivery of the disciplinary action. Documentation of disciplinary actions will be kept in the employee's personnel file.

## **711 PROBLEM RESOLUTION**

RIHousing is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open atmosphere in which problems, complaints, suggestions, or questions receive timely responses from RIHousing Supervisors and management.

RIHousing strives to ensure fair and honest treatment of all employees. Directors, Managers, Supervisors, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive suggestions.

If employees disagree with established rules of conduct, policies, or practices, they should express their concerns to their Supervisor or to the Director of Human Resources. No employee will be penalized, formally or informally, for voicing a complaint with RIHousing by bringing it to the Director of Human Resources attention in a reasonable, business-like manner.

Employees should bring a problem or issue to their Supervisor or the Director of Human Resources at the time of the incident. The Executive Director has full and final authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.



## **712 LIFE THREATENING ILLNESS IN THE WORKPLACE**

Employees with life-threatening illnesses often wish to continue their normal pursuits, including work, to the extent allowed by their condition. RIHousing supports these endeavors if employees can meet acceptable performance standards with or without reasonable accommodations. As in the case of other disabilities, RIHousing will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. RIHousing will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact RIHousing's employee assistance program (Coastline EAP).

## 713 RECYCLING, PAPER REDUCTION, AND ENERGY EFFICIENCY

RIHousing supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to use digital documents to reduce printing, the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources in order to minimize any negative impact on the earth's environment.

Special recycling receptacles have been set up to promote the separation and collection of the following recyclable materials at RIHousing:

- White paper
- Newspaper
- Aluminum
- Glass
- Plastics

The simple act of placing a piece of paper, can, or bottle in a recycling container is the first step in reducing demand on the earth's limited resources. Success of this program depends on active participation by all of us. Employees are encouraged to make a commitment to recycle and be a part of this solution.

RIHousing encourages reducing and, when possible, eliminating the use of disposable products. Source reduction decreases the consumption of valuable resources through such workplace practices as:

- Communication through computer networks with e-mail (when available)
- Two-sided photocopying (when possible)
- Computerized business forms
- Routing slips for reports
- Reusing paper clips, folders, and binders
- Reusing packaging material
- Turning off lights when not in use
- Turning off computers, copiers, printers, etc. at the end of the workday
- Limiting the use of disposable water bottles

Whenever possible, employees of RIHousing are encouraged to purchase products for the workplace that contain recycled or easily recyclable materials. Buying recycled products supports recycling and increases the markets for recyclable materials. By recycling, RIHousing is helping to solve trash disposal and control problem facing all of us today.

## **714 ETHICS POLICY**

RIHousing has an Ethics Policy that applies to all employees. The Ethics Policy can be found in its entirety here: <https://employees.rihousing.com/docs/default-source/default-document-library/intranet/ethics-policy-12-16-2021.pdf>

## **715 Telephone Monitoring**

Communication by telephone is a critical tool used to provide information, advice, and assistance to members of our community. Employees are always required to be customer service oriented, and handle calls in a courteous and respectful manner.

Members of RIHousing's management team, or their designees, may monitor employees' telephone conversations without notification for legitimate business purposes including, but not limited to, ensuring that employees are being respectful and responsive to customers, for training purposes to critique customer service skills, and to provide feedback for job performance as needed.

RIHousing customers will be notified of possible monitoring. If a personal call is identified at any time during the telephone monitoring process, the monitoring will be immediately suspended. However, please note that RIHousing telephone equipment is for RIHousing business use and that continuous nonbusiness-related phone calls by an employee provides the basis for possible disciplinary action.

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**RECEIPT OF EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT**

This is to acknowledge that I have received a copy of the RIHousing Employee Handbook, and I understand that it contains information about the employment policies and practices of the Corporation. I agree that I have read the Employee Handbook and I am familiar with its contents. I understand that the policies outlined in this Employee Handbook may change from time to time. I understand that the Corporation retains the right to make decisions involving employment in order to conduct its work in a manner that is beneficial to the employees and the Corporation. I understand that this Employee Handbook supersedes and replaces any and all prior handbooks and any inconsistent verbal or written policy statements. By signing below, I also expressly confirm that I understand that no contract of employment has been expressed or implied, and that I am an “at-will” employee of the Corporation.

The Corporation reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time with or without notice. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period. **Accordingly, nothing stated in this Handbook is intended or should be understood to create a binding contract between the Corporation and any one or all its employees.**

**Employment with the Corporation is “at-will”.** RIHousing is an “at-will” employer. This means that regardless of any provision in this Employee Handbook, either the Corporation or I may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in this Employee Handbook or in any document or statement, written or oral, limits the “at-will” nature of my employment relationship with the Corporation. No officer, employee or representative of the Corporation is authorized to enter into an agreement-- express or implied-- with me or any employee for employment for a specified period of time unless such an agreement is in a written contract signed by the Board. The Corporation is not bound to follow any policy, procedure, or process in connection with employee discipline, employment termination or otherwise.

I understand that this Employee Handbook refers to current benefit plans maintained by the Corporation and that I must refer to the actual plan documents and summary plan descriptions, as these documents may change from time to time and are controlling.

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have any questions regarding the content or interpretation of this Employee Handbook, I will ask the Director of Human Resources for further clarification.

Name: \_\_\_\_\_ Date: \_\_\_\_\_