

Board of Commissioners
Robert Barr, Chairperson
Scott Halliday, Vice-Chairperson
Beverly McCall, Commissioner
Robert Henry, Commissioner
Patrick Mumman, Commissioner
Patricia Miles-Jackson, Commissioner
Brian Broadley, Commissioner



204 4th Street
Ocean City, New Jersey 08226

Phone: 609-399-1062
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Jacqueline S. Jones, Executive Director

November 15, 2023

The Board of Commissioners
Ocean City Housing Authority
Ocean City, New Jersey 08226

Dear Commissioner:

The regular meeting of the Ocean City Housing Authority will be held on **Tuesday, November 21, 2023 at 4:00 pm at Administrative Offices – 204 4th Street, Ocean City, NJ 08226.**

The Board may enter into executive session to discuss personnel matters and any other housing business that meets the criteria for an executive session. Formal action may be taken.

Very truly yours,

Jacqueline S. Jones
Executive Director

REVISED
Ocean City Housing Authority
AGENDA

Tuesday, November 21, 2023

4:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Reading of the "Sunshine Law Statement"
4. Roll Call
5. Approval of Minutes:
 - a. Regular Meeting on October 17, 2023
 - b. Regular Meeting on August 15, 2023 (tabled in September)
6. Fee Accountant's Report
7. Executive Director's Report
8. Committee Reports – Appoint Reorganization Committee
9. Old Business:
10. New Business:
11. Resolutions: (cash report included)
 - # 2023-68 Approval of Monthly Expenses (updated)
 - # 2023-69 Authorizing Payments of Draw #39 Speitel/Bayview
 - # 2023-70 Authorizing Management Agreement between the OCHA and OCCDC
 - # 2023-71 Approval to Adopt Personnel Policy and Employee Manual

Executive Session if required

Comments from the press and/or public – Limited to 5 minutes for each speaker
12. Comments from Board Members
13. Adjournment

Housing Authority of the City of Ocean City

Regular Board of Commissioner Meeting Minutes

October 17, 2023 – 4:00 p.m.

The regular meeting of the Housing Authority of the City of Ocean City was held October 17, 2023, at 4:00 p.m. at the Administrative Offices – 204 4th Street, Ocean City, New Jersey 08226.

The meeting was called to order by Chairperson Barr. Chairperson Barr requested everyone to rise for the Pledge of Allegiance.

Chairperson Barr read the Sunshine Law.

Upon roll call those present were:

Commissioner Robert Halliday	
Commissioner Patrick Mumman	(Absent)
Commissioner Beverly McCall	
Commissioner Robert Henry	
Commissioner Patricia Jackson	
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	

Also present were Jacqueline Jones, Executive Director, Ron Miller, Director of Affordable Housing, Michael Watson, Esquire – Solicitor, Linda Cavallo – Accountant and Gloria Pomales, Executive Assistant.

Minutes

Chairperson Barr requested a motion to approve the Regular Meeting minutes from September 19, 2023. Motion made by Commissioner McCall and seconded by Commissioner Halliday. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Absent)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

Treasurer's Report

Linda Cavallo reviewed the Financial Report for the twelve months ending September 2023. **Motion to approve the Treasurer's report** made by Commissioner McCall and seconded by Commissioner Jackson. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Absent)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

Executive Director's Report

Mrs. Jones asked Ron Miller to provide an update on the construction projects. Ron Miller reported the main work being completed at Bayview Manor revolves around the lobby. It is coming together. The tenants are happy with the brightness in the lobby. The flooring on the first floor should be installed within the next two weeks. The new mailroom should be opened up within the next three weeks. There has been communication with the postmaster. New keys will be distributed to all the tenants along with notices.

Mrs. Jones reported she received an update from the Consultant, Rick Ginnetti on Pecks Beach Family regarding the overbudget issue. They are reworking the numbers to be able to present to the NJHMFA. They will probably pull out the water and sewer connection fees to bring down the price of the actual construction of the units. The preliminary approval should be obtained in the next month from NJHMFA. The sole investor is Century Bank and they were okay with the original budget figure. The team will be reaching out to Century Bank with an update. Currently, the bid package is under review with the State of NJ Comptroller's office. Ron stated that any project over \$12 million in the State of New Jersey requires preapproval from the comptroller's office. There has been communication with the assigned counsel and there was a considerable number of comments from them. He along with the professional team and the architect's office are addressing all their comments of over 737 comments. Ron stated they are supposed to look at this for compliance and must be compliant with local private contract law. Mike Watson stated Ron is correct and they conducted an everything type of review. He is not surprised and does not view it as a concern. He believes they will ultimately approve the bid documents going forward. He has had situations where they have had hundreds of corrections, suggestions, questions, and comments, some of them being very valid. His office has reviewed the comments, questions and derogatory. Some of it is a quick clean up and the more valid questions are not necessarily concerning questions. His office is working with Ron and the professional team to answer those questions in a way for it to be approved. Ron stated they did not want the drawings. They only requested the project manual with forms and the advertisement. Commissioner Henry asked if there will be a Federal review. Ron Miller stated no and will probably need to battle with the State on this as the State is a little confused because the Authority has to comply with the stricter of the two procurement laws (Federal and State). Commissioner Halliday asked if there have been any discussions with the City regarding the over budgeted issue. Mrs. Jones stated not yet.

Mrs. Jones mentioned the Authority is at its year end closing process for the fiscal year which ended September 30, 2023. There will be a couple of adjustments to the financial statements which will include an accounts payable item that has been sitting out there that has not been paid yet because the Board chose not to act on that. This payable will be removed and if it comes around again the Authority will deal with it at that point.

Motion to approve the Executive Director's Report made by Commissioner McCall and seconded by Commissioner Halliday. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Absent)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

Committee Reports – None.

Old Business – None.

New Business – None.

With no other discussion on related matters the Chairperson moved to the Resolutions.

Resolution #2023-61
Resolution to Approve Monthly Expenses

Chairperson Barr called for a motion to approve the monthly expenses in the amount of \$539,615.14. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. Mrs. Jones briefly reviewed the bill list. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Absent)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes – Abstain from Acenda Invoices)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

Resolution #2023-62
Resolution Authorizing Payment of Draw 38

Chairperson Barr called for a motion to approve Resolution #2023-62. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. Mrs. Jones reviewed the draw. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Absent)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

Resolution #2023-63
Resolution Authorizing Payment of Draw #10 Pecks Beach Family Redevelopment

Chairperson Barr called for a motion to approve Resolution #2023-63. A motion was made by Commissioner McCall; seconded by Commissioner Jackson. Mrs. Jones explained the draw. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Absent)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

Resolution #2023-64
Accounts Received Decreed as Uncollectible

Chairperson Barr called for a motion to approve Resolution #2023-64. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. Mrs. Jones explained the list of two residents that are no longer residing with the Authority and the amounts are deemed uncollectible. The amounts will be written off. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Absent)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

Resolution #2023-65
Void Checks not presented for Payment

Chairperson Barr called for a motion to approve Resolution #2023-65. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. Mrs. Jones explained this resolution is for checks that have not been cashed FYE 9/30/2023. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Absent)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

Resolution #2023-66
Authorizing Contracts with National Contract Vendors

Chairperson Barr called for a motion to approve Resolution #2023-66. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Absent)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

Resolution #2023-67
Authorizing Contracts with State Contract Vendors

Chairperson Barr called for a motion to approve Resolution #2023-67. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Absent)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

No need for Executive Session.

Chairperson Barr requested comments from the public. Resident, Caroline Taylor - Speitel Commons #3091, stated this was her first meeting and stated she listened to the budget. She has requested and is requesting to have the windows cleaned on the outside of the building. Mrs. Jones stated she and Ron Miller will address her concern after the meeting. No further public comments. Chairperson Barr requested comments from Board Commissioners and/or Administration. Commissioner Halliday asked if it was possible at some point to schedule a walkthrough of Bayview. Commissioner Jackson asked about the Community Room. Ron Miller stated the Community Room could technically be opened but it has been pushed back because the Authority is not happy on how the floor came out. No one has requested to use it and at this point holding back until the floor can be fixed. It should be opened within the next few weeks. No further comments.

With no further business to discuss, Chairperson Barr entertained a motion for adjournment of the Regular Meeting. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. The vote was carried unanimously by the Board Members present. The Regular Meeting of the Board of Commissioners was adjourned at 4:23 p.m.

Respectfully submitted,



Jacqueline S. Jones, Secretary/Treasurer

Housing Authority of the City of Ocean City

Regular Board of Commissioner Meeting Minutes August 15, 2023 – 4:00 p.m.

The regular meeting of the Housing Authority of the City of Ocean City was held August 15, 2023, at 4:00 p.m. at the Administrative Offices – 204 4th Street, Ocean City, New Jersey 08226.

The meeting was called to order by Chairman Barr. Chairman Barr requested everyone to rise for the Pledge of Allegiance.

Chairman Barr read the Sunshine Law.

Upon roll call those present were:

Commissioner Robert Halliday	
Commissioner Patrick Mumman	
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	

Also present were Jacqueline Jones, Executive Director, Ron Miller, Director of Affordable Housing, Harry Furman, Esquire – Solicitor, Linda Cavallo – Accountant, Maddy Vitale, OCNJ Daily and Gloria Pomales, Executive Assistant.

Minutes

Tabled for next month. Chairman Barr requested a motion to table the approval to next month of the Regular Meeting minutes from July 18, 2023. Motion made by Commissioner Halliday and seconded by Commissioner Jackson. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

Chairman Barr moved the order of business and requested the Auditor's report from Michel Thilker, CPA of Bowman and Company. Mr. Thilker thanked the Authority Staff and Management for their assistance in the audit. He reviewed highlighted items in the audit report FYE 2022. The audit has a clean opinion. There are no report modifications or issues that require any changes to the report. Mr. Thilker reviewed and explained the balance sheet including liabilities as well as the income statement. He discussed the statement of cashflows. Mr. Thilker discussed the footnotes and there were no adoptions of any significant accounting pronouncements. He discussed future accounting pronouncements such as the GASB 96 subscription-based technology. Bowman and Company is in the process of reviewing that with Management. There were no findings or issues in the Audit. Chairman Barr asked for any questions from the Board. There were no questions from the Commissioners present. He reviewed the ending governance letter provided to the Board. Mr. Thilker was happy to report there was no difficulty encountered during the audit. It is always nice working with Management. There are no disagreements with Management and Management has agreed to provide a representation letter dated today to enable the auditor by professional standards to issue their report. Mrs. Jones stated the audit was complicated for a couple of years and this year it was not too bad, but when the tax credit property starts it will get more complicated and will be more work for the accountants, staff and the auditors. She thanked Mike Thilker for the auditing services. Overall the summary is that the Authority's net position is good and better than it was last year. Debts are down and cash flow is good. The Authority is healthy. Mrs. Jones stated the Audit Resolution will be passed next month. Several Commissioners are

not in attendance this evening. The Commissioners will have an opportunity to read the audit and Mike Thilker is available by phone or zoom at any time. Mrs. Jones will make sure the Commissioners are aware of this too. Once the resolution is passed next month, the audit will be sent to the State.

Treasurer's Report

Linda Cavallo reviewed the Financial Report for the ten months ending July 2023. **Motion to approve the Treasurer's report** made by Commissioner Mumman and seconded by Commissioner Jackson. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

Executive Director's Report

Mrs. Jones asked Ron Miller to provide an update on the construction projects. Ron reported at Bayview that the ACM work throughout the building is significantly done. The Community room is complete other than some cleaning and button up items. There have been some challenges with the first floor with the electrician on the job and it has delayed progress a little bit. Unfortunately, the end of August timeline will not be met. The Authority is waiting on the schedule from the general contractor which is due by Thursday of this week. The landscaping work is still on hold.

Bids were advertised for the Pecks Beach Village Family Project today and is out for public bid. They are due just before the meeting next month. Once they are evaluated it will be decided to award or defer.

Commissioner Halliday asked for the status of the elevators at Bayview. Ron stated that car #2 went down with a bad sensor that was repaired in August. It was a significant expense. About a week after it was repaired, the other car went down with the same exact problem. It was just an ironic, unfortunate circumstance. The one that was first down was fixed. Ron received an update today that the parts are still on order.

Mrs. Jones stated the Authority likes to conduct unit inspections once a year. Currently, the Authority is at 599 inspections for the fiscal year. It seems like a lot and it is because the Authority is still diligently inspecting during the extermination processes as well as staying on top of the bed bug issues that were primarily at Bayview Manor. There are 1 or 2 bed bug cases left. The reason for these cases is because of residents that do not comply. It is contained at this point and the Authority is working as best as possible with the residents, but they are not very cooperative. The Authority is at 95% occupancy overall. There are 2 vacancies at Bayview, 1 at Speitel and 2 at Pecks. The Authority is actively looking at applicants to fill them. The Authority anticipates opening the waiting list probably in the next 30 days as the statistics reports states there are only 13 families with Ocean City preferences and 8 elderly/disabled or those with handicaps applicants that live in Ocean City as well. Commissioner Jackson stated she received a call from a resident's sister who resides in Bayview and wanted to know if her sister can move to Speitel. Mrs. Jones stated generally transfers on not done because then everyone would want to move. Residents from the first floor of Bayview were moved to Speitel as part of the initial plan.

Motion to approve the Executive Director's Report made by Commissioner Mumman and seconded by Commissioner Jackson. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

Committee Reports – None.

Old Business – None.

New Business – None.

With no other discussion on related matters the Chairman moved to the Resolutions.

Resolution #2023-41
Resolution to Approve Monthly Expenses

Chairman Barr called for a motion to approve the monthly expenses in the amount of \$345,792.83. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. Mrs. Jones briefly reviewed the bill list. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes – Abstain from Acenda Invoices)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2023-42
Granting Official Leave of Absence (Workman's Compensation)

Chairman Barr called for a motion to approve Resolution #2023-42. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. Mrs. Jones explained the OCHA's maintenance employee was injured on July 11th and this resolution is required for the pension system. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2023-43
Resolution Awarding Resident Wellness Program Services Contract
TABLED FOR NEXT MONTH

Chairman Barr called for a motion to **table** the approval of Resolution #2023-43. A motion was made by Commissioner Halliday; seconded by Commissioner Mumman. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Abstain)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2023-44

**Amending Resolution 2021-34 Entering into a Special Engineering Services Contract
for Pecks Beach Family Redevelopment**

Chairman Barr called for a motion to approve Resolution #2023-44. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. Ron Miller stated the amendment is for geophysical work for mark outs essentially. A demolition plan needs to be developed for the current buildings. This particular building is the most important as it has gas and water service for the entire site. It needs to be determined how to move the utilities. The Civil Engineering is hiring a company to mark out all the utilities on the site. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2023-45

Renewal in the New Jersey Public Housing Authority Joint Insurance Fund

Chairman Barr called for a motion to approve Resolution #2023-45. A motion was made by Commissioner Mumman; seconded by Commissioner Jackson. Mrs. Jones explained this is the renewal for the Authority's NJ PHA JIF and it will be for three years. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2023-46

Resolution Authorizing Payment of Draw 36

Chairman Barr called for a motion to approve Resolution #2023-46. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. Mrs. Jones reviewed the draw. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)

Chairman Robert Barr

(Yes)

Resolution #2023-47

Resolution Authorizing Payment of Draw #8 Pecks Beach Family Redevelopment

Chairman Barr called for a motion to approve Resolution #2023-47. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. Mrs. Jones explained the draw. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

Chairman Barr requested comments from the public. No public comments. Chairman Barr requested comments from Board Commissioners and/or Administration. No further comments.

With no further business to discuss, Chairman Barr entertained a motion for adjournment of the Regular Meeting. A motion was made by Commissioner Jackson; seconded by Commissioner Mumman. The vote was carried unanimously by the Board Members present. The Regular Meeting of the Board of Commissioners was adjourned at 4:32 p.m.

Respectfully submitted,



Jacqueline S. Jones
Secretary/Treasurer

Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Oct 2023



	TOTAL			
	ANNUAL BUDGET	BUDGET THRU October	ACTUAL THRU October	VARIANCE THRU October
<u>INCOME</u>				
DWELLING RENTAL	\$ 632,140	\$ 52,678	\$ 56,559	\$ 3,881
TOTAL TENANT REVENUE	\$ 632,140	\$ 52,678	\$ 56,559	\$ 3,881
HUD OPERATING SUBSIDY	\$ 200,000	\$ 16,667	\$ 14,072	\$ (2,595)
PBV HAP SUBSIDY	357,240	29,770	29,439	(331)
HUD CAPITAL FUNDS-OPERATIONS	200,000	16,667	-	(16,667)
CDBG INCOME	39,100	3,259	-	(3,259)
TOTAL HUD FUNDING	\$ 796,340	\$ 66,363	\$ 43,511	\$ (22,852)
INVESTMENT INCOME-UNRESTRICTED	\$ 120	\$ 10	\$ 60	\$ 50
NONDWELLING RENTAL INCOME	62,400	5,200	-	(5,200)
OTHER INCOME-LAUNDRY	5,300	442	-	(442)
OTHER INCOME-FRAUD RECOVERY	3,000	250	-	(250)
OTHER INCOME-MISCELLANEOUS	5,050	423	185	(238)
TOTAL INCOME	\$ 1,504,350	\$ 125,366	\$ 100,315	\$ (25,051)
<u>EXPENSES</u>				
ADMINISTRATIVE SALARIES				
ADMINISTRATIVE SALARIES	\$ 42,390	\$ 3,533	\$ 1,682	\$ (1,851)
PAYROLL TAXES - ADMIN	3,820	319	140	(179)
HEALTH BENEFITS - ADMIN	25,000	2,083	-	(2,083)
TOTAL ADMINISTRATIVE SALARIES	\$ 71,210	\$ 5,935	\$ 1,822	\$ (4,113)
AUDIT FEES	\$ 15,000	\$ 1,250	\$ 1,250	\$ -
ADVERTISING	1,500	126	-	(126)
OFFICE EXPENSES				
COMPUTER SERVICES	\$ 3,000	\$ 251	\$ -	\$ (251)
CONSULTANTS-RAD CONVERSION	11,030	919	-	(919)
COPIER	2,660	222	-	(222)
DUES & PUBLICATIONS	730	61	210	149
OFFICE SUPPLIES	600	51	155	104
PHONE & INTERNET	15,080	1,256	872	(384)
POSTAGE	2,100	175	-	(175)
LEGAL	19,200	1,599	1,635	36
CRIMINAL BACKGROUND CHECKS	1,200	100	-	(100)
LEGAL-RAD	4,000	333	-	(333)
TRAVEL	70	6	-	(6)
TRAINING	2,000	167	-	(167)
ACCOUNTING	30,000	2,500	2,500	-
MANAGEMENT FEES	180,000	15,000	6,250	(8,750)
MISCELLANEOUS-SUNDRY	13,920	1,158	1,075	(83)
TOTAL ADMINISTRATIVE EXPENSES	\$ 373,300	\$ 31,109	\$ 15,770	\$ (15,339)

Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Oct 2023



	<u>TOTAL</u>			
	<i>ANNUAL BUDGET</i>	<i>BUDGET THRU October</i>	<i>ACTUAL THRU October</i>	<i>VARIANCE THRU October</i>
<i>OTHER TENANT SERVICES</i>	\$ 5,000	\$ 416	\$ <u>200</u>	\$ (216)
<i>TENANT SVCS – BEHAVIORAL HEALTH</i>	39,100	3,259	-	(3,259)
<i>TOTAL OTHER TENANT SERVICES</i>	\$ 44,100	\$ 3,675	\$ 200	\$ (3,475)
<i>WATER/SEWER</i>	\$ 106,000	\$ 8,834	\$ <u>7,800</u>	\$ (1,034)
<i>ELECTRIC</i>	112,060	9,340	<u>700</u>	(8,640)
<i>GAS</i>	57,230	4,769	<u>2,625</u>	(2,144)
<i>TOTAL UTILITY EXPENSES</i>	\$ 275,290	\$ 22,943	\$ 11,125	\$ (11,818)
<i>MAINTENANCE LABOR</i>	\$ 107,550	\$ 8,962	\$ <u>2,513</u>	\$ (6,449)
<i>MAINT. MATERIALS</i>	104,860	8,745	<u>921</u>	(7,824)
<i>MAINT. CONTRACT COSTS</i>	226,440	18,872	<u>2,226</u>	(16,646)
<i>EMPLOYEE BENEFITS</i>	88,820	7,403	<u>3,226</u>	(4,177)
<i>TOTAL MAINTENANCE</i>	\$ 527,670	\$ 43,982	\$ 8,886	\$ (35,096)
<i>INSURANCE</i>	\$ 100,940	\$ 8,411	\$ <u>8,272</u>	\$ (139)
<i>FLOOD INSURANCE</i>	42,150	3,512	<u>2,891</u>	(622)
<i>BAD DEBTS</i>	5,930	494	<u>494</u>	-
<i>COMPENSATED ABSENCES</i>	1,500	126	<u>126</u>	-
<i>PAYMENT IN LIEU OF TAXES</i>	35,680	2,973	<u>2,973</u>	-
<i>PENSION</i>	10,690	891	<u>891</u>	-
<i>RETIREE BENEFITS</i>	16,000	1,333	<u>765</u>	(568)
<i>TOTAL OTHER EXPENSES</i>	\$ 212,890	\$ 17,740	\$ 16,412	\$ (1,328)
<i>TOTAL EXPENDITURES</i>	\$ 1,433,250	\$ 119,449	\$ 52,392	\$ (67,057)
<i>Replacement Reserve</i>	\$ 45,890	\$ 3,824	\$ <u>3,831</u>	\$ 7
<i>PROFIT</i>	\$ 25,210	\$ 2,093	\$ 44,092	\$ 41,999

Commissioner’s Report - Property Detail

Month Ending: Oct 2023



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	BUDGET THRU October	ACTUAL THRU October	VARIANCE THRU October	ANNUAL BUDGET	BUDGET THRU October	ACTUAL THRU October	VARIANCE THRU October	ANNUAL BUDGET	BUDGET THRU October	ACTUAL THRU October	VARIANCE THRU October
INCOME												
DWELLING RENTAL	\$ 195,920	\$ 16,327	\$ 16,376	\$ 49	\$ 162,220	\$ 13,518	\$ 14,090	\$ 572	\$ 274,000	\$ 22,833	\$ 26,093	\$ 3,260
TOTAL TENANT REVENUE	\$ 195,920	\$ 16,327	\$ 16,376	\$ 49	\$ 162,220	\$ 13,518	\$ 14,090	\$ 572	\$ 274,000	\$ 22,833	\$ 26,093	\$ 3,260
HUD OPERATING SUBSIDY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 16,667	\$ 14,072	\$ (2,595)
PBV HAP SUBSIDY	167,110	13,926	14,011	85	190,130	15,844	15,428	(416)	-	-	-	-
HUD CAPITAL FUNDS-OPERATIONS	-	-	-	-	-	-	-	-	200,000	16,667	-	(16,667)
CDBG INCOME	15,500	1,292	-	(1,292)	10,400	867	-	(867)	13,200	1,100	-	(1,100)
TOTAL HUD FUNDING	\$ 182,610	\$ 15,218	\$ 14,011	\$ (1,207)	\$ 200,530	\$ 16,711	\$ 15,428	\$ (1,283)	\$ 413,200	\$ 34,434	\$ 14,072	\$ (20,362)
INVESTMENT INCOME-UNRESTRICTED	\$ -	\$ -	\$ 34	\$ 34	\$ -	\$ -	\$ -	\$ -	\$ 120	\$ 10	\$ 27	\$ 17
NONDWELLING RENTAL INCOME	62,400	5,200	-	(5,200)	-	-	-	-	-	-	-	-
OTHER INCOME-LAUNDRY	2,300	192	-	(192)	-	-	-	-	3,000	250	-	(250)
OTHER INCOME-FRAUD RECOVERY	-	-	-	-	-	-	-	-	3,000	250	-	(250)
OTHER INCOME-MISCELLANEOUS	930	79	35	(44)	-	-	50	50	4,120	344	100	(244)
TOTAL INCOME	\$ 444,160	\$ 37,016	\$ 30,456	\$ (6,560)	\$ 362,750	\$ 30,229	\$ 29,568	\$ (661)	\$ 697,440	\$ 58,121	\$ 40,292	\$ (17,829)
EXPENSES												
ADMINISTRATIVE SALARIES												
ADMINISTRATIVE SALARIES	\$ 11,870	\$ 989	\$ 471	\$ (518)	\$ 7,630	\$ 636	\$ 303	\$ (333)	\$ 22,890	\$ 1,908	\$ 908	\$ (1,000)
PAYROLL TAXES - ADMIN	1,070	89	39	(50)	690	58	25	(33)	2,060	172	76	(96)
HEALTH BENEFITS - ADMIN	5,500	458	-	(458)	4,500	375	-	(375)	15,000	1,250	-	(1,250)
TOTAL ADMINISTRATIVE SALARIES	\$ 18,440	\$ 1,536	\$ 510	\$ (1,026)	\$ 12,820	\$ 1,069	\$ 328	\$ (741)	\$ 39,950	\$ 3,330	\$ 984	\$ (2,346)

Commissioner's Report - Property Detail

Month Ending: Oct 2023



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	BUDGET THRU October	ACTUAL THRU October	VARIANCE THRU October	ANNUAL BUDGET	BUDGET THRU October	ACTUAL THRU October	VARIANCE THRU October	ANNUAL BUDGET	BUDGET THRU October	ACTUAL THRU October	VARIANCE THRU October
AUDIT FEES	\$ 4,200	\$ 350	\$ <u>350</u>	\$ -	\$ 2,700	\$ 225	\$ <u>225</u>	\$ -	\$ 8,100	\$ 675	\$ <u>675</u>	\$ -
ADVERTISING	420	35	-	(35)	270	23	-	(23)	810	68	-	(68)
OFFICE EXPENSES												
COMPUTER SERVICES	\$ 500	\$ 42	\$ -	\$ (42)	\$ 500	\$ 42	\$ -	\$ (42)	\$ 2,000	\$ 167	\$ -	\$ (167)
CONSULTANTS-RAD	500	42	-	(42)	530	44	-	(44)	10,000	833	-	(833)
CONVERSION												
COPIER	740	62	-	(62)	480	40	-	(40)	1,440	120	-	(120)
DUES & PUBLICATIONS	170	14	<u>59</u>	45	200	17	<u>38</u>	21	360	30	<u>113</u>	83
OFFICE SUPPLIES	200	17	<u>43</u>	26	200	17	<u>28</u>	11	200	17	<u>84</u>	67
PHONE & INTERNET	4,260	355	<u>244</u>	(111)	6,220	518	<u>157</u>	(361)	4,600	383	<u>471</u>	88
POSTAGE	600	50	-	(50)	400	33	-	(33)	1,100	92	-	(92)
LEGAL	5,000	416	<u>1,635</u>	1,219	2,600	217	-	(217)	11,600	966	-	(966)
CRIMINAL BACKGROUND	300	25	-	(25)	300	25	-	(25)	600	50	-	(50)
CHECKS												
LEGAL-RAD	-	-	-	-	-	-	-	-	4,000	333	-	(333)
TRAVEL	20	2	-	(2)	10	1	-	(1)	40	3	-	(3)
TRAINING	500	42	-	(42)	500	42	-	(42)	1,000	83	-	(83)
ACCOUNTING	8,400	700	<u>700</u>	-	5,400	450	<u>450</u>	-	16,200	1,350	<u>1,350</u>	-
MANAGEMENT FEES	30,400	2,533	<u>1,750</u>	(783)	32,400	2,700	<u>1,125</u>	(1,575)	117,200	9,767	<u>3,375</u>	(6,392)
MISCELLANEOUS-	4,280	358	<u>282</u>	(76)	3,540	293	<u>181</u>	(112)	6,100	507	<u>612</u>	105
SUNDRY												
TOTAL ADMINISTRATIVE EXPENSES	\$ 78,930	\$ 6,579	\$ 5,574	\$ (1,005)	\$ 69,070	\$ 5,756	\$ 2,532	\$ (3,224)	\$ 225,300	\$ 18,774	\$ 7,664	\$ (11,110)
OTHER TENANT SERVICES	\$ 2,500	\$ 208	\$ <u>200</u>	\$ (8)	\$ 1,200	\$ 100	\$ -	\$ (100)	\$ 1,300	\$ 108	\$ -	\$ (108)
TENANT SVCS – BEHAVIORAL HEALTH	15,500	1,292	-	(1,292)	10,400	867	-	(867)	13,200	1,100	-	(1,100)
TOTAL OTHER TENANT SERVICES	\$ 18,000	\$ 1,500	\$ 200	\$ (1,300)	\$ 11,600	\$ 967	\$ -	\$ (967)	\$ 14,500	\$ 1,208	\$ -	\$ (1,208)
WATER/SEWER	\$ 20,750	\$ 1,729	\$ <u>1,750</u>	\$ 21	\$ 17,490	\$ 1,458	\$ <u>1,050</u>	\$ (408)	\$ 67,760	\$ 5,647	\$ <u>5,000</u>	\$ (647)
ELECTRIC	80,460	6,705	<u>200</u>	(6,505)	14,930	1,245	<u>200</u>	(1,045)	16,670	1,390	<u>300</u>	(1,090)
GAS	-	-	-	-	6,780	565	<u>125</u>	(440)	50,450	4,204	<u>2,500</u>	(1,704)
TOTAL UTILITY EXPENSES	\$ 101,210	\$ 8,434	\$ 1,950	\$ (6,484)	\$ 39,200	\$ 3,268	\$ 1,375	\$ (1,893)	\$ 134,880	\$ 11,241	\$ 7,800	\$ (3,441)
MAINTENANCE LABOR	\$ 30,110	\$ 2,509	\$ <u>704</u>	\$ (1,805)	\$ 19,360	\$ 1,613	\$ <u>452</u>	\$ (1,161)	\$ 58,080	\$ 4,840	\$ <u>1,357</u>	\$ (3,483)

Commissioner's Report - Property Detail

Month Ending: Oct 2023



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL	BUDGET	ACTUAL	VARIANCE	ANNUAL	BUDGET	ACTUAL	VARIANCE	ANNUAL	BUDGET	ACTUAL	VARIANCE
	BUDGET	THRU	THRU	THRU	BUDGET	THRU	THRU	THRU	BUDGET	THRU	THRU	THRU
	October	October	October	October	October	October	October	October	October	October	October	October
MAINT. MATERIALS	18,000	1,502	163	(1,339)	64,700	5,394	201	(5,193)	22,160	1,849	557	(1,292)
MAINT. CONTRACT	88,290	7,359	728	(6,631)	56,850	4,738	597	(4,141)	81,300	6,775	901	(5,874)
COSTS												
EMPLOYEE BENEFITS	24,870	2,073	903	(1,170)	15,980	1,332	581	(751)	47,970	3,998	1,742	(2,256)
TOTAL MAINTENANCE	\$ 161,270	\$ 13,443	\$ 2,498	\$ (10,945)	\$ 156,890	\$ 13,077	\$ 1,831	\$ (11,246)	\$ 209,510	\$ 17,462	\$ 4,557	\$ (12,905)
INSURANCE	\$ 28,580	\$ 2,382	\$ 2,118	\$ (264)	\$ 23,500	\$ 1,958	\$ 1,620	\$ (338)	\$ 48,860	\$ 4,071	\$ 4,534	\$ 463
FLOOD INSURANCE	4,720	393	391	(2)	4,430	369	358	(11)	33,000	2,750	2,142	(608)
BAD DEBTS	2,500	208	208	-	930	78	78	-	2,500	208	208	-
COMPENSATED	500	42	42	-	500	42	42	-	500	42	42	-
ABSENCES												
PAYMENT IN LIEU OF	9,470	789	789	-	12,300	1,025	1,025	-	13,910	1,159	1,159	-
TAXES												
PENSION	3,000	250	250	-	2,430	203	203	-	5,260	438	438	-
RETIREE BENEFITS	4,480	373	214	(159)	2,880	240	138	(102)	8,640	720	413	(307)
TOTAL OTHER	\$ 53,250	\$ 4,437	\$ 4,012	\$ (425)	\$ 46,970	\$ 3,915	\$ 3,464	\$ (451)	\$ 112,670	\$ 9,388	\$ 8,936	\$ (452)
EXPENSES												
TOTAL EXPENDITURES	\$ 412,660	\$ 34,393	\$ 14,233	\$ (20,160)	\$ 323,730	\$ 26,983	\$ 9,202	\$ (17,781)	\$ 696,860	\$ 58,073	\$ 28,956	\$ (29,117)
Replacement Reserve	\$ 27,760	\$ 2,313	\$ 2,320	\$ 7	\$ 18,130	\$ 1,511	\$ 1,511	\$ -	\$ -	\$ -	\$ -	\$ -
PROFIT	\$ 3,740	\$ 310	\$ 13,902	\$ 13,592	\$ 20,890	\$ 1,735	\$ 18,855	\$ 17,120	\$ 580	\$ 48	\$ 11,336	\$ 11,288

Ocean City Housing Authority

Administrative Report

DATE: November 15, 2023

TO: Board of Commissioners, Ocean City Housing Authority

FROM: Jacqueline S. Jones, Executive Director

SUBJECT: Monthly Report (Stats for October 2023)

PERIOD: October 11, 2023 to November 14, 2023

Bayview Manor – Fire

On October 26, 2023, a small fire occurred in one unit on the 3rd floor of Bayview Manor. Several residents were temporarily displaced from the building and re-housed at a local hotel. Currently all tenants have been returned to the building, two residents were temporarily relocated within the building so that repairs can be made to their units. The remaining affected occupants are being notified of pending restoration and cleaning work in their units on a case-by-case basis. There were no injuries reported and the majority of damage in the building was due to water from the building sprinkler system. We're working with the insurance adjuster and emergency services contractor to resolve the issues that remain in the building and hope to have all units restored promptly. The residents were and are being kept informed of the progress on a frequent basis.

Please see the next page for Bayview Renovation Projects:

Bayview – Renovation Projects

Interior Renovations

- a. Renovate Lobby;
- b. Addition of Mail Room;
- c. Renovate Community Room;
- d. Renovate Community Bathrooms;
- e. Renovate Laundry Room;
- f. New Flooring in Common Areas;
- g. All Common Areas painted;
- h. Maintenance Shop;
- i. Office & Conference Room;
- j. New Handrails throughout Common hallways;
- k. Elevator renovation;

March update: 2nd, 3rd & 4th Floors - new common area flooring is complete and handrails have been refinished; The 5th floor Community Room is under renovation – a new kitchen, flooring, lighting, & painting are in progress; Floor tile was found under the Community Room carpet & is being tested for ACM – Asbestos Containing Material; A 5 week completion is expected for this room; The office & conference room is progressing with framing electrical, plumbing & HVAC work underway; Lastly, the unforeseen conditions change order is expected to be complete in the next few days; Recommendation letters are needed from Donovan Architects & Lerch Bates (elevator consultant) to complete the change order process;

April update: ACM testing and monitoring continues; There will be a change order presented for the ACM testing & scope of work; Additional work may be needed depending on the ACM testing results;

May update: ACM testing & monitoring continues; A change order is on the Agenda for the ACM removal on the 5th Floor (community room floor & ceiling); this work is required under NJAC 5:28-8 (Sub-Chapter 8); Additional work may be needed pending proposals for additional ACM work on the 1st & 5th floors; Notifications & updates to residents are continuing; Two fifth floor residents have been temporarily relocated to the 1st floor; Work is scheduled to resume about May 18, 2023;

June update: ACM work and monitoring in the 5th Floor Community Room has been completed. Additional abatement of flooring in the Laundry began on June 14, 2023, after abatement is completed new flooring has been scheduled to be installed on the 5th floor; Notifications & updates to residents are continuing; Two fifth floor residents have been temporarily relocated to the 1st floor; Work is scheduled to be completed on the 5th floor on or about June 28, 2023; Ceiling anchors will be installed on the 1st floor which will allow work to resume, all trades are being scheduled to return and complete work on the remainder of the project.

July update: ACM work has been completed; The Laundry Room was re-opened ahead of schedule; Community Room is in the process of having new kitchenette, flooring, and painting completed. Notifications and updates are continuing to keep the residents informed of the project; Two residents that were temporarily relocated to the 1st floor have been moved back to their apartments; Work on the first floor continues to make good progress; mailboxes have been installed & new fire-sprinkler work has been completed; electrical, plumbing, and drywall all continue to make good progress. Elevator submittals have been received and are currently under review. Work is anticipated to be completed on or around August 31, 2023, with the exception of the elevator.

August update: ACM work has been completed; The Community Room kitchenette, flooring, lighting, and painting are completed. Work on the first floor continues to make progress, mailboxes have been installed, new fire-sprinkler work has been completed, electrical, plumbing, and drywall all continue to make progress. Electrical issues throughout the project have caused delays, this continues and is being addressed by our professional team. We do anticipate a delay in getting the first-floor offices opened, and are actively working to resolve the time overrun.

September update: Drywall work is being completed in the office, conference and mail rooms. Finishes in other areas of the building are ongoing including the lobby renovation. We do anticipate a delay in getting the first-floor offices opened, and are actively working to resolve the time overrun.

October update: Drywall & painting has been completed in the office, conference and mail room. Finishes in other areas of the building are ongoing including lobby renovation. Flooring work is scheduled to begin on the 1st floor within the next week. New ceiling installation on the first floor has started. Lobby renovation is underway & with some inconvenience; Tenants are being kept informed;

November update: Punch list is scheduled with architect with the exception of the elevator; elevator refurbishment will continue into 2024; All other work is expected to be completed very shortly;

Bayview – Renovation Projects (continued)

Bayview Manor Landscaping Project	Project Specifications are being developed for hopeful Fall plantings;	<p>August Update: A meeting with the landscape architect is being scheduled;</p> <p>September Update: A specification for the landscaping at Bayview Manor is in process to obtain quotes for the work;</p> <p>October Update: Specifications for this project are in review; This work will likely be completed in the spring;</p> <p>November update: Some shrubs have been removed; The land has been graded and grass seed has been planted; New plantings are planned for April 2023;</p> <p>December update: New plantings are planned for April 2023;</p> <p>January update: New plantings are planned for April 2023;</p> <p>February update: New plantings are planned for April 2023;</p> <p>March update: This project has been placed on hold pending the outcome of the needed funds for to complete the Bayview Manor renovations;</p> <p><i>No Status Change on this Project;</i></p>
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Peck's Beach Family Redevelopment Project

Scope of Work	Work Status	Comments
<p align="center">Design Phase of the Redevelopment of Peck's Beach Family</p> <p>September '22 update – NJHMFA has received the application. A further update will be given at the board meeting;</p> <p>October update – NJHMFA has received the application. A further update will be given at the board meeting;</p> <p>November update: NJHMFA board approved the Declaration of Intent (DOI); The DOI has been passed to the Governor for the 14-day veto period; Notice of approval is anticipated for the first week in December; Next step is the submission of the project to the Planning Board by the end of November; We had a meeting with the Pecks Family residents on November 1st; The next meeting is planned for January 2023; Work on the RAD conversion process will continue to work toward "closing."</p> <p>December update: The official approval letter (Declaration of Intent) for the financing from the NJHMFA was received in November. Design details are in process. An informal meeting with the Planning Office is to be scheduled prior to the Planning Board presentation, which is anticipated for February 2023;</p> <p>January update: The design is being readied for submission to the Planning Office by the end of January.</p> <p>February update: The design is being readied for submission to the Planning Office. Next steps – finalize construction plans, prepare bid documents; put out for bid; work toward financial closing with HMFA and HUD; the 2nd Resident meeting is scheduled for March;</p>	<ul style="list-style-type: none"> • June 2021- Award Special Architectural and Engineering (Electrical & Mechanical) Services • Award Special Engineering (Civil) Services <p>March Update: A courtesy review by the sub-committee of the Planning Board was held on March 2nd;</p> <p>The second resident meeting was held on March 7th; The consultant, architect and Authority staff were in attendance; Residents were presented with the plans, asked a lot of questions and were very pleased with the presentation;</p> <p>The site plans for the project are ready for presentation to the Planning Board for the April 5th meeting;</p> <p>April update: The presentation to the Planning Board was held on April 5th. The presentation was well received with votes for approval of the plan;</p> <p>The Authority's consultants, The Brooke Group, applied for funding known as the Affordable Housing Protection Funds through the NJHMFA. At this writing, the NJHMFA has indicated the application for the \$4M grant is complete. We understand the next step is NJHMFA board approval.</p>	<p>May update: The project team continues to meet regularly in anticipation of bid packet completion. Geo-Technical testing services have been ordered. Phase II Environmental Review requirements are pending and is expected to be awarded once final proposals have been received.</p> <p>June update: The project team met and reviewed the 50% plans in detail. Follow-up meetings continue; the next plan review of 90% drawings is scheduled for early July. Bidding is anticipated in August. Phase II & Geo-Technical field work has been completed; reports are still pending.</p> <p>July update: The project team continues to meet regularly in anticipation of putting together a public bid package, the project team is currently reviewing 90% plans. Geo-Technical testing services – a preliminary report of the findings has been issued. Phase II Environmental Review remains pending, field work has been started, but reports have not yet been issued.</p> <p>August update: The project team has completed design work and put this project out to public bid. A pre-bid meeting has been scheduled; bids are being received in early September.</p> <p>September update: Bids were received on September 12, 2023 & were rejected due to over budget; are being evaluated by the Project Team.</p> <p>October update: Bids were rejected for being over budget; Bidding is expected to begin in November 2023;</p> <p><i>November update: The bid package is under review with the OCHA team and is gathering responses to the Comptroller's office;</i></p>

Board of Commissioners –Rutgers Training Program Status

Commissioner	Training Program Status
Robert Barr, Chairman	Completed
Robert Scott Halliday, Vice Chairman	Completed
Brian Broadley	Completed
Robert Henry	Completed
Beverly McCall	Completed
Patricia Miles-Jackson	Completed
Patrick Mumman	Completed

Program Statistics Report 10/2022 - 10/2023
**2023
OCT**
**2023
SEP**
**2023
AUG**

<u>Tenant Accounts Receivable</u>			
Number of “non-payment of rent” cases referred to the solicitor	2	2	0
<u>Unit Inspections</u>			
Total number of units to be inspected in fiscal year	119	119	119
Number of inspections completed this month - all sites (include BB insp.)	0	139	20
Total number of units inspected year-to-date - all sites	758	758	619
<u>Occupancy</u>			
Monthly Unit Turnaround Time (Avg) (Down, Prep & Lease-up Time)	110	61	539
Annual Unit Turnaround Time (For Fiscal Year)	161	167	180
Monthly - Number of Vacancies Filled (this month)	2	2	1
Monthly - Average unit turnaround time in days for Lease up	28	125	125
Monthly - Average unit turnaround time in days to Prep Unit (Maint)	77	414	414
PIC Score	95.50%	92.31%	92.31%
<u>Vacancies - At end of Month</u>			
Bay View Manor	3	3	4
Speitel Commons	0	1	2
Peck's Beach Family	1	0	0
Total	4	4	6
Occupancy Rate	96.69%	96.69%	95.04%
<u>Vacancy Turnovers by VHA Maintenance Staff</u>			
Total Hours (Summarized Quarterly)		3.00	
Average Hours per Vacancy per Month (Br. Sizes 0 thru 4)	0.02	0.00	3.00
Average Hours per Vacancy YTD (Br. Sizes 0 thru 4)	18.61	20.16	22.00
<u>Rent Roll</u>			
Bay View Manor - Elderly/Disabled	\$16,376	\$16,287	\$15,187
Speitel Commons - Elderly/Disabled	\$14,063	\$14,252	\$13,654
Peck's Beach - Family	\$32,762	\$33,771	\$34,009
Total Rent Roll	\$63,201	\$64,310	\$62,850
<u>Waiting List Applicants - All Waiting Lists are CLOSED as of 3/31/2023</u>			
Families - Ocean City Preference	13	12	13
Families - No Ocean City Preference	177	180	181
Elderly (Seniors - 62+)/Disabled - Ocean City Preference	4	8	8
Elderly (Seniors - 62+)/Disabled - No Ocean City Preference	142	179	183
<u>Maintenance Department</u>			
Average work order turnaround time in days - Tenant Generated	0.15	0.14	0.04
Total Tenant Generated Work Orders	11	16	17
Number of routine work orders written this month	146	67	79
Number of outstanding work orders from previous month	731	736	721
Total number of work orders to be addressed this month	889	820	818
Total number of work orders completed this month	148	89	82
Total number of work orders left outstanding	741	731	736
Number of emergency work orders written this month	1	1	1
Total number of work orders written year-to-date	1430	1272	1188
AFTER HOUR CALLS: (plumbing, lockouts, toilets stopped-up, etc.)	0	0	0
<u>Real Estate Assessment Center (REAC) Scores</u>			
Year-End 2018 - Audited - Remains static due to RAD Application	68	68	68

Ocean City Housing Authority
Cash Report
As of October 31, 2023

Net Cash Position:

Cash Balance per Reconciled Bank Statements at 10/31/2023	\$933,913.07
<i>2021 Capital Fund available for PH (pbfamily)</i>	\$558.00
<i>2022 Capital Fund available for PH (pbfamily)</i>	\$149,280.00
<i>2023 Capital Fund available for PH (pbfamily)</i>	\$150,347.00
Add: A/R-Tenants10/2023	
	Current \$18,241.49
	Past \$2,055.00

Reimbursements Due From The City

Reimbursement for Behavioral Health Svcs - CDBG Grant - Acenda	\$6,933.44
Reimbursement for Bayview Manor/Speitel Construction - City of OC	\$378,299.37
Reimbursement for Pecks Family Redevelopment - City of OC	\$2,182.00

Less: Bill List payments - NOV 2023 (\$478,598.69)

Accrued Expenses - Total from detail below (\$15,516.67)

<u>Accrued Expenses</u>	<u>Annual Budget</u>	<u>No of Months</u>	<u>Amount Accrued Less Paid</u>
Insurance-Prop/Flood	143,090.00	1	11,924.17
Bad Debt	5,930.00	1	494.17
Comp Absences	1,500.00	1	125.00
P.I.L.O.T.	35,680.00	1	2,973.33
Net Accrual	186,200.00		15,516.67

Committed to Bayview Manor renovations (\$200,000)

Net Cash Balance \$947,694.01

	<u>Average Expenses</u>	<u>Cash Available for # of</u>	
Per Month	\$ 52,392	17.83	Months
Per Day	\$ 1,746	543	Days

Ocean City Housing Authority
County of Cape May
State of New Jersey

RESOLUTION NO. 2023-68
A Resolution Approving Regular Monthly Expenses

WHEREAS, the Housing Authority of the City of Ocean City incurred various financial obligations since the last meeting; and it is the desire of the Commissioners of said Authority to have their obligations kept current; and,

WHEREAS, prior to the Board meeting, a member of the Board of Commissioners read and reviewed the itemized list of incurred expenses attached hereto and does recommend payment of the expenses on the Bill List in the amount of \$ 478,598.69.

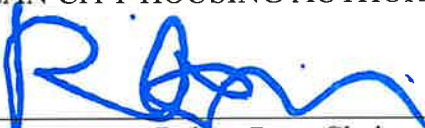
NOW, THEREFORE, BE IT RESOLVED that the Secretary-Treasurer be and is hereby authorized to pay the current bills that are presented to the Board of Commissioners for consideration on this date.

ADOPTED: November 21, 2023

VOTE:

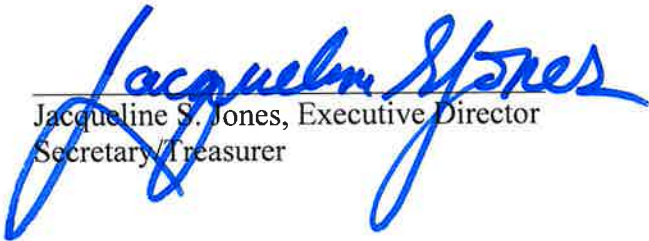
Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓				✓	
Commissioner McCall				✓		
Commissioner Jackson				✓		
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					✓
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY: 
Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on November 21, 2023 at the Administrative Offices – 204 4th Street, Ocean City, New Jersey.

By: 
Jacqueline S. Jones, Executive Director
Secretary/Treasurer

OCEAN CITY HOUSING AUTHORITY BILL LIST - NOV 2023			
BANK: COCC MGMT (new acct)			
Check #	Vendor	Invoice Notes	Total Amount
1445	ACENDA	June 2023 Resident Wellness Svcs	\$ 1,800.00
1570	ACENDA	Aug/Sept 2023 Resident Wellness Svcs	\$ 5,133.44
1593	ATLANTIC COAST ALARM INC.	Service call - BVM	\$ 89.00
1594	COMCAST	Oct 2023 internet svc	\$ 255.17
1595	THE HOME DEPOT PRO	Maintenance supplies	\$ 447.47
1596	PHOENIX BUSINESS FORMS	Check stock	\$ 154.81
1597	SHOEMAKER LUMBER	Maintenance supplies	\$ 19.98
1598	ALLEGION ACCESS TECHNOLOGIES	Speitel front door access panel repair	\$ 406.99
20231107	VERIZON CONNECT	Vehicle tracking - 2022 invoices	\$ 48.28
	ALL RISK INC	Water leak remediation - PBF	\$ 1,349.06
	ANDREW GREEN COURT OFFICER	Warrant of removal svc - BVM	\$ 82.00
	A SHORE MAID INC	Unit cleaning - BVM/Speitel	\$ 750.00
	ATLANTIC CITY ELECTRIC	Oct 2023 svc	\$ 7,094.58
	ATLANTIC COAST ALARM INC.	Fire alarm test - BVM/Speitel	\$ 3,823.00
	LINDA AVENA	Nov 2023 accounting svcs	\$ 2,500.00
	BROWN & CONNERY	Oct 2023 legal svcs	\$ 200.00
	CALL EXPERTS	Nov 2023 answering svc	\$ 226.90
	CLEAN SWEEP SERVICES	Oct 2023 BVM/Speitel building cleaning	\$ 3,325.00
	CAPE MAY COUNTY MUA	Debris removal - BVM	\$ 108.06
	COMCAST	Nov 2023 internet	\$ 299.17
	SOUTH JERSEY CULLIGAN WATER	Oct/Nov 2023 water cooler & water	\$ 68.94
	DRAIN DOCTOR	Plumbing svc - PBF	\$ 325.00
	FLORENCE DRISCOLL	Nov 2023 Tenant services	\$ 200.00
	FEDERAL EXPRESS	Oct 2023 package delivery	\$ 19.98
	FIRE DEFENSE SYSTEMS	Fire pump test - BVM/Speitel; sprinkler head replacement	\$ 2,284.76
	EISENSTAT GABAGE & FURMAN	Oct 2023 legal svcs	\$ 1,065.00
	GRUCCIO PEPPER DESANTO & RUTH	Oct 2023 legal svcs	\$ 2,275.00
	ASHLEY HARRIS	Nov 2023 BVM/Speitel cleaning	\$ 200.00
	ROBERT HARRIS	Nov 2023 BVM/Speitel trash rm cleaning; recyclable removal	\$ 200.00
	HD SUPPLY	Maintenance supplies	\$ 253.73
	THE HOME DEPOT PRO	Maintenance supplies	\$ 549.88
	JOHN J SPITZ	Nov 2023 medicare reimb	\$ 164.90
	NATIONAL TENANT NETWORK	Criminal checks - applicants	\$ 159.00
	NJ AMERICAN WATER	Oct 2023 svc	\$ 10,972.34
	PHILIP L RELLO ELECTRICAL CONTRACTOR	Electric contract svcs - BVM	\$ 918.00
	RONALD MILLER	Reimb for annual web hosting renewal	\$ 227.40
	ROBERT L ROWELL	Nov 2023 maint contract grounds services	\$ 200.00
	SOUTH JERSEY GAS	Oct 2023 gas svc	\$ 1,700.82
	TK ELEVATOR	BVM elevator repair	\$ 885.00
	VERIZON CONNECT	Nov 2023 svc	\$ 36.40
	VERIZON	Oct 2023 telephone svc	\$ 155.98
	VINELAND HOUSING AUTHORITY	Oct 2023 office coverage, maint/grounds svc, postage; Nov 2023 management fee	\$ 18,957.66
	WALLACE HARDWARE	Maintenance supplies	\$ 38.55
	WENDY HUGHES	Reimb for S Pitts NJHMFA LIHTC training registration	\$ 725.00
ACH	ADP	10/20/23 payroll & taxes	\$ 3,972.50
ACH	ADP	10/20/23 payroll invoice	\$ 87.85
ACH	ADP	11/3/23 payroll & taxes	\$ 4,636.91
ACH	ADP	11/3/23 payroll invoice	\$ 87.85
ACH	ADP	11/17/23 payroll & taxes	\$ 6,541.80
ACH	ADP	11/17/23 payroll invoice	\$ 91.07
ACH	NJ STATE HEALTH BENEFITS PROGRAM	Nov 2023 employee health benefits	\$ 3,419.34
ACH	NJ STATE HEALTH BENEFITS PROGRAM	Nov 2023 retiree health benefits	\$ 425.39
ACH	NJ DIV OF PENSIONS & BENEFITS	Oct 2023 pension deductions	\$ 320.54
ACH	OCEAN CITY HOUSING AUTHORITY	Reserve account deposit for Nov 2023	\$ 3,824.00
ACH	PNC BANK FEE - OCT 2023		\$ 68.00
	TOTAL NOV DISBURSEMENTS COCC (coccestur)		\$ 94,171.50
	TOTAL NOV DISBURSEMENTS BVM/SP OPER ACCT (sturbyvm)		\$ -
	TOTAL NOV DISBURSEMENTS CONSTR ACCT (sturcons)		\$ 378,299.37
	TOTAL NOV DISBURSEMENTS PBFAM GEN (pbfamily redevelopment)		\$ 6,127.82
	TOTAL BILL LIST - NOV 2023		\$ 478,598.69

BANK: BAYVIEW/SPEITEL OPERATING (rad_bayview & rad_speitel)

Check/Wire #	Vendor	Invoice Notes	Total Amount

**OCEAN CITY HOUSING AUTHORITY
BILL LIST - NOV 2023**

	TOTAL NOV DISBURSEMENTS (sturbvm)		\$ -
BANK: BAYVIEW/SPEITEL CONSTRUCTION (rad_bayview & rad_speitel)			
Check/Wire #	Vendor	Invoice Notes	Total Amount
	ATLANTIC CITY ELECTRIC	Speitel electric	87.90
	THE DAILY JOURNAL OF NJ	IFB& revised IFB - PBSr demolition	164.46
	LEVY CONSTRUCTION	Bayview Manor 1st & 5th Floor Renovations; pymt app #10; Draw #38	129,890.15
	THE BROOKE GROUP	Consulting Svcs - BVM 1st & 5th Floor Renovations - Inv #OCHA-05-23 Draw #38	4,970.00
	THE BROOKE GROUP	Consulting Svcs - BVM 1st & 5th Floor Renovations - Inv #OCHA-06-23 Draw #38	3,955.00
	THE BROOKE GROUP	Consulting Svcs - BVM 1st & 5th Floor Renovations - Inv #OCHA-07-23 Draw #38	5,365.00
	THE BROOKE GROUP	Consulting Svcs - BVM 1st & 5th Floor Renovations - Inv #OCHA-08-23 Draw #38	8,697.50
	LEVY CONSTRUCTION	Bayview Manor 1st & 5th Floor Renovations; pymt app #11; Draw #39	216,944.36
	THE BROOKE GROUP	Inv #OCHA-09-23	8,225.00
	TOTAL NOV DISBURSEMENTS (sturcons)		\$ 378,299.37
BANK: PBFAMILY GENERAL FUND (pbfamily)			
Check/Wire #	Vendor	Invoice Notes	Total Amount
2291	THOMAS HEIST INSURANCE	OCCDC Directors & Officers insurance policy renewal; to be reimbursed by OCCDC	3,557.70
9.7451E+14	TRAVELERS INSURANCE	OCCDC Crime insurance policy renewal; to be reimbursed by OCCDC	388.12
	SCIULLO ENGINEERING	Engineering services - Peck's Family Development; Pre Dev Draw #10	1,750.00
	MCMANIMON, SCOTLAND & BAUMANN LLC	Legal Fees - Peck's Family Development; Pre Dev Draw #10	432.00
	TOTAL NOV DISBURSEMENTS (sturgen)		\$ 6,127.82

**Ocean City Housing Authority
County of Cape May
State of New Jersey**

**RESOLUTION NO. 2023-69
Resolution Authorizing Payment of Draw 39**

WHEREAS, the Ocean City Housing Authority solicited an Invitation for Bids for construction of four-story residential apartment building consisting of three stories of wood frame residential over one-story of reinforced concrete frame parking/utility to be known as Speitel Commons at Bayview Manor; and

WHEREAS, the Ocean City Housing Authority is committed to renovations at Bayview Manor, which is located next to Speitel Commons;

WHEREAS, the funding for the construction of Speitel Commons at Bayview Manor is partly through the New Jersey Housing and Mortgage Finance Agency and partly through the City of Ocean City;

WHEREAS, the funding for the renovations at Bayview Manor is through the City of Ocean City; and

WHEREAS, the funding through the City of Ocean City is via a partnership established through a Shared Services Agreement with the Ocean City Housing Authority; and

WHEREAS, the payments to the vendors for the construction of Speitel Commons at Bayview Manor and the renovations at Bayview Manor will be paid by the Ocean City Housing Authority through "Project Draws" funded by the City of Ocean City; and

WHEREAS, the attached Project Draws will be processed and the vendors paid upon receipt of the funds from the City of Ocean City; and

WHEREAS, **Project Draw #39 in the amount of \$225,169.36** are attached for approval of this payment process;

THEREFORE, the Ocean City Housing Authority Board of Commissioners authorizes the payment of the above mentioned and attached draws upon receipt of the funds through the Shared Services Agreement with the City of Ocean City.

ADOPTED: November 21, 2023

VOTE:

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					
Commissioner McCall				✓		
Commissioner Jackson				✓		
Commissioner Henry	✓					
Commissioner Mumman	✓					✓
Commissioner Broadley	✓				✓	
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

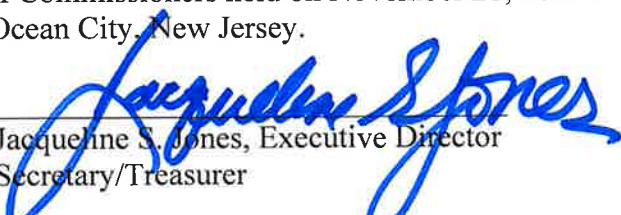
BY: _____


Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on November 21, 2023 at the Administrative Offices – 204 4th Street, Ocean City, New Jersey.

By: _____


Jacqueline S. Jones, Executive Director
Secretary/Treasurer

HOUSING AUTHORITY OF THE CITY OF OCEAN CITY

Jacqueline Jones
Executive Director
Ocean City Housing Authority

November 13, 2023

Re: Payment to contractors for Redevelopment of Speitel Commons and Bayview Manor – Overall Project Draw #39

Dear Ms. Jones:

The above captioned draw request is being submitted to the City of Ocean City. The total amount of the request is \$225,169.36. Once the City has approved the request it will send the funds to the Housing Authority. Once those funds have been obtained, the Housing Authority will pay the project contractors as follows:

Contractor	Address	Draw Amount
Levy Construction Co. Inc	800 Newton Ave., Oaklyn, NJ 080107	\$216,944.36
The Brooke Group LLC	209 E Egnor Drive Galloway, NJ 08205	\$8,225.00
	TOTAL	\$225,169.36

Attached are the following items to back up this disbursement:

- Bank Wire Instructions for Each Contractor
- W9s for Contractors Listed Above
- Copy of Draw #39 Submission to Ocean City

If you have any questions please feel free to contact Holly Ginnetti of The Brooke Group, LLC at (609) 652-7788 or by email at hollyf@brookegroupllc.com.

Ocean City Housing Authority
County of Cape May
State of New Jersey

RESOLUTION NO. 2023-70
Resolution Authorizing Management Agreement between the
Ocean City Housing Authority and the Ocean City Community Development Corporation

WHEREAS, the Ocean City Housing Authority is a public body corporation established by the Department of Housing and Urban Development as an independent federal housing agency administering public housing and Section 8 Programs; and

WHEREAS, the Ocean City Community Development Corporation is a New Jersey nonprofit corporation formed to develop affordable rental housing;

WHEREAS, the Trustees of the Ocean City Community Development Corporation recognize the unique skills and abilities of the Ocean City Housing Authority to provide said management services; and

WHEREAS, these management services will be provided for an annual management fee of \$7,115, payable monthly, and additional services for the Administration and Maintenance of the properties will be provided on an as needed basis and paid by the Owner monthly on a “fee for service” basis.

ADOPTED: November 21, 2023

VOTE:

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					
Commissioner McCall				✓		
Commissioner Jackson				✓		
Commissioner Henry	✓					
Commissioner Mumman	✓				✓	
Commissioner Broadley	✓					✓
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY:  Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on November 21, 2023 at the Administrative Offices – 204 4th Street, Ocean City, New Jersey.

By:  Jacqueline S. Jones, Executive Director
Secretary/Treasurer

PROPERTY MANAGEMENT AGREEMENT

This Agreement is made as of this **16th day of November 2023**, by and between Ocean City Community Development Corporation, a New Jersey nonprofit corporation with an address of 204 Fourth Street, Ocean City NJ 08226 (“**Owner**”) and the Housing Authority of the City of Ocean City, with an address of 204 Fourth Street, Ocean City, NJ 08226 (“**Agent**”).

WITNESSETH:

In consideration of the terms, conditions, and covenants hereinafter set forth, Owner and Agent hereby mutually agree as follows:

1. Definitions. As used in this Agreement:

(a) “**Building**” shall mean: Scattered Site Rentals as listed below:

Address (building) Unit Level (1 or 2)	Bedrooms	Income Level	Gross Rent	Utilities	Net Rent	Block/Lot	Accessibility
224-226 Simpson Ave						214/11	
1 - 224 Simpson	2	Low	\$844	\$255	\$589		No
2 - 226 Simpson	2	Moderate	\$1,306	\$255	\$1,051		No
240 – 242 Haven Ave						213/22.01	
1 - 240 Haven	3	Low	\$989	\$303	\$686		No
2 - 242 Haven	3	Moderate	\$1,404	\$303	\$1,101		No
244 – 246 Haven Ave						213/22.02	
1 – 244 Haven	2	Low	\$844	\$255	\$589		Yes
2 – 246 Haven	2	Moderate	\$1,306	\$255	\$1,051		No
3304 – 3306 Bay Ave						3207/22.02	
1 – 3304 Bay Ave	3	Low	\$989	\$303	\$686		No
2 – 3306 Bay Ave	3	Moderate	\$1,404	\$303	\$1,101		No
3300 – 3302 Bay Ave						3207/22.01	
1 – 3300 Bay Ave	2	Low	\$844	\$255	\$589		Yes
2 – 3302 Bay Ave	2	Moderate	\$1,306	\$255	\$1,051		No

- (b) **"Fiscal Year"** shall mean October 1st through September 30th.
- (c) **"Gross Collections"** shall mean all amounts actually collected by Agent, as rents or other payments, but excluding: (i) income derived from interest or investments, (ii) discounts and dividends on insurance, and (iii) security deposits.
- (d) **"Gross Rents"** shall mean revenues collected from Tenants plus any federal assistance paid to Owner with respect to the Building.
- (e) **"HUD"** shall mean the United States Department of Housing and Urban Development.
- (f) **"Lease"** shall mean any Lease in which Owner has agreed to let and Tenant has agreed to accept the dwelling unit of the Building identified in the Lease in accordance with the terms of the Lease.
- (g) **"Mortgages"** shall mean, collectively, all mortgages from time to time encumbering the Building and all promissory notes secured thereby.
- (h) **"NJDCA"** shall mean the New Jersey Department of Community Affairs.
- (i) **"Operating Account"** shall mean an account in Agent's name and designated of record in an account name identifying the Building and approved by Owner in writing, at such financial institution as Owner may specify from time to time in writing.
- (j) **"Rent"** shall mean that monthly amount which Tenant is obligated to pay Owner pursuant to the terms of a Lease.
- (k) **"Tenant"** shall mean a person or persons occupying a dwelling unit in the Building pursuant to a Lease, but shall not include a live-in health aide, if any.

2. **Appointment and Acceptance.** Owner appoints Agent as exclusive agent for the management of the Building, and Agent accepts the appointment, subject to the terms and conditions set forth in this Agreement. Agent represents that it is experienced in professional management of property of the character and occupancy of the Building, and Agent agrees to manage the Building in accordance with the standards applicable to similar professionals managing similar facilities in the area.
3. **NJHMFA Housing Affordability Service (HAS).** Attached hereto as Exhibit A and by this reference made a part hereof, is a copy of the Agreement for Administration of Affordability Controls (#21-0508-01) made by the Owner and NJHMFA (HAS Agreement). The Building is to be managed by Agent pursuant to the Uniform Housing Affordability Controls (NJAC 5:80-26.1) and as further specified in the HAS Agreement. HAS will approve all tenants prior to occupancies. Any and all fees paid to HAS will be made from the operating account.
4. **Meeting with Owner.** Agent agrees to cause a representative of Agent to confer with Owner and to attend meetings with Owner at any reasonable time or times requested by Owner.
5. **Marketing.** Agent shall conduct marketing activities that are reasonable and appropriate for the Building or such reasonable plans as are directed by Owner in writing and in compliance with HAS regulations including the approved Affirmative Fair Housing Marketing Plan attached as Exhibit B. Subject to the prior written approval of Owner, advertising expenses incurred by Agent on behalf of Owner shall be paid out of the Operating Account as expenses of the Building.
6. **Leasing.** Agent shall offer for rent and shall rent the dwelling units in the Building in accordance with a rent schedule approved in writing annually by NJDCA and Owner and the leasing guidelines and form of lease referred to hereinbelow. Incident thereto, the following provisions shall apply:

- a. Agent shall show dwelling units for rent in the Building to all prospective Tenants.
- b. Agent shall take and process applications for rentals, including prospective Tenant interviews and credit checks. If an application is rejected, Agent shall promptly give to the applicant a proper written notice stating the reason for rejection.
- c. Agent shall comply with the lease and occupancy restrictions set forth in the certain Grant Agreement (2021-02361-0224-01) as amended made by and between the NJDCA and Owner which includes the NJDCA's Affordable Trust Fund Rental Project Mortgage, Note and Deed Restriction dated October 3, 2022 and any and all applicable NJDCA rules and regulations.
- d. Agent shall comply with the HAS Agreement with Owner which includes the requirement that all potential tenants are approved by HAS prior to final approval of said tenants' occupancy of the unit. In addition to any specific Owner application documents that Owner may provide and modify from time to time in writing, Agent will use the HAS application package when processing a potential tenant for occupancy.
- e. Agent shall be responsible for the certification and recertification of tenants as may be required by Owner, for no additional fee.
- f. Agent shall, subject to prior written approval by Owner of any deviation from Owner's approved rent schedule, Lease form, and leasing guidelines, execute all Leases in Owner's name.
- g. Agent shall collect, deposit, and disburse security deposits, if required, in accordance with the terms of each Lease and applicable laws of the State of New Jersey governing tenant security deposits. The amount of each security deposit shall be 1 ½ times the monthly rent (Is this based on gross rent?) or as approved by Owner in writing. Security deposits shall be held by Agent(?) in a trust account, separate from all other accounts and funds. Such account shall be in the name of the Agent (Let's discuss for clarity), also identifying the Building, and the Owner, and designated of record as "Security Deposit Account." Interest on security deposits shall be paid according to law.
- h. Agent shall maintain a current waiting list of acceptable prospective Tenants in accordance with HAS regulations. Agent shall undertake all arrangements necessary and incidental to the acceptance of rental applications and the execution of Leases. Agent shall exercise best efforts (including, but not limited to, placement of advertising, interview of prospective Tenants, assistance in completion of rental applications and execution of Leases, processing of documents and credit and employment verifications, and explanation of the program and operations of Owner), to affect the leasing of dwelling units, renewal of Leases, and, in accordance with the terms of the Lease.
- i. Agent shall perform such other acts and deeds requested by Owner as are reasonable, necessary, and proper in the discharge of Agent's rental duties under this Agreement.
- j. Should the Lease term commence on any other day than the first day of the month, the prorated amount shall become the amount collected as the second month's rent, in accordance with the Lease.
- k. Agent shall participate in the inspection of the dwelling unit identified in the Lease together with the Tenant prior to move-in and upon move-out and shall record in writing any previous damage to the unit and any damage occurring during the Tenant's occupancy.

7. **Collection of Rents, Etc.** Agent shall collect when due, all rents, charges, and other amounts receivable on Owner's account in connection with the management and operation of the Building. Such receipts shall be held in the Operating Account identifying the Building, separate from all other accounts and funds.

8. **Enforcement of Leases.** Agent shall secure full compliance by each Tenant with the terms of such Tenant's Lease. Voluntary compliance shall be emphasized, and Agent shall counsel Tenants and make referrals to community agencies in cases of financial hardship or other circumstances deemed appropriate by Agent, all to the end that involuntary termination of tenancies shall be avoided to the maximum extent, consistent with sound management of the Building. Nevertheless, Agent may, and shall if requested by Owner, lawfully terminate any tenancy when sufficient cause for such termination occurs under the terms of the Tenant's Lease, including, but not limited to, nonpayment of rent. For this purpose, Agent is authorized to consult with legal counsel and bring actions for eviction and execute notices to vacate and judicial pleadings incident to such actions; provided, however, that Agent shall keep Owner informed of such actions and shall follow such instructions as Owner may prescribe for the conduct of any such action. Reasonable attorneys' fees and other necessary costs incurred in connection with such actions, shall be paid out of the Operating Account, upon approval of the Owner. Agent shall accurately assess and collect from each Tenant or the security deposit the cost of repairing any damages to the dwelling unit arising during the Tenant's occupancy in accordance with the laws of the State of New Jersey.
9. **Maintenance and Repairs.** Agent shall cause the Building to be maintained in a decent, safe, and sanitary condition and in a rentable and tenantable state of repair, all in accordance with local codes, and Agent otherwise shall maintain the Building at all times in a condition acceptable to Owner, including, but not limited to, performance of cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary. Incident thereto, the following provisions shall apply:
- a. Special attention shall be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance personnel shall be used.
 - b. Subject to Owner's prior written approval, Agent is authorized to contract with qualified independent contractors for the maintenance and repair beyond the capabilities of the regular maintenance personnel in accordance with Subparagraph 9(f). Qualified independent contractors shall provide written evidence of contractor's liability and worker's compensation insurance to Agent prior to commencing any work.
 - c. Agent shall systematically and promptly receive and investigate all service requests from Tenants, take such action thereon as may be justified, and keep records of the same. Emergency requests shall be received and serviced on a 24-hour basis. Complaints of a serious nature shall be reported to Owner after investigation. Owner shall have the right to receive copies of all service requests and the reports of action taken thereon.
 - d. Agent shall use best efforts to take such action as may be necessary to comply with any and all orders or requirements of federal, state, county, or municipal authorities having jurisdiction over the Building and orders of any board of fire underwriters, insurance companies, and other similar bodies.
 - e. Subject to the provisions of Paragraph 15 hereof, Agent is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance or repair of the Building with funds drawn from the Operating Account.
 - f. Notwithstanding any of the foregoing provisions, the prior approval of Owner shall be required for any non-budgeted expenditure exceeding \$10,000.00 in any one instance for labor, materials, or otherwise, in connection with the maintenance and repair of the Building, except for emergency repairs involving manifest danger to persons or property or required to avoid suspension of any necessary service to the Building. In the event of

emergency repairs, Agent shall notify Owner of the fact promptly, and in no event later than 72 hours from the occurrence of the event.

10. **Utilities and Services.** The Agent shall make arrangements for water, electricity, gas, sewage, and trash disposal, vermin extermination, decorating, laundry facilities, and telephone service in connection with the Building. To the extent available, all utilities shall be paid in accordance with an annual budget plan established by the utility.
11. **Personnel.** All personnel providing on-site services at the Building shall be contracted service providers or employees of Agent and shall be paid from the Operating Account as an expense of the Building. Agent shall at all times have sufficient personnel physically present at the Building for the full and efficient performance of its duties under this Agreement, including physical presence of responsible persons at such times as reasonably may be requested by Owner. Administrative services shall be provided by employees of the Agent and paid by the Owner.
12. **Operating Account.** Disbursements from the Operating Account shall be governed by the following:
 - a. From the funds collected and held by Agent in the Operating Account pursuant to Paragraph 7 hereof, and subject to Owner's approved operating budget, Agent shall make the following disbursements promptly when payable, in the following order of priority:
 - i. salaries and any other compensation due and payable to the employees referred to in Paragraph 11 hereof including Agent's compensation, together with related payroll taxes;
 - ii. real estate taxes and assessments, if any, fire and other hazard insurance premiums (including any required monthly escrow payments therefor), utilities, fees, and establishment and maintenance of all reserve funds;
 - iii. other payments due and payable by Owner as operating expenses incurred pursuant to Owner's approved operating budget and in accordance with this Agreement, and
 - iv. distributions to or at the direction of Owner, but only to the extent permitted under applicable NJDCA rules and regulations.
 - b. In the event that the balance in the Operating Account is at any time insufficient to pay disbursements due and payable under Subparagraph 12(a) hereof, Agent shall promptly inform Owner of the fact and Owner may then remit to Agent sufficient funds to cover the deficiency. In no event shall Agent be required to use its own funds to pay such disbursements.
13. **Operating Budget.** Agent shall prepare a recommended annual operating budget for the Building for each fiscal year during the term of this Agreement setting forth detailed projections of receipts and expenditures of the Owner in connection with the maintenance, repair, alteration and improvement of the Building, and shall submit the same to Owner at least sixty (60) days before the beginning of such fiscal year, together with a recommendation of necessary reserves and capital expenditures, as well as a comparison of said budget to the receipts and expenditures of the preceding and current years, and any required explanations with respect thereto. The annual operating budget shall include a schedule of recommended rents to be requested of NJDCA, including recommended rent increases. In preparing each proposed annual operating budget, Agent shall use its best efforts to take account of anticipated increases in utility charges, and other operating costs. To the extent feasible, Agent shall support anticipated increases in utility charges

with written evidence or documentation. Proposed annual operating budgets for the Building shall be subject to approval by Owner in its sole discretion. Owner shall promptly inform Agent of any changes incorporated in the approved operating budget and Agent shall make no expenditures in excess of the amounts set forth in such approved operating budget, for each line item of operation expense itemized, without the prior written approval of Owner, except as permitted pursuant to Subparagraph 9(f).

- 14. Records and Reports.** In addition to any requirements specified in the other provisions of this Agreement, Agent shall have the following responsibilities with respect to records and reports:
- a. Agent shall establish and maintain a comprehensive system of records, books, and accounts, including computerized systems in a manner satisfactory to Owner. All records, books, and accounts shall be subject to examination at reasonable hours by any authorized representative of Owner. Agent will be responsible for preparing quarterly and annual reports and providing such reports to the Owner and will cooperate with the Owner's accountants with regard to the annual audit of the books of account of the Building including the annual report of the operations of the Building for the fiscal year then ended.
 - b. Agent shall prepare a monthly report, in a form satisfactory to Owner, containing and including at least the following: (i) a statement of income and expenses and accounts receivable and payable for the preceding month, including an itemized list of all delinquent rents as of the fourteen (14th) day of the current month, as well as a report on action taken thereon by Agent; (ii) a rent roll/cash receipts form for the previous month; (iii) a disbursements summary for the previous month; (iv) current bank statements with reconciliation of the Operating and Security Deposit Accounts; (v) copies of paid bills and invoices for the previous month only upon request; and (vi) a narrative of any unusual actions taken or emergencies responded to, and a full report of any accidents, claims, and potential claims, for the previous month. Agent shall submit each such report to Owner on or before the twentieth (20th) day of each month.
 - c. Agent shall promptly furnish such additional information (including monthly occupancy reports) as may be requested from time to time by Owner with respect to the renting and financial, physical, or operational condition of the Building.
 - d. Agent shall prepare, execute, and file all forms, reports, and returns required by law in connection with the employment of personnel, unemployment insurance, workman's compensation insurance, disability benefits, Social Security, and other similar insurance, and all other benefits or taxes now in effect or hereafter imposed.
 - e. Agent shall establish tenant files containing copies of leases, certification forms, notices, and other documentation required by NJDCA and/or Owner if and to the extent applicable.
 - f. Except as may otherwise be expressly provided in this Agreement or in an approved operating budget, all bookkeeping, data processing services, and management overhead expenses incurred in the ordinary conduct of property management shall be borne by Agent out of its funds and shall not be treated as Building expenses.
- 15. Bids, Discounts, and Rebates.** Agent shall obtain contracts, materials, supplies, utilities, and services on commercially reasonable terms to the Building, and shall solicit competitive bids on all contracts or purchases exceeding \$2,000.00 for those items which can be obtained from more than one source. Agent shall secure and credit to Owner all discounts, rebates, or commissions obtainable with respect to purchase, service contracts, and all other transactions on Owner's behalf.
- 16. Liability of Agent.** Except as expressly provided to the contrary herein, the obligations and duties of Agent under this Agreement shall be performed as agent of Owner and Agent shall not be

responsible for incurring any expenditures in excess of existing or reasonably projected available funds from the Building or funds supplied by Owner. All expenses incurred by Agent in accordance with its obligations and duties under this Agreement and consistent with Owner's approved operating budget and those expressly specified as Agent's expenses herein, shall be for the account of and on behalf of Owner. Agent shall be liable for its breaches of this Agreement resulting in claims which are not covered by the property, casualty, general liability, and other policies of insurance obtained for the Building.

17. **Indemnification.** To the extent permitted by law, Owner agrees to defend, indemnify, and save harmless Agent from all claims and suits in connection with the Building provided that such claims and suits are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and such claims and suits arise, or are alleged to arise, in whole or in part out of any negligent act or omission of Owner, its officers, employees, or agents. Owner agrees to include Agent as an insured in Owner's general liability policy, but only while Agent is acting as real estate manager for Owner under this Agreement. Owner shall provide Agent with a certificate of insurance evidencing such liability insurance and providing not less than ten (10) days' notice to Agent prior to cancellation. Notwithstanding anything contained herein to the contrary, Owner shall not be required to defend, indemnify, and save harmless Agent from any claim, judgment, awards, or damages arising out of the gross negligence or willful misconduct of Agent or its employees. To the extent permitted by law, Agent agrees to defend, indemnify, and save harmless Owner and its partners from all claims, investigations, and suits, or from actions or failures to act of Agent, with respect to any alleged or actual violation of state or federal labor or other laws pertaining to employees, it being expressly agreed and understood that as between Owner and Agent, all persons employed in connection with the Building are employees of Agent, not Owner. In addition, Agent agrees to defend, indemnify, and hold Owner harmless from and against any and all losses, damages, claims, costs, expenses, and liabilities (including but not limited to all legal fees, court costs, and costs of investigation) resulting from any breach of this Agreement by Agent and any intentional tort, criminal activity, reckless and other willful misconduct, except to the extent covered by Owner's insurance, and any other act or omission by Agent, its agents or employees, outside the scope of the agency relationship created by this Agreement. Agent agrees that it will promptly notify Owner of any claims against Agent or Owner. Agent will cooperate with Owner and, upon reasonable request, will attend hearings and trials and assist in effecting settlements, securing, and giving evidence, and obtaining the attendance of witnesses in the conduct of suits. Agent will not voluntarily settle any suit, make any payment, assume any obligation, or incur any expense without the express written consent of Owner.
18. **Insurance.** Agent shall at all times keep its employees and contractors insured for statutory workers' compensation and other employee benefits required by all applicable laws. Agent shall maintain liability insurance covering automobiles and other vehicles operated by Agent and shall name Owner as an additional insured on such policy. Agent shall maintain employee dishonesty/crime insurance. Agent shall maintain employer's liability insurance for an amount not less than \$1,000,000.00 covering claims and suits by or on behalf of employees and others, not otherwise covered by statutory workers' compensation insurance. In addition, Agent shall maintain a comprehensive general liability policy and an excess liability policy in the combined amount of \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate and shall name Owner as an additional insured on such policy, insuring claims arising from Agent's actions outside the scope of the agency relationship created by this Agreement, including without limitation any intentional torts, criminal activity, and reckless or other willful misconduct of Agent, its agents, and employees. Such general liability policy shall include coverage for contractual liability under this Agreement.

Agent shall provide Owner with a certificate of insurance evidencing that all insurance referenced in this Paragraph 18 is in full force and effect and providing that insurer will endeavor to provide not less than thirty (30) days' notice to Owner prior to cancellation, lapse, or non-renewal or the reduction in the amount of coverage below the limits stated in this Paragraph 18.

19. On the date of initial occupancy of the Building, the Agent shall, if required, deposit with the lender, the required property and liability policies for the Building. Where the Owner is named as an insured or additional insured. The cost of such policies shall be a Building expense. If applicable, if the lenders' mortgages require that beginning on the first day of the first month after first occupied, or such other date as may be determined by the lenders, and on the first day of each month thereafter the Agent shall deliver to in advance one-twelfth (1/12) of the estimated annual charges for taxes and insurance premiums as a project expenditure. Agent shall pay or cause to be paid the necessary taxes, charges, assessments, or fees, and shall present evidence of their payment satisfactory to as requested. Notwithstanding anything to the contrary contained herein, the parties hereby agree that all insurance shall be secured in accordance with all applicable HUD requirements.
20. **Limitation of Liability.** Agent agrees that it will not seek recourse against the individual partners, shareholders, directors, members, officers, employees, or agents of Owner or any of their personal assets for satisfaction of any liability with respect to this Agreement, except in the case of gross negligence or willful misconduct.
21. **Increased Risk.** Agent shall give Owner written notice if any facts of which Agent is aware evidencing an increase in the risk of casualty loss or a claim of liability in connection with the Building or its operation. Such notice shall be given as soon as Agent has knowledge of such facts.
22. **Audit Right.** Owner shall have the right, within ten (10) days written notice to Agent, to audit all files and accounts pertaining to the Building at Agent's principal office during normal business hours.
23. **Escrow Payments.** From the funds collected and deposited by Agent in the Operating Account, Agent shall make any monthly escrow payments required under the Mortgages, for the purpose of funding insurance, tax, and such other reserve or escrow accounts for the Building as Owner may require pursuant to the Mortgages. Agent promptly shall present tax bills and insurance premium notices to the escrow agent for payment and shall furnish Owner with evidence of timely payment of such taxes and insurance premiums.
24. **Agent's Compensation.** As compensation for all of Agent's ongoing property leasing, management, and related services under this Agreement, Agent shall receive a monthly fee of \$60.00 per dwelling unit per month (the "Management Fee"). The Management Fee shall be paid out of the Operating Account and treated as a Building expense. Such fees shall be payable on the tenth (10th) day of the month following the month in which the services were rendered.
25. **Compliance with Laws.** In the performance of its obligations under this Agreement, Agent shall comply with applicable local, state, and federal laws and regulations as well as those certain NJDCA documents dated as of October 3, 2022 and recorded against the property, as the same may be modified from time to time, as well as, the HAS agreements.

26. **Term of Agreement.** This Agreement shall be in effect for the period commencing as of the date hereof and ending on the first (1st) anniversary of the date hereof, and shall be automatically extended for one (1) year periods thereafter, subject to the following conditions:
- a. Either Owner or Agent may elect not to extend this Agreement by notifying the other party at least thirty (30) calendar days in advance of the last day of the initial period hereunder or any annual extension period thereafter.
 - b. This Agreement may be terminated, without cause by Owner by giving thirty (30) days written notice and by Agent by giving thirty (30) days written notice.
 - c. In the event Agent fails to perform any of its duties hereunder or to comply with any of the provisions hereof, Owner shall notify Agent in writing and Agent shall have thirty (30) days thereafter within which to cure such default to the reasonable satisfaction of Owner, and if such default cannot be cured within such thirty (30) day period, Agent shall have such additional time as may be necessary to cure the same provided that Agent demonstrates to the continuing satisfaction of Owner that it is diligently pursuing all necessary actions to cure such default and that the same will be cured within a reasonable time without damage or expense to Owner.
 - d. In the event a petition in bankruptcy is filed by or against Owner or Agent, or in the event Owner or Agent makes an assignment for the benefit of creditors or takes advantage of any insolvency act, Owner or Agent may terminate this Agreement immediately, by providing notice to the other.
 - e. Within five (5) days after the termination of this Agreement, Agent shall close all accounts and pay the balances or assign all certificates of deposit regarding the Building to Owner. Within ten (10) days after the termination of this Agreement, Agent shall deliver to Owner all plans and surveys of the Building in its possession and all books and records concerning the Building. Within thirty (30) days after the termination of this Agreement, Agent shall submit to Owner all reports required under Paragraph 14 hereof to the date of such termination, and Agent and Owner shall account to each other with respect to all matters outstanding as of the date of termination.
27. **Notices.** All notices or other communications required or desired to be given under this Agreement shall be in writing and shall be delivered either personally or by U.S. certified mail, return receipt requested, which shall be deemed delivered upon personal delivery or on the date of the return receipt, to the parties at the addresses set forth in the first paragraph hereof. In the event of a change in the mailing addresses stated above, any addressee whose address changes hereby agrees to give notice of a new or forwarding address within seven (7) days of the effective date of said change to the other addressee, whereupon subsequent notices shall be addressed to such new or forwarding address.
28. **Amendment.** This Agreement constitutes the entire agreement between Owner and Agent, and no amendment or modification thereof shall be valid or enforceable except by supplemental agreement in writing, executed by the parties hereto or the party to be bound thereby.
29. **Waiver of Trial by Jury.** The parties to this Agreement expressly waive the right to trial by jury.
30. **Enforceability.** The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof. Remedies under this Agreement are cumulative, and the exercise of one remedy shall not be deemed an election of remedies nor foreclose the exercise

of Owner's other remedies. No waiver of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach. Owner or Agent may apply to any court, state or federal, located in the County of Cape May, New Jersey, for specific performance of this Agreement, for an injunction against any violation of this Agreement, or for such other relief as may be appropriate, since the injury arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.

31. **Governing Law.** The law of the State of New Jersey shall govern the interpretation and enforcement of this Agreement.
32. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or the intent of this Agreement.
33. **Execution of Counterparts.** For the convenience of the parties, this Agreement may be executed in multiple counterparts, each of which shall constitute a complete original of this Agreement, which may be introduced in evidence or used for any other purpose without the production of any other counterparts.
34. **Successors and Assigns.** This Agreement shall inure to the benefit of and constitute a binding obligation upon Owner and Agent and their respective successors and assigns; provided, however, that Agent shall not assign this Agreement, or any of its duties hereunder, without the prior written consent of Owner.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

OWNER:
Ocean City Community
Development Corporation

AGENT:
Housing Authority of City of Ocean City

By: _____
Name: Robert Barr
Title: President

By: _____
Name: Jacqueline S. Jones
Title: Executive Director

EXHIBIT A

AGREEMENT #21-0508-01 FOR ADMINISTRATION OF AFFORDABILITY CONTROLS

EXHIBIT B

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

**Ocean City Housing Authority
County of Cape May
State of New Jersey**

**RESOLUTION NO. 2023-71
A RESOLUTION APPROVING THE ADOPTION OF THE OCEAN CITY HOUSING
AUTHORITY PERSONNEL POLICY AND EMPLOYEE MANUAL**

WHEREAS, the Ocean City Housing Authority (the “Authority”) has promulgated Personnel Policies and an Employee Manual, with codified policies and procedures applicable to its employees, volunteers, and appointed officials (the “Personnel Policies”);

WHEREAS, the Authority is a member of the New Jersey Municipal Excess Liability Joint Insurance Fund (“NJ MEL”);

WHEREAS, the Authority has implemented the NJ MEL’s model employment practices risk control program (“Risk Control Program”);

WHEREAS, the NJ MEL’s Risk Control Program requires the Authority to make certain updates to its Personnel Policies, every two years;

WHEREAS, the NJ MEL has provided required and recommended policies for New Jersey municipalities and authorities, which contains the most recent updates to the Risk Control Program, in accordance with recent developments and enactments under New Jersey and federal law; and

WHEREAS, the Authority’s Board of Commissioners has determined that updated Personnel Policies should be adopted so that the Authority can implement and promulgate the NJ MEL’s most recent updates and suggestions regarding the Risk Control Program; and

WHEREAS, the members of the Authority’s Board of Commissioners have been provided with a copy of the updated Personnel Policies.

NOW, THEREFORE BE IT ADOPTED by the Board of Commissioners of the Ocean City Housing Authority that the Authority shall adopt and distribute to all employees, volunteers, and appointed officials, the aforementioned updated Personnel Policies and Employee Manual;

BE IT FURTHER ADOPTED that the Authority and its Executive Director, in consultation with the Authority Labor and Employment Attorney, shall be authorized to make additional and non-material revisions to the Personnel Policies and Employee Manual, prior to the Personnel Policies being issued to Authority employees, volunteers, and appointed officials.

BE IT FURTHER ADOPTED that the final version of the Authority’s Personnel Policies and Employee Manual shall be distributed to Authority employees, volunteers, and appointed officials on or by November 1, 2023.

This Resolution shall become effective November 21, 2023.

ADOPTED: November 21, 2023

VOTE:

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Commissioner McCall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Henry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Mumman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Broadley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chairman Barr	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OCEAN CITY HOUSING AUTHORITY

BY:  Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on November 21, 2023 at the Administrative Offices – 204 4th Street, Ocean City, New Jersey.

By:  Jacqueline S. Jones, Executive Director
Secretary/Treasurer

Ocean City Housing Authority
204 4th Street
Ocean City, New Jersey 08226

PERSONNEL POLICY & EMPLOYEE MANUAL

**Revision Date: November 21, 2023
Resolution #2023-71**

There is no promise, agreement, or contract of any kind contained in this Personnel Policy & Employee Manual ("the Manual"). Regardless of what the Manual says or provides, the Authority promises nothing and remains free to change wages and all other working conditions without having to consult anyone or with anyone's agreement. The Authority continues to have the power to terminate anyone with or without good cause subject to this Manual and Civil Service. Any omissions or errors in this Manual do not change the intent of the Manual.

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INTRODUCTION

EMPLOYEE PERSONNEL POLICY & EMPLOYEE MANUAL PROCEDURE:

Copies of the Personnel Policy & Employee Manual will be distributed and employees will be required to sign an acknowledgment of receipt that will be placed in the official personnel file. The Personnel Policy & Employee Manual will be revised and re-distributed whenever there is a significant change in personnel practice every three years.

At the time of employment, each employee is given access to the employee Portal which contains the following items:

- A copy of the Personnel Manual**
- A copy Table of Organization of the Authority**
- A sample copy of the Incident Report**
- A sample copy of the Employee's Evaluation Forms**
- A sample copy of the Behavioral Standards**
- A sample copy of the Employee Disciplinary form**
- A sample employee Grievance form**
- A sample copy of the Drug-Free Workplace Statement**
- A sample copy of the Authority's Travel Policy**

The employee is responsible to:

Review the employee Personnel Policy & Employee Manual and other policy revisions at least annually on the employee portal. HR Report icon will be indicated in red if review is required. Employees must certify policies have been reviewed on the portal.

OCEAN CITY HOUSING AUTHORITY
204 4th Street
Ocean City, NJ 08226

BE IT RESOLVED that the following shall be titled, "PERSONNEL POLICY of the Ocean City Housing Authority (hereinafter may be referred to the Housing Authority, the Authority, or the "Agency"), and that the same is hereby adopted as follows:

**PERSONNEL POLICY
OF THE
OCEAN CITY HOUSING AUTHORITY**

The Personnel Policy shall become effective immediately upon adoption by the governing body of the Ocean City Housing Authority, in the County of Cape May, State of New Jersey.

The provisions of the Personnel Policy as hereinafter set forth shall remain in effect until such time as it may be rescinded, modified, or altered, in whole or in part, by resolution of the governing body of the Ocean City Housing Authority, in the County of Cape May, State of New Jersey.

It is the intent of the Ocean City Housing Authority to treat all employees and prospective employees in a manner consistent with all applicable employment laws and regulations as they apply to both State and Federal regulations under which his/her employment is covered.

OCEAN CITY HOUSING AUTHORITY

204 4th Street
Ocean City, NJ 08226

EMPLOYER – EMPLOYEE DISCLAIMER

EMPLOYER’S STATEMENT

The Personnel Policy of the Ocean City Housing Authority was written for the purpose of setting forth guidelines and procedures through which the Housing Authority operates, as an entity, under Federal Rules & Regulations of the Department of Housing and Urban Development (HUD) and all applicable state and local laws.

The Ocean City Housing Authority wishes to make the following statement regarding its Personnel Policy. Within this Policy:

There is no promise, agreement, or contract of any kind contained in this Manual. Regardless of what the Manual says or provides, the Authority promises nothing and remains free to change wages and all other working conditions without having to consult anyone or with anyone's agreement. The Authority continues to have the power to terminate anyone with or without good cause subject to this Manual and Civil Service. Any omissions or errors in this Manual do not change the intent of the Manual.

The Ocean City Housing Authority reserves the right to change, delete, suspend, or discontinue any part or parts of this Manual at any time, without prior notice, and any such action shall apply to existing as well as future employees. Employees should be aware that these benefits and guidelines may be changed at any time, and that depending upon the circumstances of a given situation, the Employer’s actions may vary from the provisions of this Manual. As such, the contents of the Manual **DO NOT CONSTITUTE THE TERMS OF A CONTRACT OF EMPLOYMENT**. Nothing contained in this Manual should be construed as a guarantee of continued employment; but rather, **EMPLOYMENT WITH THE EMPLOYER IS ON AN AT-WILL BASIS**. This means that either the employee or the Employer, with or without cause, may terminate the employment relationship at any time with or without notice, for any reason not expressly prohibited by law. Any exception must be expressly authorized and signed by the Ocean City Housing Authority.

By signing this form, the employee states and confirms that he or she fully understands, acknowledges, and accepts the statement above.

(Employee's Signature)

(Date)

(Print Name)

AUTHORITY MISSION:

The Mission of the Ocean City Housing Authority is to serve our residents by providing a clean, safe and sanitary living environment with opportunities for self-sufficiency. To this end, the Agency shall implement fair and effective personnel policies and shall require all employees to support the organization's best interest.

GENERAL PERSONNEL POLICY:

It is policy of the Authority to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations. The personnel policies and procedures of the Authority shall apply to all employees, volunteer, appointed officials and independent contractors. In the event there is a conflict between these rules and any personnel services contract, or Federal or State law and the New Jersey Civil Service Act, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

The Executive Director and all managerial/supervisory personnel are authorized and responsible for personnel policies and procedures. The Executive Director shall have access to the Employment Attorney appointed by the Board of Commissioners for guidance in personnel matters.

As a general principle, the Housing Authority has a “no tolerance” policy towards workplace wrongdoing. Authority officials, employees, and independent contractors are to report anything perceived to be improper. The Authority believes strongly in an “Open Door Policy” and encourages employees to talk with their supervisor, Human Resources Director, Department Head, Executive Director, or the Employment Attorney concerning any problem.

The employee is required to follow the procedures in this Manual for reporting such problems.

The Personnel Policies and Manual adopted by the Board of Commissioners is intended to provide guidelines covering public service by the Ocean City Housing Authority and is not a contract. This Manual contains many, but not necessarily all the rules, regulations, and conditions of employment for Housing Authority personnel. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Ocean City Housing Authority.

The Agency is also committed to providing established working hours based upon organizational need; to provide compensation and benefits commensurate with the work performed; to monitor and comply with all applicable laws regarding employee safety; to provide supervision with instruction and to provide training opportunities for those whose talents and/or needs justify such training.

The Authority is also committed to being receptive to constructive suggestions regarding an employee's job objectives, job tasking, and performance standards that will improve or ensure the quality of work produced.

The Housing Authority, in return requires all employees to make every effort to create and maintain a cooperative atmosphere and to meet his/her annual employee objectives as defined in the Authority's Employee Job Evaluation and Employee Performance Review. The Agency also expects the employee to interact with its resident population in a professional manner; to perform assigned tasks efficiently; to practice punctuality, and to follow the policies adopted, by the Board of Commissioners.

The Ocean City Housing Authority retains the sole discretion to exercise all of its managerial functions, including its right to: promote, assign, supervise, discipline and dismiss employees within the legal framework of applicable laws related to the Agency.

The Authority also retains the sole discretion to define working hours, shifts, and employee transfers. Inherent in this right is the right to determine and change both the size and qualifications of its workforce and its methods of operation for the convenience or necessity of conducting its business.

To the maximum extent permitted by law, the employment practices of the Housing Authority shall operate under the legal doctrine known, as “employment at will.” Within Federal and State law, (including the New Jersey Civil Service Act), the Housing Authority shall have the right to terminate an employee at any time and for any reason, with or without notice, except the Housing Authority shall comply with all Federal and State legal requirements and those contained in this Manual requiring notice and an opportunity to be heard in the event of discipline or dismissal.

Ocean City Housing Authority

EMPLOYEE MEMO

TO: All Ocean City Housing Authority Employees
SUBJECT: Personnel Policy Manual

Established agencies operate with a personnel policy. A personnel policy formalizes the working relationship between the agency and its employees. Personnel policies are normally set forth in written form. This written form is generally referred to as a Personnel Policy Manual. In its effort to move into the future, the Housing Authority has updated its present Personnel Policy and created a comprehensive policy titled, Personnel Policy Manual. The Personnel Policy Manual has been reviewed by the Personnel Committee, the Board as a whole and approved by Board Resolution.

The Housing Authority has a definitive Mission. The Mission of the Ocean City Housing Authority is to promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination. The Housing Authority shall service the housing and social needs of lower income, elderly, handicapped, and family households living and working in its jurisdiction. This Mission can only be accomplished through the efforts of all its employees working together, as a team.

In order for our organization to continue to provide the best services possible, it is necessary for all levels of employees to understand and accept the basic structure in managing the operation of the Authority, but on different levels. It is also essential for all employees to know how policies help the Agency limit its legal exposure.

The governing Board and all levels of management are responsible for the implementation of the policies within their immediate area of supervision. All supervisory personnel must be able to understand, and translate these policies into action. The supervised employee must also understand the importance of the policies and assist management in implementing the policies to the best of their ability. When these policies and principles are implemented properly they enable the Authority to successfully implement its various programs to understand the purpose and value of such employment policies and it is the responsibility for supervisors to teach their value.

As an employee of the Authority, you are requested to familiarize yourself with the contents of the Personnel Policy Manual. Working together we can implement the numerous working-practices fairly, effectively, and for the improvement of the Ocean City Housing Authority and its residents.

AUTHORITY, BOARD OF COMMISSIONERS, AND COMMITTEES

POLICY STATEMENT

The Ocean City Housing Authority is a Public Housing Authority and is comprised of seven members. The City of Ocean City appoints six Commissioners and the Governor of the State of New Jersey appoints the seventh member. Each Commissioner serves a five-year term.

The Authority is federally funded by the Department of Housing and Urban Development (HUD), in Washington, DC.

The Mission of the Ocean City Housing Authority is to promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination. The Housing Authority shall service the housing and social needs of lower income, elderly, handicapped, and family households living and working in its jurisdiction. As an Agency of the Federal Government, the Authority must operate under all applicable laws. As an entity, the Authority must operate by a specific set of by-laws and administrative guidelines in order to operate properly, efficiently, and legally.

The specific line of "vested authority" is defined specifically in the Authority's by-laws, which require a formal board of officers.

The by-laws clarify the duties of the officers, the appointment or election of Commissioners, all matters related to meetings, the order of business, and the manner of voting.

THE TABLE OF ORGANIZATION

- A. All positions shall be established in accordance with the Table of Organization, which shall set forth areas of responsibility and lines of authority.
- B. The Executive Director shall maintain the Table of Organization. The Executive Director shall be responsible to review and update the Table of Organization, annually.
- C. The Table of Organization shall be supported with clear written job descriptions. Each employee shall have written Job Objectives, Tasking Elements (relating to the objectives) of the position and Performance Standards on which job performance will be measured.
- D. Pictorial Diagram of the Table of Organization (See Exhibits).

SECTION 1: COMPOSITION OF BOARD OF COMMISSIONERS

- A. Shall be comprised of seven (7) members and a Secretary-Treasurer.
- B. There shall be three (3) officers: Chairman, Vice Chairman, and the Secretary-Treasurer.
- C. The Board chooses the Secretary-Treasurer; usually it is the Executive Director
- D. Commissioners are appointed by the local government or appointed by the Governor of the State. Commissioners are appointed for a five (5) year term.

- E. All Board members must obtain a certificate of recognition through the NJ Local Housing & Redevelopment Agency Training Program within 18 months of appointment for Commissioners and within 12 months of appointment for the Executive Director.

SECTION 2: RESPONSIBILITY OF THE BOARD OF COMMISSIONERS

As a governing body, the Board Members are responsible:

- A. For the whole organization and all that happens to the organization.
- B. For being a Policy-Making body, enacted by Board Resolution.
- C. For outlining the Board's parameters that sets the course, the direction, and the action the Authority takes to accomplish the Mission of the Authority.
- D. For developing long-range plans, for the Agency.
- E. For acting as a guide and support system to the administration.
- F. For acting as a whole body charged with hiring, and dismissing the Executive Director.
- G. For delegating authority to the Executive Director to operate and manage the Authority, as an entity.

On behalf of the whole Board, the Chairman has the privilege of creating Special Board Committees. The Chairman may appoint (3) Commissioners to each Special Board Committee.

Special Committees shall be charged with the sole purpose of studying various issues.

SECTION 3: BOARD COMMITTEES

- A. Board Committees meet informally, as needed.
- B. Board Committees shall have no authority, but to study issues and report to the full Board, at formal meetings.
- C. Each Board Committee shall be comprised of three (3) Commissioners.
- D. One of the three Commissioners shall act as Chairman to provide a report to the full Board.
- E. Each Board Committee shall have at least two (2) administrative staff as members who shall provide information.
- F. Board Committees may be disbanded.
- G. Members selected for the individual Committees may be changed when the Board and the administration deem beneficial.

SECTION 4: NAMES OF BOARD COMMITTEES

- A. COMMISSIONERS - PERSONNEL COMMITTEE
- B. COMMISSIONERS - BUDGET COMMITTEE
- C. COMMISSIONERS - INSURANCE COMMITTEE
- D. COMMISSIONERS - HOUSING COMMITTEE
- E. COMMISSIONERS - PROCUREMENT/EXPENDITURES/CONTRACT COMMITTEE
- F. COMMISSIONERS - RESIDENT INITIATIVES

SECTION 5: DELEGATION: INVESTMENT OF AUTHORITY

THE EXECUTIVE DIRECTOR

The responsibility for the day-to-day operation of the Authority is vested in the Executive Director. The Executive Director acts as the Secretary of the Board of Commissioners. The position of the Executive Director is a position of trust and cooperation, of the highest level.

The Executive Director is the authority in matters of routine management. The Executive Director is responsible for, but shall not be limited to the following areas:

- a) Implementation of policies
- b) Negotiations, public relations and public events on behalf of the Authority
- c) Oversees the assets of the organization
- d) Hires, directs, evaluates, and disciplines all line staff
- e) Providing the information to the Board of Commissioners regarding current changes in rules and regulations as they apply to the Authority
- f) Reports results of Board actions
- g) Remaining knowledgeable and current on federal and state laws
- h) Providing accurate and appropriate reports

The Executive Director has the exclusive authority to appoint, promote, or transfer personnel.

In the event an employee is transferred, demoted, suspended, or terminated due to disciplinary action, the final decision to affect employment or termination shall be vested in the Executive Director.

SECTION 6: EVALUATION OF EXECUTIVE DIRECTOR

The Executive Director is the single employee under contract of Performance Agreement to the Board of Commissioners. The Executive Director's Job Description is part of the Performance Agreement.

The Personnel Committee, comprised of members from the Board of Commissioners, is responsible for performing a written Annual Employee Evaluation & Job Performance Review on the Executive Director.

The goals and objectives developed by the Executive Director and the Board of Commissioners, which the Executive Director is expected to meet, change from time to time and year to year. As a result of these natural changes in the nature of public housing, the Performance Planning Record and Defined Goals are not specifically outlined, herein.

SECTION 7: EMPLOYEE SUPERVISION.

Employee supervision is important to the employee as it is to administration. Supervisory personnel are important because they assist management in the disbursement of information and assist the agency by enhancing the flow and coordination of work to be accomplished. By working together, employees and their supervisors provide the hands-on personnel that make it possible for the Agency to accomplish its Mission.

SECTION 8: DEPARTMENT SUPERVISORS.

1. The work of all employees shall be assigned, directed, and reviewed by supervisory personnel.
2. Normally employees will have only one supervisor, to whom they report.
3. Supervisory personnel are expected to clearly communicate the goals and policies of management to the employees, under his/her direction.
4. Supervisory personnel will be responsible for informing each employee under their supervision the following, but shall not be limited to the following job-related information:
 - a) The employee's job-objectives
 - b) The tasks required to meet the employee's objectives
 - c) The performance standards expected of him/her
 - d) The behavioral standards expected while at the workplace

EMPLOYEE RIGHTS AND OBLIGATIONS

SECTION 1: ANTI- DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY.

The Authority is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination (LAD). Under no circumstances will the Authority discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, familial status, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy (including pregnancy related medical conditions), childbirth, breastfeeding, liability for service in the United States Armed Forces, gender identity or expression, and/or any other characteristic protected by law. The Authority will not discriminate with regard to any term, condition or privilege of employment, including compensation.

Decisions regarding the hiring, promotion, transfer, demotion, or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer to their Executive Director or the Human Resources Director. Any employees with questions or concerns about any type of discrimination or harassment in the workplace are encouraged to bring these issues to the attention of management through the complaint procedure set forth in the Anti-Harassment Policy set forth in this Manual.

SECTION 2: ANTI-HARASSMENT POLICY.

It is the Authority's policy to prohibit harassment of an employee by another employee, resident, management representative, supplier, volunteer, or business invitee. on the basis of actual or perceived sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy (including pregnancy related medical conditions), childbirth, breastfeeding liability for service in the United States armed forces, gender identity or expression, and/or any other characteristic protected by law. Harassment includes, but is not limited to, slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, caricatures or representations of persons using electronically or physically altered photos, drawings, or images, and other similar verbal, written, printed, or physical conduct and engaging in threatening, intimidating, or hostile acts, in the workplace, based on a protected group status

If an employee is witness to or believes to have experienced harassment, immediate notification of the supervisor or other appropriate person should take place.

Harassment of any employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to his/her supervisor, or the Human Resources Director. Appropriate action will be taken against any non-employee.

Notification of appropriate personnel of any harassment problem is essential to the success of this policy and the Authority generally. The Authority cannot resolve a harassment problem unless it knows about it. Therefore, it is the responsibility of all employees to bring those kinds of problems to attention of the appropriate officials so that steps are taken to correct them.

Violation of this harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

SECTION 3: ANTI-SEXUAL HARASSMENT POLICY.

It is the Authority's policy to prohibit sexual harassment of an employee by another employee, resident, management representative, supplier, volunteer, or business invitee. The Authority prohibits sexual harassment from occurring in the workplace or at any other location at which an Authority sponsored activity takes place. Sexual harassment of non-employees by Authority employees is also prohibited.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct, gestures or communications, expressed or implied, of a sexual nature when:

- Submission to such conduct or communication is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct or communication by an individual is used as the basis for an employment decision affecting the individual; or
- Such conduct or communication has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

As to non-employees, unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly in exchange for a benefit;
- Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Prohibited Conduct. No supervisory employee shall threaten or insinuate either directly or indirectly, that an employee's refusal to submit to sexual advances will adversely affect the employee's continued employment, evaluation, compensation, assignment, advancement, or any other condition of employment. Similarly, no supervisory employee shall promise or suggest either directly or indirectly, that an employee's submission to sexual advances will result in any improvement in any term or condition of employment for the employee.

Other sexually harassing conduct in the workplace, whether committed by supervisory or non-supervisory personnel is also prohibited. This includes, but shall not be limited to:

- Sexual flirtations, advances, propositions, subtle pressure for sexual activity, flirtatious whistling, discussing sexual activities;
- Verbal abuse of a sexual nature including sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, and foul or obscene language or gestures;
- The display of sexually graphic pictures or pictures of an offensive nature, or objects in the workplace, including sexually suggestive written material such as letters, notes, facsimiles, text messages and e-mails;

- Any unwelcome sexually motivated touching, including, for example, patting, pinching, hugging, cornering, blocking or impeding movement and repeated brushing against another employee's body

Sexual harassment also occurs when one person harasses another solely because of the victim's gender. This type of sexual harassment may involve unwelcome sexual demands or overtures, but it may also take the form of other harassing conduct not necessarily sexual in nature. For example, this would include gender stereotyping such as comments about the lesser abilities, capacities, or the "proper role" of females. It also includes subjecting a woman or a man to non-sexual harassment solely because of his or her gender. Sexual harassment is prohibited whether the harasser is male or female, and whether the harassment is opposite sex or same-sex harassment.

If an employee is a witness to or believes that the employee has experienced sexual harassment, he or she must immediately notify his/her supervisor or other appropriate person in accordance with the Employee Complaint Policy.

Harassment of Authority employees by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to his/her supervisor. Appropriate action will be taken against any non-employee.

Notification by employees to appropriate personnel of any harassment problem is essential to the success of this policy and the Authority generally. The Authority cannot resolve a harassment problem unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps may be taken to correct them.

Violation of this sexual harassment policy will subject employees to disciplinary action, up to and including immediate discharge.

SECTION 4: WHISTLE BLOWER POLICY.

Employees have the right under the "Conscientious Employee Protection Act (CEPA)" to report any activity, policy or practice that the employee reasonably believes is in violation of a law, rule, or regulation promulgated pursuant to law. This right shall be communicated to all employees in an annual letter outlining the specific employee complaint procedure and in a posted notice. A written acknowledgement that the employee received this letter will be included in the employee's official personnel file. The annual notice shall be in English and Spanish and must contain the name of the person who is designated to receive written notification of policies or practices that might violate CEPA. All complaints will be taken seriously and promptly investigated.

The Authority shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

- Disclosing or threatening to disclose to a supervisor, Executive Director, other official or to a public body, as defined in the Conscientious Employee Protection Act (N.J. S.A. 34:19 et seq.) an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;
- Providing information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or
- Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of a law, rule or regulation

promulgated pursuant to law; is fraudulent or criminal; or is compatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the statute, the employee must bring the violation to the attention of the Authority. However, disclosure is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is an emergency in nature. Employees are encouraged to report violations in writing using the Incident Report Form, but may report a violation verbally at their discretion. Under the law, the employee must give the Authority a reasonable opportunity to correct the activity, policy or practice.

SECTION 5: EMPLOYEE COMPLAINT PROCEDURE AND POLICY.

Employees who wish to complain of harassment, sexual harassment, discrimination, or any other workplace wrongdoing are requested to immediately report the matter to their supervisor, or, if they prefer, or do not think that the matter can be discussed with their supervisor, they should contact the Executive Director, or the Employment Attorney. Reporting of such incidents is encouraged both, when an employee feels that he or she is subject to such incidents, or observes such incidents in reference to other employees. Employees are encouraged to complain in writing using the Employee Complaint form, attached hereto as Exhibit A, but may make a verbal complaint at their discretion. The Authority will immediately address and investigate all complaints, whether verbal or in writing.

If the employee has any questions about what constitutes harassment, sexual harassment, discrimination, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above. All reports of harassment, sexual harassment, or other wrongdoing will be promptly investigated by a person who is not involved in the alleged harassment or wrongdoing.

No employee will be penalized in any way for reporting a good-faith complaint. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action, up to and including dismissal, will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. Actions taken internally to investigate and resolve harassment complaints will be conducted confidentially to the extent practicable and appropriate in order to protect the privacy of persons involved. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge. The employee will be notified of a decision or of the status of the investigation within a reasonable time from the date of the report an incident.

SECTION 6: AMERICANS WITH DISABILITIES ACT POLICY/ NEW JERSEY PREGNANT WORKERS FAIRNESS ACT.

In compliance with the Americans with Disabilities Act, the New Jersey Law Against Discrimination, and the New Jersey Pregnant Workers Fairness Act, the Authority does not discriminate based on disability, pregnancy, pregnancy related medical conditions, or childbirth. The Authority will endeavor to make every work environment handicap accessible and all future construction and renovation of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines, as well as the ADA Amendments Act.

It is the policy of the Authority to comply with all relevant and applicable provisions of the Americans with Disabilities Act, the ADA Amendments Act, the New Jersey Law Against Discrimination, and the New Jersey Pregnant Workers Fairness Act. The Authority will not discriminate against any qualified employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known or perceived disability, pregnancy, childbirth or pregnancy related medical condition. In the case of an employee breastfeeding her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to work area for the employee to express breast milk for the child.

Submitting Requests for Accommodation(s). Qualified employees or prospective employees with disabilities and/or qualifying medical conditions may request accommodations that will allow the employee to perform the essential functions of their job or gain access to the hiring process. Employees or prospective employees should direct their written request to the Authority's Executive Director. In the written request, the employee or prospective employee should identify the nature of the disability or medical condition and identify the requested accommodation(s). Requests should be made to the following:

Jacqueline Jones, Executive Director
Ocean City Housing Authority
204 4th Street
Ocean City, NJ 08226
jjones@vha.org

Review of Requests for Accommodations. The Authority will promptly review all requests for accommodations, and will determine whether the accommodation will allow the employee or applicant to safely perform the essential functions of the job. A request may be denied if the proposed accommodation will not allow the employee to perform the essential functions of the job, or if the accommodation would otherwise impose an undue hardship or financial burden on the Authority.

During the Authority's review of a request for an accommodation, the Executive Director or her designee may request additional information or clarification from the employee's or applicant's treating physician. The Authority may require the employee or applicant to provide adequate medical or other appropriate documentation of the disability and the need for the desired accommodation. When the Authority is unable to grant a request for an accommodation, the Executive Director or her designee shall engage in an interactive dialogue with the employee or applicant to identify and determine whether any alternative accommodations are available.

Light Duty and Other Accommodations. All decisions with regard to reasonable accommodations shall be made by the Executive Director. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the Authority to offer permanent "light duty", relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc. In the case of an employee breastfeeding her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to work area for the employee to express breast milk for the child.

Employees should also offer assistance, to the extent possible, to any member of the public who requests or needs an accommodation when visiting the Authority's facilities. Any questions concerning proper assistance should be directed to the Executive Director.

Any person who believes their rights under the ADA/NJLAD have been violated may contact the New Jersey Division on Civil Rights at 1-833-NJDCR4U (833-653-2748) or online at www.NJCivilRights.gov, and may file a complaint with the Division within 180 days of the incident.

SECTION 7: WORKPLACE VIOLENCE POLICY.

The Authority will not tolerate workplace violence. Violent acts or threats made by an employee against another person or property are cause for immediate dismissal and will be fully prosecuted. This includes any violence or threats made on Authority property, at Authority events or under the circumstances that may negatively affect the Authority's ability to conduct business.

Prohibited conduct includes:

- Causing physical injury to another person
- Making threatening remarks
- Aggressive hostile, or bullying 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
- Possession of a weapon while on Authority property or while on Authority
- Committing acts motivated by, or related to, sexual harassment or domestic violence

Any potentially dangerous situations must be immediately reported.

SECTION 8: NEPOTISM AND CONFLICT OF INTEREST.

The employment of persons directly or through contract of the Authority shall be consistent with the ANNUAL CONTRIBUTION CONTRACT (ACC), PART II (Form HUD-533012A, 7/95).

A. In addition to any other applicable conflict of interest requirements, neither the Housing Authority, nor any of its contractors or subcontractors, may enter into any contract, subcontract, or arrangement in connection with a project under this ACC in which any of the following classes of people has an interest (direct or indirect) during his/her tenure and for one (1) year thereafter.

- (1) Any present or former member of the governing body of the Housing Authority, or any member of the officer's immediate family.

Exception: There shall be exempted from this prohibition:

Any present or former tenant commissioner who does not serve on a resident corporation, and who otherwise does not occupy a policy making position with the Resident corporation, the Authority, or a business entity.

- (2) Any employee of the Housing Authority who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
- (3) Any public official, member of the local governing body, or state or local legislature, any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or the Housing Authority.

Any member of these classes of persons must disclose the member's interest or prospective interest to the Housing Authority or HUD.

The provisions of this subsection shall not apply to the General Depository Agreement entered into with an institution regulated by a Federal agency, or to utility service for which the rates are fixed or controlled by a State or local agency.

Nothing in this section shall prohibit a tenant of the Authority from serving on the governing body of the Authority.

- B. The Authority may not hire an employee in connection with a project under this ACC if the prospective employee is an immediate family member of person belonging to one of the following classes:
- (1) Any present or former officer of the governing body of the Authority. There shall be exempted from this prohibition any former tenant Commissioner who does not serve on the governing body of a resident Corporation, and who otherwise does not occupy a policy making position with the Housing Authority.
 - (2) Any employee of the Housing Authority who formulates policy or who influences decisions with respect to the project(s).
 - (3) Any public official, member of the local governing body, or State, or local legislature, who exercises functions or responsibilities with respect to the project(s) or the Housing Authority.
 - (4) The prohibition referred to in Section B - Nondiscrimination subsection (1) shall remain in effect throughout the class member's tenure and for one (1) year thereafter.

The class member shall disclose to the Housing Authority and HUD the member's familial relationship to the prospective employee.

The Housing Authority Board of Commissioners may waive the requirements of this subsection B(1) for good cause, provided that State and local law permit such waiver.

For purposes of this section, the term "immediate family member" means the spouse, mother, father, brother, sister, or child of a covered class member (whether) related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild.

SECTION 9: POLITICAL ACTIVITY POLICY.

Employees have the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using Authority time, supplies, or equipment in any political activity. Additionally, State law precludes employees from directly or indirectly using their position to control or affect the political action of another person. In accordance with the Hatch Act and Federal regulations, an employee whose principal employment is with a program financed in whole or in part by Federal funds or loans shall not:

- be a candidate for public office in a partisan election. (This provision does not apply to the elected head of an executive department or an individual holding elective office, where that office is the sole employment connection to federally funded programs.)
- use his/her official authority to influence, to interfere with or affect election results or nominations for office.

- directly or indirectly coerce contributions from any employee to support a political party or candidate. See The Hatch Act, 5 U.S.C. § 1501 et seq.

Any violation of the policy must be reported to the Executive Director, or the Employee Attorney.

SECTION 10: DRIVER'S LICENSE POLICY.

Any employee whose work requires the operation of Authority vehicles must hold a valid New Jersey State Driver's License.

All new employees who will be assigned work entailing the operating of an Authority vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment. Applicants driving status must also be in good standing.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by the Authority. Any employee who does not possess a valid driver's license will not be allowed to operate an Authority vehicle until such time a valid license is obtained.

Any employee performing work which requires the operation of an Authority vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked. An employee that fails to report such an instance is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate an Authority vehicle shall be subject to possible termination.

Any information obtained by the Authority in accordance with this section shall be used by the Authority only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C S 2721 et seq.).

VEHICLE MAINTENANCE & OPERATION POLICY

The Operations/Maintenance Department will maintain the Authority's vehicles by verifying the GPS tracking device reporting, reducing the risk of injury to employees and the traveling public, improving utilization efficiencies, and minimizing the loss resulting from property damage claims.

Employees are only permitted to operate and/or ride in Authority-owned or rented vehicles for official business. Use of such vehicles for personal business is strictly prohibited.

Employees are not permitted to use a wireless telecommunications device while operating an Authority-owned or rented vehicle, unless such vehicle is lawfully parked. "Use" of a wireless telecommunications device includes: writing, sending or reading a text-based message or e-mail; reading or posting to social media; taking photographs or video recordings; and engaging in a call (on hand-held devices). Law enforcement may charge an employee's texting or e-mailing while driving as a moving violation. Such violations are reportable offenses.

Employees who operate an Authority-owned or rented vehicle are personally responsible for traffic and parking ticket fines, except those due to the vehicle's condition. Employees are also responsible for removing all trash and personal belongings from such vehicles. Employees are responsible for having the vehicle cleaned and washed at the Authority's expense.

Employees who operate an Authority-owned or rented vehicle are responsible for maintaining at least one-fourth (1/4) tank of gas at all times. After an employee uses a vehicle, the employee must ensure that

the vehicle has at least one-fourth (1/4) tank of gas. Employees must also return vehicle keys and fuel cards to their designated locations immediately after use.

Employees must document all vehicle maintenance issues and report such issues to the Operations or Maintenance Supervisor. If an employee's Authority-owned or rented vehicle breaks down and/or needs emergency repairs, the employee must immediately notify the Operations or Maintenance Supervisor.

Authority-owned or rented vehicles must remain locked and parked in the Authority's designated parking areas. While operating Authority-owned or rented vehicles, Employees should utilize the most efficient routes possible, in order to minimize loss in productivity.

Authority-owned vehicles are equipped with a Global Positioning System (GPS) that monitors the vehicles' operations, including, but not limited to speed, location, idle times, and routes. Monitoring such usage permits the Authority to identify means by which to reduce fuel costs, increase driver safety, improve utilization efficiencies, and identify vehicle misuse. Because vehicle usage is monitored, employees have no expectation of privacy while operating or riding as a passenger in an Authority-owned vehicle. Excessive idling time is impermissible and is a violation of NJ law.

Employees are hereby informed that a "zero tolerance" approach will be taken, and termination will be the recommended penalty for any identified attempt to remove, disable or otherwise tamper with a GPS device installed on an Authority-owned vehicle.

SECTION 11: DRUGS AND ALCOHOL POLICY.

The Authority recognizes that the use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. Any employee who is observed by a supervisor to be intoxicated or under the influence of alcohol or drugs, including marijuana, during working hours or is under the reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor will immediately report any reasonable suspicions to the Executive Director.

An employee will be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

As it relates to cannabis, an employee will be subject to adverse action if there is both a positive drug test, confirmed by a licensed laboratory, and a determination of reasonable suspicion based on documentation of physical signs or other evidence of impairment during the employee's work hours. When the New Jersey Cannabis Regulatory Commission issues standards for certification of a Workplace Impairment Recognition Expert ("WIRE"), an employee will be subject to adverse action if there is both a positive drug test and a physical evaluation by a WIRE.

Applicants for non-CDL positions will not be denied employment based solely on a positive pre-employment drug test for cannabis, except for law enforcement officers assigned to a federal task force, holding a federally regulated license requiring testing, or applying to an agency that is specifically required to test for cannabis by the terms of a federal contract or federal grant.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs, including marijuana, on Authority premises or during work hours by employees are strictly prohibited.

Employees must notify their supervisor within five (5) days of conviction for a drug violation in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify their supervisor who is required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. Authority personnel who hold a Commercial Driver's License (CDL) are subject to the provisions of the Commercial Driver's Licenses Drug and Alcohol Testing Policy (a program to assist employees who may have a drug/alcohol problem is provided through the Authority's Employee Assistance Program).

No prescription drug should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over-the-counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs that are not prescribed in their name on Authority property or while performing Authority business. Soliciting or distributing prescription drugs for or to other employees is also strictly prohibited.

SECTION 12: WORK SAFETY AND FIRST AID POLICY.

The Authority will provide a safe and healthy work environment and shall comply with the Public Employees Occupational Safety and Health Act (PEOSHA). The Authority is equally concerned about the safety of the public. Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Failure to do so constitutes grounds for disciplinary action.

Any occupational or public unsafe condition, practice, procedure or act must be immediately reported to the Safety Officer, Executive Director, or Human Resources Director. Any on-the-job accident or accident involving Authority facilities, equipment or motor vehicles must also be immediately reported to the supervisor and to the Human Resources Director. The Authority has appointed a Safety Committee that meets on a regular basis to discuss and recommend solutions to safety problems. Employees are encouraged to discuss safety concerns with their Safety Committee Representative.

A. Administrative Duties.

Risk Management, is responsible for establishing and implementing the written First Aid Program. This person has full authority to make necessary decisions to ensure the success of this program. Copies of this written program may be obtained from Risk Management in the CMHA Administration building. If after reading this program, you find that improvements can be made, please contact Risk Management. We encourage all suggestions because we are committed to the success of this written program.

B. First Aid Personnel.

The CMHA nurse is readily available for advice and consultation on matters of health. The National EMS Education and Practice Blueprint lists the following first aid designations:

- **First aid provider:** Occupationally required to be trained in first aid even though they may not be specifically obligated by law to perform first aid. Responds as a "Good Samaritan." Uses a limited amount of equipment to

perform initial assessment and provide immediate life support and care while awaiting arrival of emergency medical services (EMS).

- **First responder:** Uses a limited amount of equipment to perform initial assessment and intervention and is trained to assist other EMS.
- **Emergency Medical Technician (EMT)-Basic:** The 2nd level of professional emergency medical care provider. Qualified to function as the minimum staff for an ambulance.
- **EMT-Intermediate:** The 3rd level of professional emergency medical care provider. Can perform essential advanced techniques and administer a limited number of medications.
- **Paramedic:** The 4th level of professional emergency medical care provider. Can administer additional interventions and medications.

The following person(s) are trained to render first aid at The Ocean City Housing Authority:

Name/Title and first aid designation: Department and telephone #:

Donna Pflaumer/Nurse

856-691-4099 x: 110

The nearest hospital, clinic, or infirmary, South Jersey Healthcare, is located at 1505 W Sherman Avenue, Vineland, NJ 08360. That means that South Jersey Healthcare is considered in near proximity because it is within three to four minutes away.

C. First Aid Supplies and Equipment.

The Authority provides basic First Aid supplies located in the Administrative Offices, Maintenance Shop, D'Orazio Maintenance Shop, Olivio Towers Maintenance Shop. The CMHA nurse checks the first aid supplies once quarterly. Supplies are replaced promptly when expended.

Because we have injurious corrosive materials, the Authority provides drenching and flushing facilities that meet the specifications of ANSI Z358.1, Emergency Eyewash and Shower Equipment.

Because it is reasonably anticipated that employees listed above will be exposed to blood or other potentially infectious materials while rendering first aid, we provide the following personal protective equipment: non-latex gloves, masks, safety glasses

D. Training/ First Aid Procedures.

Training is the heart of our First Aid Program. Employees should NOT attempt to rescue or treat an injured or ill employee unless they are qualified to do so. Employees should NOT touch or move any injured person unless they are in imminent danger. Instead, they should contact someone who is qualified. This includes rendering assistance to residents or visitors on CMHA properties. If you do not have the proper credentials you should NOT attempt to rescue or treat an injured or ill person. Rather, you should stay with the person and contact a qualified resource such as Vineland EMS.

Employees who are qualified to render first aid have completed a national recognized course as a first responder.

E. Accident Reporting.

After the immediate needs of an injury or illness emergency have been met, we require our employees to report the event to their supervisor. Employee must complete an Incident Report form in its entirety on the day of incident. Extremely minor injuries, like a small bruise, do not need to be reported. However, those injuries and illnesses involving professional treatment, time away from work, or a near miss of a more serious accident, must be reported to an employee's supervisor. Even injuries that do not become apparent until after the cause must be reported. For example, back pain that develops over a period of time must be reported. All injuries should be reported to Human Resources as quickly as possible.

F. Recordkeeping.

Human Resources and/or Risk Management is responsible for maintaining records and documentation relating to first aid, injuries, illnesses, and accidents.

SECTION 13: CONTAGIOUS DISEASE POLICY.

It shall be unlawful employment practice for the Ocean City Housing Authority, any employee, or supervisor to do or attempt to do any of the following as a result of the fact, in whole or in part, that a person has AIDS, associated conditions or other contagious diseases:

- Fail to refuse to hire, or to discharge any person, or otherwise to discriminate against any person with respect to compensation, terms, conditions, or privileges of employment;
- Limit, segregate or classify employees or applicants for employment in any manner, which would deprive or tend to deprive any person of employment opportunities, or adversely affect his or her employment status;
- Fail or refuse to refer for employment any person, or otherwise to discriminate against any person;
- Fail or refuse to include in its membership or to otherwise discriminate against any person; or to limit, segregate or classify its membership; or to classify or fail or refuse to refer for employment any person in any way which would deprive or tend to deprive such person of employment opportunities, or otherwise adversely affect his or her status as an employee or as an applicant for employment;
- Discriminate against any person in admission to, or employment in, any program established to provide apprenticeship or other training or retraining, including any on-the-job training program.

SECTION 14: LEGAL REPRESENTATION POLICY.

Whenever an employee of the Authority is a defendant in any action or legal proceeding **arising out of and directly related to and in the furtherance of his official duties:**

- A. The Authority will provide said employee with the necessary means for the defense of such actions or proceeding.
- B. **But, not for his defense in a disciplinary proceeding that is:**
 - 1) Instituted against him by the Authority, or
 - 2) In a criminal proceeding instituted as a result of a complaint on behalf of the Authority **or**
 - 3) Any other official body, including but not limited to, the State of New Jersey and/or a municipality
 - 4) In no event will the Authority be responsible for any fines, penalties, and/or costs in a conviction for said offenses.

SECTION 15: FALL PROTECTION POLICY.

These written fall protection procedures establish uniform requirements designed to ensure that fall protection training, operation, and practices are communicated to and understood by the affected employees. These requirements are also designed to ensure that procedures are in place to safeguard the health and safety of all employees.

It is the policy of the Authority to permit only employees trained in fall protection procedures to work in areas where fall hazards occur, to reduce likelihood of fall accidents and to help ensure a safe workplace.

A. Administrative Duties.

Risk Management is responsible for developing and maintaining this written Fall Protection Plan. This person is solely responsible for all facets of the plan and has full authority to make necessary decisions to ensure the success of this plan. Risk Management is also qualified, by appropriate training and experience that is commensurate with the complexity of the plan, to administer and oversee our fall protection plan and conduct the required evaluations of plan effectiveness.

If, after reading this plan, you find that improvements can be made, please contact Risk Management. We encourage all suggestions because we are committed to creating a safe workplace for all our employees, and a safe and effective fall protection program is an important component of our overall safety plan. We strive for clear understanding, safe work practices, and involvement in the program from every level of the company.

B. List of Affected Areas.

The following table lists all areas with fall hazards, the type of fall hazard in the area, and the employees who are affected by the fall hazard:

Area/Department	Type of Fall Hazard (ladders, stairs, etc.)	Employees Affected (by name or by position)
All Buildings & Roofs	Ladders	All Staff

C. Pre-Work Check.

Prior to beginning work in any area or on any device where fall hazards exist, a pre-work check must be completed that includes the following items:

Stairs

- All required covers or guardrails must be in place.
- All handrails or guardrails are in place on stairways.
- All treads and risers on stairs are in good repair.
- Non-slip surfaces are in place on stairs.
- All stairs meet PEOSHA and ANSI specifications for design and safety.

Ladders

- Gripping safety feet in place and secure on ladders.
- Wooden ladders are coated with suitable protective material.
- All parts and fittings on ladders are secure.
- Non-slip surfaces are in place on ladder rungs.
- When setting ladder up, footing of ladder is secure on a firm, level, and non-skid surface and top of ladder is placed against a solid, stationary object.
- All ladders meet PEOSHA specifications for design and safety.
- When using an extension ladder 2 employees must be present, one to climb the other to spot the ladder.

Floor & Wall Openings

- All floor and wall openings are safely covered or blocked from access.
- If not safely covered and blocked from access, the opening has someone assigned for constant attendance to it.

D. Work Procedures.

If any one of the conditions described in Pre-Work Check is not met for the area or piece of equipment posing a potential fall hazard, then employees may **not** perform that work until the condition is met. If the condition cannot be remedied immediately, a supervisor or Risk Management must be notified of the problem.

If the situation calls for use of fall protection devices, such as harnesses, or positioning or restraining devices, such as belts, then the employee must don

such protective equipment before beginning the work and use it as intended throughout the duration of the work.

Only employees trained in such work are expected to perform it.

To prevent slipping, tripping, and falling, all places of employment, passageways, storerooms, and service rooms must be kept clean and orderly and in a sanitary condition. The floor of every workroom will be maintained in a clean and, so far as possible, dry condition. Where wet processes are used, drainage will be maintained and false floors, platforms, mats, or other dry standing places are provided where practicable.

To facilitate cleaning, every floor, working place, and passageway will be kept free from protruding nails, splinters, holes, or loose boards.

E. Training Program.

Under no circumstances will an employee work in areas of high fall hazards, do work requiring fall protection devices, or use fall protection devices until he/she has successfully completed this company's fall protection program. This includes all new employees, regardless of claimed previous experience.

The training program includes classroom instruction and operational training on each specific area of fall hazard involved in the work of the employee. Risk Management is responsible for conducting the training.

Individuals in the following departments receive training: Maintenance

Risk Management will arrange for all new maintenance employees to schedule required instruction.

Classroom training consists of:

- Review of these written procedures by employee.

Operational training consists of:

- Pre-operational check.
- Review of ladders in use by the Housing Authority and how to set them up

F. Recordkeeping.

Risk Management maintains training records which include the following information:

- the date the training was provided,
- the specific area of fall hazard involved in the work of the employee, and
- a certification signed by the employee receiving the training.

These training records are kept by HR.

G. Disciplinary Procedures.

Constant awareness of and respect for fall protection procedures and compliance with all safety rules are considered conditions of employment. Supervisors and individuals in the Safety and Personnel Department reserve the right to issue disciplinary warnings in accordance with the CMHA disciplinary policy to employees, up to and including termination, for failure to follow the guidelines of this program.

SECTION 16: PERSONAL PROTECTIVE EQUIPMENT POLICY.

The Ocean City Housing Authority has developed a written Personal Protective Equipment program (PPE program) to document and specify all information relative to our PPE needs.

The risk manager is the program coordinator, acting as the representative of the Executive Director, who has overall responsibility for the program. The Risk Manager will designate appropriate supervisors to assist in training employees and monitoring their use of PPE. The Risk Manager will review and update the program as necessary.

Any employee encountering hazardous conditions must be protected against the potential hazards. The purpose of protective clothing and equipment is to shield or isolate individuals from chemical, physical, biological, or other hazards that may be present in the workplace.

The purpose of this PPE Program is to document the hazard assessment, protective measures in place, and PPE in use at the Authority. PPE devices are not to be relied on as the only means to provide protection against hazards, but are used in conjunction with guards, engineering controls, and sound manufacturing practices. If possible, hazards will be abated first through engineering controls, with PPE to provide protection against hazards that cannot reasonably be abated otherwise.

A. Hazard Assessment.

In order to assess the need for PPE the following steps are taken:

1. The Risk Manager, along with the maintenance supervisor, identifies job classifications where exposures occur or could occur. The Risk Manager or designee examines the following records to identify and rank jobs according to exposure hazards:
 - Injury/illness records
 - First aid logs
2. The Risk Manager conducts a walk through survey of workplace areas where hazards exist or may exist to identify sources of hazards to employees. They consider these basic hazard categories:
 - Impact
 - Heat or extreme cold
 - Penetration
 - Harmful dust

- Compression (roll over)
- Light (optical) radiation
- Chemical
- Electrical

During the walk through survey the Risk Manager observes and records the following hazards along with PPE currently in use (type and purpose):

- Sources of motion; i.e., machinery or processes where any movement of tools, machine elements or particles could exist, or movement of personnel that could result in collision with stationary objects: use of tractors and vehicles
- Sources of high temperatures that could result in burns, eye injury or ignition of protective equipment, etc., are Boiler Systems Furnaces, Welding equipment
- Sources of harmful dust are woodworking
- Sources of light radiation, i.e., welding, brazing, cutting, furnaces, heat treating, high intensity lights, etc. are: welding
- Sources of falling objects or potential for dropping objects: working on ladders or roofs
- Sources of sharp objects that might pierce the feet or cut the hands: saws, knives
- Sources of rolling or pinching objects that could crush the feet: tractors, dollies, vehicles
- Certain electrical hazards such as electric shock or burns from electric arcs, blasts, or heat.

3. Following the walk through survey, the Risk Manager organizes the data and information for use in the assessment of hazards to analyze the hazards and enable proper selection of protective equipment.
4. An estimate of the potential for injuries is now made. Each of the basic hazards is reviewed and a determination made as to the frequency, type, level of risk, and seriousness of potential injury from each of the hazards found. The existence of any situations where multiple exposures occur or could occur is considered.
5. The Risk Manager documents the hazard assessment via a written certification that identifies the workplace evaluated, the person certifying that the evaluation has been performed, the date(s) of the hazard assessment, and that the document is a certification of hazard assessment.

B. Selection Guidelines.

Once any hazards have been identified and evaluated through hazard assessment, the general procedure for selecting protective equipment is to:

1. Become familiar with the potential hazards and the type of protective equipment (PPE) that are available, and what they can do.
2. Compare types of equipment to the hazards associated with the environment.
3. Select the PPE that meets selection requirements found in the PEOSHA regulations and ensures a level of protection greater than the minimum required to protect employees from the hazards.
4. Fit the user with proper, comfortable, well-fitting protection and instruct employees on care and use of the PPE. It is very important that the users are aware of all warning labels for and limitations of their PPE. (See the Employee Training guidelines outlined in the next section of this program for a more detailed description of training procedures.)

It is the responsibility of the Risk Manager to reassess the workplace hazard situation as necessary, to identify and evaluate new equipment and processes, to review accident records, and reevaluate the suitability of previously selected PPE. This reassessment will take place as needed, but at least annually.

Elements that should be considered in the reassessment include:

- Adequacy of PPE program
- Accidents and illness experience
- Levels of exposure (this implies appropriate exposure monitoring)
- Adequacy of equipment selection
- Number of person hours that workers wear various protective ensembles
- Adequacy of training/fitting of PPE
- Program costs
- The adequacy of program records
- Recommendation for program improvement and modification
- Coordination with overall safety and health program

C. Employee Training.

The Risk Manager/supervisor provides training for each employee who is required to use personal protective equipment. Training includes:

- When PPE is necessary
- What PPE is necessary
- How to wear assigned PPE
- Limitations of PPE

Employees must demonstrate an understanding of the training and the ability to use the PPE properly before they are allowed to perform work requiring the use of the equipment. Employees are prohibited from performing work without

donning appropriate PPE to protect them from the hazards they will encounter in the course of that work.

If the Risk Manager has reason to believe an employee does not have the understanding or skill required, the employer must refrain from putting the employee in such an environment where PPE would be required. Since an employee's supervisor is in the best position to observe any problems with PPE use by individual employees, the Risk Manager will seek this person's input when making this determination. Circumstances where retraining may be required include changes in the workplace or changes in the types of PPE to be used, which would render previous training obsolete. Also, inadequacies in an affected employee's knowledge or use of the assigned PPE, which indicates that the employee has not retained the necessary understanding or skills, would require retraining.

Because failure to comply with company policy concerning PPE can result in PEOSHA citations and fines as well as employee injury, an employee who does not comply with this program will be disciplined for noncompliance according to the CMHA discipline policy.

D. Cleaning and Maintenance.

It is important that all PPE be kept clean and properly maintained by the employee to whom it is assigned. Cleaning is particularly important for eye and face protection where dirty or fogged lenses could impair vision. PPE is to be inspected, cleaned, and maintained by employees at regular intervals as part of their normal job duties so that the PPE provides the requisite protection. Supervisors are responsible for ensuring compliance with cleaning responsibilities by employees. If PPE is for general use, the Risk Manager has responsibility for cleaning and maintenance. If a piece of PPE is in need of repair or replacement it is the responsibility of the employee to bring it to the immediate attention of his/her supervisor or the Safety Manager. It is against work rules to use PPE that is in disrepair or not able to perform its intended function. Contaminated PPE that cannot be decontaminated is disposed of in a manner that protects employees from exposure to hazards.

E. PPE Specific Information.

Eye and face protection -- Goggles and face shields

It is the policy of the company that as a condition of employment, all regular full time, part time, and temporary employees working in designated work areas and/or job assignments are required to wear ANSI approved goggles/face shields to help prevent eye and face injuries, including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation, for example. Employees in the following designated work areas are required to wear goggles/face shields:

Work Area

Any CMHA site where an employee is performing a function as an employee

Work Area Hazard

When using power tools, powered landscaping equipment, or welding equipment
Type of goggles/face shield

Safety glasses

All supervisors and managers are responsible for ensuring employees under their charge are in compliance with this policy.

All employees who work in designated work areas and/or job assignments are responsible for wearing company provided goggles/face shields to comply with this policy. Failure to comply will result in disciplinary action up to and including discharge. All employees required to wear goggles/face shields must routinely inspect and properly care for their goggles/face shields.

Hearing Protection

It is the policy of the company that as a condition of employment, all regular full time, part time, and temporary employees working in designated work areas and/or job assignments are required to use hearing protection to help prevent hearing injuries, for example.

Employees in the following designated work areas are required to wear hearing protection:

Work area

Any outdoor CMHA site where an employee is performing a loud work duty as an employee

Hazard

Use of lawn tractors, jack hammer, trimmers, or blowers

Type of hearing protection

Ear muffs

All supervisors and managers are responsible for ensuring employees under their charge are in compliance with this policy. All employees who work in designated work areas and/or job assignments are responsible for wearing company provided hearing protection to comply with this policy. Failure to comply will result in disciplinary action up to and including discharge. All employees required to wear protective hearing protection must routinely inspect and properly care for their hearing protection.

Bodily Protection

It is the policy of the company that as a condition of employment, all regular full time, part time, and temporary employees working in designated work areas and/or job assignments are required to use safety vests to help prevent bodily injuries, for example. Employees in the following designated work areas are required to wear hearing protection:

Work area

Any outdoor CMHA site where an employee is performing a work in the street or while using landscaping equipment as an employee

Hazard

Use of lawn tractors, street sweeping, trimmers, blowers, snow blowers, storm grate cleaning

Type of vest
ANSI Class 2

All supervisors and managers are responsible for ensuring employees under their charge are in compliance with this policy. All employees who work in designated work areas and/or job assignments are responsible for wearing company provided body protection to comply with this policy. Failure to comply will result in disciplinary action up to and including discharge. All employees required to wear protective body protection must routinely inspect and properly care for body protection.

SECTION 17: SNOW REMOVAL POLICY.

- A. The snow removal operation will be under direct authority of the Maintenance Supervisor.
- B. If it becomes necessary to be called out early for snow removal the Maintenance Supervisor or his designee will authorize it.
- C. All CMHA plow trucks shall have amber warning lights, these warning lights must be used when plowing and/or salting roads or parking areas.
- D. Walk behind snow blowers will be used whenever possible; it is at the discretion of the Maintenance Supervisor to assign employees to use such equipment.
- E. Any and all accidents that occur from snow removal operations shall be reported to the Maintenance Supervisor, Assistant Maintenance Supervisor and/or the Executive Director. Employee must complete an Incident Report form in its entirety on the day of incident.
- F. Any accident involving other vehicle(s) or injury coming from a snow plow truck shall have a police report.
- G. Any snow removal device owned and operated by a CMHA employee that directly damages personal property will be reported and the owner notified as soon as possible.
- H. The Maintenance Supervisor has the authority to purchase and supply the CMHA roads/parking areas with the required materials such as sand and salt, etc. from the CMHA budget.
- I. The CMHA personnel are on call 24 hours per day for snow/ice removal.
- J. CMHA employees may NOT use the CMHA's snow removal equipment for removing snow/ice at their place of residence.
- K. All snow/ice shall be removed in an orderly manner.
- L. Snow plow truck operators shall not exceed 25 mph while plowing snow. Drivers shall receive instruction on the safe and correct operation of the equipment on the vehicle they are using.

DISCIPLINE, CHANGES IN EMPLOYMENT STATUS, AND REMOVAL

SECTION 1. POSSIBLE REASONS FOR CHANGE IN EMPLOYMENT STATUS.

A. PROMOTION

Vacated or newly established positions shall be filled to the fullest extent possible, consistent with efficient operations, by the promotion of qualified employees.

B. TRANSFERS

- a) Employees shall be transferred within the organization as far as practicable to positions where their highest skills will be utilized.
- b) When transfers of personnel are necessitated by organizational changes, every effort shall be made to place the affected employees in positions, which will permit them to retain their salaries.
- c) In making transfers within the organization, due consideration shall be given to the desires of the employees involved.

C. REDUCTION IN WORK FORCE

Reduction of work force may cause the Authority to lay off staff for economy, reduction in HUD annual funding, efficiency or other related reasons.

SECTION 2: WORK FORCE REDUCTION POLICY.

A. Authority employees under Civil Service:

Pursuant to N.J.S.C. 4A: 8-1.1 the Authority may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. Seniority will be considered.

B. Authority employees not under Civil Service:

The Authority may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. (Seniority, lateral or other re-employment rights for employees will be determined by the Executive Director.

SECTION 3: WORK FORCE REDUCTION PROCEDURE.

If it is necessary to reduce personnel, temporary employees shall be separated before permanent employees, and employees serving on probation before employees who have completed their probation. Within each of these three groups, the selection of employees to be retained shall be based primarily on their relative efficiency. It shall be clearly indicated on all papers prepared in connection with such dismissal the transaction in no way reflects on the employee's performance. The Executive Director shall implement the Reduction in Force.

At least **two (2) days prior notice** of dismissal shall be given an employee, except for persons employed for a specific period (sunset date).

A forty-five (45) day layoff notice of dismissal shall be given to any full-time employee scheduled for lay off.

The above time requirements regarding layoffs only apply to Civil Service employees. Non-Civil Service employees will receive a two (2) week layoff notice.

Employees may be dismissed by the Executive Director without a resolution of the governing body of the Authority. However, each temporary employee so dismissed under honorable circumstances and not on the basis of inefficiency or incompetence, shall be entitled to a letter signed by the Executive Director of the agency stating their term of employment has been satisfactory and dismissal was accomplished without prejudice.

SECTION 4: EMPLOYEE DISCIPLINE POLICY.

All employees (Civil Service and Non-Civil Service) are expected to meet the Authority's work performance standards. Changes in employment may depend upon disciplinary action. An employee may be subject to discipline for any the following reasons:

- Falsification of public records, including time sheet and other personnel records.
- Failure to report absence.
- Harassment of co-workers and/or volunteers and visitors.
- Theft or attempted theft of property belonging to the Authority, fellow employees, volunteers or visitors.
- Failure to report to work day or days prior to or following a vacation, holiday and/or leave without the proper documentation excusing such absence, and/or any other unauthorized day of absence.
- Fighting on Authority property at any time.
- Being under the influence of intoxicants (e.g. liquor) or illegal drugs, (i.e., cocaine) or marijuana on Authority property and at any time during work hours.
- Possession, sale, transfer or use of intoxicants or illegal drugs on Authority property and at any time during work hours.
- Insubordination.
- Entering the building without permission during non-scheduled work hours.
- Soliciting on Authority premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious social or political organization, and/or sales of Avon, Amway, Girl Scout cookies, etc.
- Careless waste of materials or abuse of tools, equipment, or supplies.
- Deliberate destruction or damage to Authority or supplier's property.
- Sleeping on the job.
- Carrying weapons of any kind on Authority premises and/or during work hours, unless carrying a weapon is a function of your job duties.
- Violation of established safety and fire regulations.
- Unscheduled absence and chronic or excessive absence.
- Chronic tardiness.

- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.
- Defacing walls, bulletin boards or any other Authority or supplier property.
- Failure to perform duties, inefficiency or substandard performance.
- Gambling on Authority premises.
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Authority premises.
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort.
- Failure to report arrest/conviction of a crime.
- Violating any Authority rules or policies.
- Conduct unbecoming a public employee
- Violation of Authority policies, procedures, and regulations.
- Violation of Federal, State, or Authority regulations concerning drug and alcohol use and possession.
- Misuse of public property, including motor vehicles.
- Other sufficient cause.

Major disciplinary action includes termination, demotion or suspension exceeding five (5) working days. Minor discipline includes a formal, written reprimand or a suspension of five (5) working days or less. Employees who object to the terms or conditions of the discipline are entitled to a hearing under the applicable grievance procedure (and if applicable the Civil Service procedure).

In cases of employee misconduct, the Authority believes in corrective action for the purpose of correcting undesirable behavior and preventing a recurrence of that behavior. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions and other circumstances. In every case, employees will be given an opportunity to state the situation from their point of view.

In order to correct undesirable behavior, supervisors and managers may utilize the following corrective tools: verbal reprimand; Executive Director review; written reprimand; suspension; and dismissal. At the discretion of the Authority, action may begin at any step, and/or certain steps may be repeated or by-passed, depending on the severity and nature of the infraction and the employee's work/disciplinary record.

Neither this manual nor any other Authority guidelines, policies, or practices create an employment contract. Employment with the Authority may be terminated at any time with or without cause or reason by the employee or the Authority.

SECTION 5: CHANGES IN EMPLOYMENT DUE TO DISCIPLINARY ACTION.

A. SEPARATION

Employees of the Agency may be dismissed by the Executive Director without a Resolution from the governing body of the Agency. However, the Executive Director shall provide notice to members of the Personnel Committee and the Chairman and the Vice Chairman should each not be a member of the Personnel Committee.

B. DEMOTION

An employee shall be subject to demotion under the following conditions:

- 1) If he/she has been found unsuited for his/her position, but may be expected to give satisfactory service in a lower paying position.
- 2) If his/her position has been either abolished or reallocated to a lower paying class and he/she cannot be transferred to a position of equal pay, it shall be clearly indicated on all papers that the transition in no way reflects on the employee's performance or ability.

C. SUSPENSION/DISMISSAL

An employee may be suspended from duty without pay for a period not to exceed thirty (30) days.

- 1) For disciplinary reasons; or,
- 2) Pending the investigation of charges, which if substantiated, will result in dismissal, provided that, if such investigation does not bear out the charges and the employee is retained, he/she will be paid for the period of suspension.

D. CAUSES FOR SUSPENSION & DISMISSAL

Immediate suspension or suspension with intent to terminate either with or without pay at the discretion of the Executive Director shall be had on the following grounds:

- 1) **Unauthorized Absence.** If any employee fails to report to work without proper authorization said employee shall not be paid for the period of absence. Absence without proper authorization may be considered sufficient cause for suspension or dismissal.
- 2) **Insubordination.** Insubordination shall be deemed to be a direct refusal to accomplish such work, as normal to his/her position, as an employee may be ordered to do by his rightful supervisors.
- 3) **Lateness.** Employees are expected to report to work at their scheduled starting time. Lateness will subject an employee to discipline. For purposes of docking wages, an employee's lateness will be rounded to the nearest quarter-hour. Penalties for lateness will be relaxed to accommodate circumstances beyond the employee's control, such as weather delays.
- 4) **Inefficiency.** The Executive Director of the Agency shall determine inefficiency. The term inefficiency shall mean the inability to properly complete such duties as are normal to the position for which the employee has been trained.
- 5) **Dishonesty.** The term dishonest means: including, but not limited to burglary, larceny, extortion, misrepresentation, misrepresentation, and misappropriation arising out of and in the course of employment.
- 6) **Breach of Confidentiality.** The term breach of confidentiality means: the failure to protect the confidentiality of tenant and or records of the Ocean City Housing Authority.
- 7) **Failure to report arrest/conviction.** Failure to report arrest/conviction of a crime. For example, the employee fails to report an arrest/convicted offense other than minor traffic offenses not involving suspension of driving privileges. In addition, the employee fails to report an arrest/conviction of involvement with controlled dangerous substance.

- 8) **Violence.** Violence means: the act of physical abuse or threat thereof.
- 9) **Sexual Harassment.** Any violation of the Authority's Anti-Sexual Harassment Policy.
- 10) Any other reason pertaining to Law, at the discretion of the Executive Director up to and including an arrest for any violent criminal act and/or drug related offenses.
- 11) Conduct referenced in the employee discipline policy and/or in this Personnel Policy & Employee Manual.

SECTION 6: EMPLOYEE DISCIPLINARY ACTION PROCEDURE.

When a behavioral issue with an employee develops based upon reasons for discipline, the following steps shall be taken. Based on the severity of the behavioral issue immediate suspension or suspension with intent to terminate may occur at the discretion at the Executive Director.

STEP 1. INFORMAL DISCUSSION. Initially, the employee shall have an **informal meeting with his/her immediate supervisor** to discuss the behavioral issue, the reason for the behavioral issue, and a possible solution. The supervisor shall complete the form entitled, "Employee Discussion"

STEP 2. VERBAL WARNING. Should the behavioral issue continue, another discussion shall be had with the employee and his/her immediate supervisor. This meeting shall be documented using the "Disciplinary Action Notice."

STEP 3. WRITTEN WARNING. Should the behavioral issue with the employee continue, a meeting shall be documented using the "Disciplinary Action Notice." A copy of the warning shall be placed in the employee's personnel file and a copy shall be given to the employee.

STEP 4. FORMAL HEARING.

After attempts to correct employee behavioral issues are not effective and an employee is suspended with the intent to dismiss, a hearing will be scheduled per the below timeframe.

In any case where the Executive Director determines, in his/her sole discretion, that the best interest of the Authority requires that Steps 1 through 3 be waived because of the seriousness of the conduct of the Employee, the Executive Director in his/her sole discretion may immediately suspend the Employee and move directly to Formal Hearing.

Suspension: Whenever an employee is recommended for suspension by his/her supervisor, or whenever the Executive Director determines that an employee's conduct warrants a suspension, the Executive Director or his/her designee will make the decision and may seek the advice of the Authority's designated employment/labor attorney if appropriate. Suspended Employees may request a hearing under the applicable grievance procedure.

Removal: Whenever an employee is recommended for removal by his/her supervisor, or whenever the Executive Director determines that an employee's conduct warrants removal from employment, the Executive Director will make the decision only after seeking the advice of the Authority's employment/labor attorney. There must be a complete review of the employee's personnel file and all other facts to determine if there is sufficient cause for the removal. Removal may be warranted based

upon one event of misconduct, depending upon the circumstances. Terminated employees may request a hearing under the applicable grievance procedure.

SECTION 7: EMPLOYEE GRIEVANCE PROCEDURE.

During the grievance procedure an employee is entitled to be represented at their own expense at each formal step below.

Failure of the grievant to advance a grievance within the prescribed time limits shall constitute forfeiture.

- STEP 1.** To be viable, the grievance must be filed within ten (10) working days of the occurrence that gave rise to the grievance or knowledge thereof. The grievance shall first be taken to the supervisor or designee, who shall make an effort to resolve the problem within five (5) working days. At this level, a complaint or grievance shall be in writing. The time limit in this step may be extended by mutual consent.
- STEP 2.** If not resolved at Step 1, the grievant shall, within ten (10) working days, submit the grievance in writing to the Executive Director or his designee who shall render a decision within ten (10) working days. If requested, a conference will be provided during normal working hours of the Agency prior to the issuance of the Executive Director's determination.
- STEP 3.** If the aggrieved party is not satisfied with the decision of the Executive Director, the grievant may appeal in writing, within ten (10) working days, of the decision of the Executive Director to the Board of Commissioners, or their designee. The Board of Commissioners shall enter a decision within twenty (20) calendar days of receipt of the record. If a hearing is requested, it shall be held within twenty (20) calendar days of the request. The time limits in this step may be extended by mutual agreement. **The decision of the Board shall be final.**

WORKPLACE POLICIES

SECTION 1: JOB DESCRIPTION POLICY.

The Authority has a formal job description for all positions. All job descriptions must be approved by the Executive Director.

- All employees receive a complete copy of their Job Description when employed;
- Job Descriptions may be used as part of an employment application;
- A master copy of all job descriptions, related job-objectives, tasking elements, and performance standards is maintained by the Personnel Administrator. The master copy is updated, according to changes in the employee's job and/or, as needed.

A. Job Description. Upon being hired, each employee is given his/her job description that defines the following areas:

- Job title
- A written definition
- The position to which the employee reports
- The positions with which the employee associates
- A definition of the knowledge required to hold a specific employment-position
- Examples of duties to be performed
- Abilities required of the position
- Educational requirements (certifications, etc.)

B. Job Objectives, Tasking Elements and Performance Standards. Job Objectives, Tasking Elements and Performance Standards are part of the employee's orientation. These forms are included in the Employee Personnel Policy & Employee Manual which is written for the specific job title assumed by the employee.

The specific job objectives, tasking elements and performance standards interface with the job description and the Annual Employee Evaluation System, upon which the employee will be evaluated at year-end.

SECTION 2: ATTENDANCE POLICY.

All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. Lateness and absence will be tolerated only in emergencies or when the supervisor gives prior approval. Employees must report all absences to their supervisor at least one hour prior to the start of the normal workday. The normal working hours for all departments are 8:30 AM to 4:30 PM. (except that the working hours for those employees working in the Maintenance Department are subject to the terms of the collective bargaining agreement). If employees will be absent or late reporting to their shift, they must contact their supervisor and/or the Executive Director in advance of their absence or late arrival.

A. The regular work week shall be governed by the following terms:

OFFICE PERSONNEL

The regularly scheduled workweek shall consist of five (5) consecutive days Monday through Friday, thirty-five (35) hours per week.

MAINTENANCE PERSONNEL

The regularly scheduled workweek shall consist of five (5) consecutive days Monday through Friday, forty (40) hours per week.

PART-TIME PERSONNEL

All Part-time personnel are scheduled on an as needed basis.

SOCIAL SERVICE PROGRAMS

Regular work schedule will be determined, or defined by:

Funding allocation

State or Funding contract and/or agreement with the Authority

Hours determined for this program are based on resident needs.

B. Absence without Authorization.

1. FAILURE TO REPORT TO WORK

If an employee fails to report to work without proper authorization, said employee shall not be paid for the period of time absent.

2. ABSENT WITHOUT PROPER AUTHORIZATION

Absent without proper authorization may be considered sufficient cause for suspension or dismissal.

3. LATENESS PROCEDURE

Employee lateness will be dealt with according to Disciplinary Policy and Procedure. Employees may be docked for the time missed due to lateness.

SECTION 3: COURT LEAVE.

Employees shall be granted paid leave for the actual time served when summoned for jury duty or when subpoenaed as a witness in a trial or other legal hearing. Employees shall provide evidence of jury duty services or when subpoenaed. All court leave time off must be requested via the employee portal.

The Authority shall not interfere with any employee's statutory obligation to perform jury duty.

SECTION 4: DRESS CODE.

For the safety of employees and to project a business-like image, the Agency has adopted a policy to ensure the maintenance of appropriate standards of dress. Employees must maintain, at all times, acceptable dress standards, which will be enforced with the Disciplinary Policy & Procedure.

The following is a description of the dress code that may be subject to change from time to time:

- a. Maintenance workers shall wear supplied uniforms and full covered rubber soled shoes or work boots.
- b. Social Service and Congregate staff shall wear supplied uniforms and full covered rubber soled shoes.
- c. Administration and Office Personnel may wear “dark” denim jeans. Denim material that is faded, white-washed, acid washed, has rips, patches or open holed designs is not permitted. Denim overalls, bright colored jeans or styles that have flashy details are not permitted. Security Staff and those carrying out the duties of an Inspector shall wear long pants and full covered rubber soled shoes.
- d. Sweatsuits, sweatshirts, sweatpants or workout/yoga type clothing shall not be worn by any agency employee.
- e. Agency employees shall not wear flip-flops. Casual slip-on or tie shoes, dress sandals, and full covered rubbered soles shoes are acceptable. Shoes designed to be worn for sports, exercising or recreational activity are not permitted (i.e. athletic sneakers).
- f. T-shirts, tank tops and shorts are not permitted. No clothing shall have patches, rips, cut-off edges, open-holed designs or frayed edges.
- g. Clothing shall not be worn form-fitting in such manner to be revealing, provocative, or suggestive. Midriff area shall be covered at all times. Opened back clothing is not permitted.
- h. Agency employees must refrain from wearing clothing bearing slogans or logos, with the exception of designer’s names no more than one-half inch (1/2”) in height.
- i. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable.

SECTION 5: NO SMOKING AND SMOKE-FREE PUBLIC HOUSING POLICY.

The New Jersey Legislature has declared that in all governmental buildings the rights of non-smokers to breathe clean air supersedes the rights of smokers. Similarly, HUD has declared that a Smoke-Free Public Housing Policy will improve indoor air quality in public housing, benefit the health of public housing residents, visitors, and Authority staff; reduce the risk of catastrophic fires; and lower overall maintenance costs. In accordance with State law and HUD Final Rule No. 18 FR 87430, the Authority adopts the following smoke-free policy.

The use of prohibited tobacco products is prohibited in all public housing living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, learning centers, maintenance shops, Authority vehicles, laundry centers, and similar structures. There are no Designated Smoking Areas. All public housing property and all areas within 25 feet of public housing and/or the Authority’s administrative buildings shall be smoke free.

As used in this Section, the term “prohibited tobacco products” shall mean any of the following products and devices:

- (1) Items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars and pipes.
- (2) To the extent not covered by Section (C)(1) above, waterpipes (hookahs), and

- (3) Other tobacco products such as Electronic Nicotine Delivery Systems (ENDS) and other lighted smoking devices used for burning tobacco or any other plant. ENDS products are also called e-cigarettes, personal vaporizers, vape pens, e-cigars, e-hookah, or vaping devices. These are products that produce an aerosolized mixture containing flavored liquids and nicotine that is inhaled by the user.

This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action in accordance with the Employee Discipline Policy.

SECTION 6: TELEPHONE USAGE POLICY.

Authority telephones are to be used, exclusively, for official business of the Authority. Charges for all other personal calls must be reimbursed to the Authority. Employees must keep personal calls to a minimum. The Authority retains the right to charge employees for personal calls if there is abuse of Authority telephones. The use of hand-held cell phones while driving Authority vehicles or while driving on Authority property is prohibited.

SECTION 7: COMPUTER USE, EMAIL, INTERNET, AND SOCIAL NETWORKING POLICY

The Authority's e-mail, voicemail, computer systems and Internet service are for official Authority business and use for all other non-business purposes during working time is prohibited. "Working time" shall be defined as any time in which the employee is engaged in or required to be performing work tasks for the Authority. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times. This includes, but is in no way limited to, the use of computers or Authority -issued mobile devices, use of social networking, gaming or TV/video.

The Authority operates in an environment where the use of computers, e-mail and the Internet are essential tools for certain employees. Those employees are encouraged to use computers, e-mail and the Internet; however, it is the responsibility of the employee to guarantee that these systems are solely used for business-related purposes during working time, (as defined above) and are used in a proper and lawful manner at all times.

- Employees are advised that all computers owned by the Employer are to be used for business purposes only during working time (as defined above), and that they have no expectation that any information stored on an Authority computer is private. Because e-mail messages are considered as business documents, the Authority expects employees to compose e-mails with the same care as a business letter or internal memo.
- Downloading or misusing software available through the Internet could violate copyright laws or licensing requirements.
- Personal use of any computer during working time (as defined above) is prohibited, unless expressly authorized by the employee's supervisor.
- The Authority reserves the right to block or cancel an employee's access to Internet sites or the Internet as a whole while using business computers or on the Authority's time.
- The e-mail, telephone, and Internet systems, as well as the messages thereon, are the property of the Authority.

- The Authority reserves its right to monitor its computer systems, including but not limited to, e-mail messages, computer files and Internet usage, with or without notice, at any time, at the Authority's discretion. The Authority also reserves the right to access and disclose such communications and recordings to third parties in certain circumstances. Therefore, employees shall have no expectation of privacy in any transmissions made or received using Employer computers or email accounts.
- Employees must be aware that the mere deletion of a file or message may not fully eliminate that file or message from the system.
- The existence of personal access codes, passwords and/or "message delete functions," whether provided by the Authority or generated by the employee, do not restrict or eliminate the Authority's access to any of its electronic systems as the employees shall be on notice that they should not have any expectation of privacy when using these systems.
- Employees shall not share personal access codes or passwords, provide access to an unauthorized user, or access another's e-mail or Internet account without authorization.
- The Authority's network, including its connection to the Internet, is to be solely used for business-related purposes during working time (as defined above). If permission is granted, an employee's personal use of the Authority's computer, e-mail and connection to the Internet shall not interfere with the employee's duties and shall comply with the Authority's policies and all applicable laws.
- Any messages or transmissions sent outside of the organization via e-mail or the Internet will pass through a number of different computer systems, all with different levels of security. Accordingly, employees must not send privileged and/or confidential communications (i.e. Social Security numbers, medical and/or HIPAA protected information, dependent information or other information protected from unlawful disclosure), via e-mail or the Internet unless the message is properly encrypted, and should consider a more secure method of communication for such data.
- Because postings placed on the Internet may display the Authority's address or other Authority-related information, and thus reflect on the Authority, make certain before posting such information that it exhibits the high standards and policies of the Employer. Under no circumstances shall data of a confidential nature (i.e. Social Security numbers, medical and/or HIPAA protected information, dependent information or other information protected from unlawful disclosure) be posted on the Internet.
- If you identify yourself as an employee in any manner on any internet posting or blog, comment on any aspect of the Authority's business or post a link to the Employer, you must include the following disclaimer in an openly visible location: "the views expressed on this post are mine and do not necessarily reflect the views of the Authority or anyone associated/affiliated with the Authority."
- Subscriptions to news groups or mailing lists are permitted only when the subscription is for a work-related purpose and authorized by the Authority. Any other subscriptions are prohibited.
- All files downloaded from the Internet, e-mail attachments or the like should be checked for possible viruses. If uncertain whether your virus-checking software is current, you must check with the Authority's Network Administrator before downloading.
- Any "unauthorized use" of e-mail or the Internet is strictly prohibited while at work or while using an Authority computer. "Unauthorized use" includes, but is not limited to: connecting, posting, or downloading obscene, pornographic, violent, sexually suggestive, or discrimination based material; attempting to disable or compromise the security of information contained on the Authority's computer systems; or sending or receiving obscene, violent, harassing, sexual or discrimination based messages. If

an employee receives a message that is representative of an "unauthorized use" of the Authority 's electronic media from someone outside of the Authority, it is the employee's duty to immediately inform the sender of such materials that he or she must refrain from sending such materials.

- Your Internet postings SHALL NOT VIOLATE ANY OTHER APPLICABLE AUTHORITY POLICY, including, but not limited to, the following: the Authority's Anti-Harassment and Discrimination Policies.
- Authority business which is conducted by an employee on his or her personal computer or device is subject to this policy and may be subject to the provisions of OPRA.

Any employee who violates this policy shall be subject to disciplinary action, up to and including termination. This policy shall not be construed to restrict employees' rights to share information about their employment terms and conditions communicate with each other; or engage in other concerted activities for their mutual aid and protection.

Social Network Postings

For purposes of this policy, a social network is defined as a site that uses internet services to allow individuals to construct a profile within that system, define a list of others users with whom they share some connection, and view and access their list of connections and those made by others within that system. The type of network and its design vary from site to site. Examples of the types of internet based social networking activities include: blogging, networking, photo sharing, video sharing, microblogging, podcasting, as well as posting comments on the sites. The absence of, or lack of explicit reference to a specific site or activity does not limit the extent of the application of this provision.

The use of the internet and social networking sites, including but not limited to Snapchat, Facebook, and Twitter, is a popular activity; however, employees must be mindful of the negative impact of inappropriate or unauthorized postings upon the Employer and its relationship with the community. This provision identifies prohibited activities by employees on the internet where posted information is accessible to members of the general public, including, but not limited to, public postings on social networking sites.

Specifically, the Authority reserves the right to investigate postings, private or public, that violate workplace rules, such as the prohibition of sexual harassment and other discriminatory conduct, where such postings lawfully are made available to the Employer by other employees or third parties. Employees should use common sense in all communications, particularly on a website or social networking site accessible to anyone. If you would not be comfortable with your supervisor, coworkers, or the management team reading your words, you should not write them.

Be advised that employees can be disciplined or terminated for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. What you say or post on your site or what is said or posted on your site by others could potentially be grounds for disciplinary action, up to and including termination.

However, nothing in this social networking policy is designed to interfere with, restrain, or prevent social media communications during non-working hours by employees engaging in protected concerted activities regarding wages, hours, or other terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act or to prevent communications which are protected by the First Amendment freedom of speech clause, unless such communications are made as part of the employees' official job duties.

SECTION 8: BULLETIN BOARD POLICY.

The bulletin boards located in the Authority administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events as well as State and Federal employment laws. Only personnel authorized by the Executive Director may post, remove, or alter any notice.

SECTION 9: CONTINUING EDUCATION PROCEDURE

The Authority, in conjunction with the Employment Attorney will arrange for employment practices seminars at least annually to train all managerial/supervisory personnel. The Authority will also offer non-mandatory training to all other employees with special emphasis on employee rights and protection under various Federal and State laws as well as Authority employment practices. Records will be maintained in the official personnel files of all employees trained under this procedure.

PAID & UNPAID LEAVE

The Authority recognizes that from time to time employees must be absent from work. The Authority has a policy that provides specific hours allocated for vacation time, personal time, and sick leave, according to the number of years employed by the Authority. Employees will not accrue paid vacation, sick, and/or personal days during any leave of absence without pay or suspension from employment.

However, there are certain requirements regarding the utilization of time given. The following requirements pertain to all employees:

SECTION 1: VACATION TIME AND REQUESTS FOR VACATION TIME.

A. Requests for Vacation Time.

All employees shall make their request for leave on employee Portal. The immediate supervisor shall either grant or deny the employee's request for leave on the employee Portal. Denial of such requests can depend upon circumstances within a department.

All requests for leave must be submitted to the Supervisor at least three (3) days before the time requested. The leave must be approved prior to the employee taking the time off. Request for leave, which cannot be anticipated by the employee at least (3) days in advance, may be granted, by the Executive Director. Vacation preferences shall be granted in order of seniority.

Approval of vacation leave will be granted at the discretion of the immediate supervisor or the Executive Director, depending on department needs.

Employees shall not be eligible for vacation leave during the first ninety (90) days of employment. Any requests for leave during the first ninety (90) days of employment shall be granted or denied at the sole discretion of the Executive Director.

B. Accumulation of Vacation Time.

All full time employees shall accrue the following vacation leave. Vacation leave time is earned each pay period based on the length of employment. Increases occur based on the employee's full time anniversary date. Only earned vacation time can be used for paid time off.

<u>Length of Employment</u>	<u>Vacation Leave</u>
First Year	1 Working day per month
1-7 Years	12 Working days per year
8-13 Years	15 Working days per year
14-19 Years	20 Working days per year
20-26 Years	25 Working days per year
27-Retirement	30 Working days per year

Vacation time shall not be accumulated in excess of (2) year's earned time. Upon a full-time employee's separation of employment, accrued vacation balance will be paid to the employee, subject to the applicable limitations and monetary limits under New Jersey law. All accumulated vacation and personal time shall be paid out at the employee's salary rate at retirement, subject to the 2-year limitation on vacation time accumulation. Paid vacation days shall not accrue during a leave of absence without pay or suspension.

SECTION 2: HOLIDAYS

The following days are recognized as paid holidays for full time employees:

New Year's Day	Labor Day
Martin Luther King Day (observed)	Columbus Day (observed)
	Juneteenth
Lincoln's Birthday (observed the Friday preceding Washington's Birthday)	Veteran's Day (observed)
Washington's Birthday (observed)	Thanksgiving Day
Good Friday	Thanksgiving Holiday (observed the day after Thanksgiving Day)
Memorial Day	Christmas Eve
Independence Day	Christmas Day

If any of the above holidays fall on a Saturday, the preceding Friday will be observed. If any of the above holidays fall on a Sunday, the following Monday will be observed.

Employees must work the day directly before and the day directly after each observed holiday in order to receive holiday pay, unless a prior written request to be off has been made and approved by the Executive Director. Employees must be in active pay status on the scheduled workdays directly before and after each holiday. Employees must request and receive approval for vacation and/or personal days, or any portion thereof, the day directly before and directly after each holiday. Employees who sick days or any portion thereof, the day directly before and/or directly after a holiday must present a doctor's note to account for the absence.

Any days that federal government offices are closed via Executive Order by the President of the United States shall be considered a paid day off for all full time employees.

SECTION 3: PERSONAL DAYS.

1. Full Time Employees shall receive three-(3) personal days at the beginning of fiscal year (October 1st). Personal days must be used by September 30th of each year.
2. No employee shall be authorized a personal day during the first ninety (90) days of employment.
3. Approval of this request may be denied by management should adequate staff be unavailable to cover the shift/work, but shall not be reasonably withheld.
4. **Accrued personal balances will not be paid to the employee upon separation of employment, regardless of the reason for the separation.**

SECTION 4: SICK LEAVE-ANNUALLY PROVIDED & EMPLOYEE EARNED.

A. USE

Sick leave may be used for a full time/**part time** employee's absence for the following reasons:

- Diagnosis, care treatment, or recovery for a mental or physical illness, injury, or health condition;
- Preventive medical care for the employee;
- To care for a family member during diagnosis, care, treatment or recovery for a mental health condition or physical illness, injury or health condition; or when an employee's family member needs preventive medical care;
- Absences due to your or your family member being the victim of domestic violence or sexual violence;
- To attend school-related conferences, meetings or events regarding your child's education; or to attend a school-related meeting regarding your child's health;
- Closure of the Authority or the school or place of care of the employee's child because of an epidemic or public health emergency;
- During a state of emergency declared by the Governor, or upon the recommendation, direction, or order of a healthcare provider or the Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others

At the Authority's sole discretion, Sick Leave hours may be used for other reasons not included in this paragraph.

B. ENTITLEMENT

FULL TIME EMPLOYEES

No Full Time Employee shall be entitled to any paid sick leave unless the Ocean City Housing Authority has employed him/her for ninety (90) consecutive days.

At the end of the ninetieth (90th) consecutive day of employment, said employee shall be entitled to sick leave retroactive to the date of commencement of his employment, as described below.

Sick leave time is earned each pay period based on the length of employment. Increases occur based on the employee's full time anniversary date. Only earned sick time can be used for paid sick time off.

Paid sick days shall not accrue during a leave of absence without pay or suspension.

PART TIME EMPLOYEES

No Part Time Employee shall be entitled to any paid sick leave unless the Ocean City Housing Authority has employed him/her for one hundred twenty (120)/ninety (90) consecutive days. Existing employees as of October 29, 2018 can use their accrued sick leave beginning on the 120th calendar day after October 29, 2018 which is February 26, 2019. An employee hired after October 29, 2018 may use accrued sick leave on the 120th calendar after the employee begins working.

At the end of the one hundred twenty (120) consecutive day of employment, said employee shall be entitled to sick leave retroactive to the date of commencement of his employment, as described below.

Sick leave time is earned each pay period based on the calculation listed below. Only earned sick time can be used for paid sick time off.

Part Time Employees may only use up to 40 hours of sick leave per benefit year.

Paid sick days shall not accrue during a leave of absence without pay or suspension.

C. **CALCULATIONS OF SICK LEAVE: FULL TIME**

All full time employees shall be entitled to the following sick leave:

1. Up to the end of the first (1st) year of service, one (1) working day per calendar month, as accrued shall be considered "earned."
2. Each year thereafter, one and one quarter (1 1/4) sick day per calendar month shall be provided (i.e. fifteen (15) working days, per year).
3. Accrued sick balance is not paid upon separation other than full time employees who retire in good standing with the Authority (see Paid and Unpaid Leave – Section 8 Unused Sick Allowance – At Retirement).

All **part time employees** shall be entitled to the following sick leave:

1. Accrual begins October 29, 2018 or the first day of employment, whichever is later.
2. Rate of accrual is 1 hour for every 30 hours worked, up to a maximum of 40 hours of leave per benefit year (October 1-September 30).
3. Part time employees with 40 sick leave hours will not accrue any additional sick leave until and unless the employee's accrued sick leave balance falls below 40 hours.
4. **Upon a part time employee's voluntary or involuntary termination, resignation, or retirement from employment, any unused sick leave, regardless of how it is accrued, shall be forfeited and the Authority will not pay you for any unused sick leave.**

Employees who are provided with more sick leave than they would otherwise be entitled to under the New Jersey Paid Sick Leave Act – whether pursuant to this Section or a separate Agreement – shall not accrue any additional sick leave under the Act.

D. **NOTIFICATION OF ILLNESS SEE CALL OUT PROCEDURE MEMO FOR MORE DETAIL**

An employee who does not expect to report to work on any working day must notify or cause to be notified, the appropriate designated supervisor or his alternate,

or

Cause a message to be delivered in his/her behalf not less than one (1) hour prior to the beginning of his/her shift. **Failure to call** or have a personal message delivered **shall be considered an unauthorized absence**, without leave.

And

Must call answering service not less than one (1) hour prior to the beginning of his/her shift and state reason for absence. **Failure to call** answering service **shall be considered an unauthorized absence**, without leave.

An employee who is unable to work because of the need for sick leave will notify the appropriate supervisor or designee at least one (1) hour before the normal starting time, in so far as possible AND must call the answering service not less than one (1) hour prior to the beginning of his/her shift and state reason for absence. Failure to notify supervisor or designee and call the answering service shall be considered an unauthorized absence, without leave. If the employee indicated that he or she will be unable to work for more than one (1) day, such notice will be deemed sufficient for the additional days as well.

E. ABSENTEEISMS: (3 CONSECUTIVE DAYS)

If an employee is absent for three (3) consecutive working days for any reason as set forth in this Section, said employee shall present proof of illness from employee's doctor stating that he is able to resume normal duties, without restriction. A doctor's note may also be required whenever reasonable to verify illness. Failure to produce a doctor's note may be grounds for denial of sick leave, provided the request for verification is reasonable.

F. EXHAUSTION OF SICK LEAVE

If an employee has exhausted all sick leave, said employee shall use vacation and/or personal time. Sick leave shall not be construed as vacation time and the use of sick time as vacation time will subject the employee to disciplinary action.

G. CHRONIC ILLNESS

When an illness is of a chronic or recurring nature causing occasional absences, one proof of illness shall be required per thirty-(30) day period.

H. ADVANCES IN SICK LEAVE

Advances of unearned sick leave will not be granted. If an employee exhausts vacation, sick leave, and personal days and experiences an authorized absence, employee will not be paid and may be subject to disciplinary action.

I. FAILURE TO PROVIDE MEDICAL EVIDENCE OF ILLNESS

Failure to provide medical evidence of illness will result in denial of sick leave benefits, and the time involved during which the employee was absent shall be charged against vacation and/or personal time.

The Authority reserves the right to have the employee examined by a physician of the Authority's choice when there exists an apparent pattern of leave abuse to ascertain whether or not such employee is in fact ill and unable to perform his/her duties.

Should the employee refuse to submit to an examination, or after the examination is determined that such employee could have performed his/her regular duties, then the Authority shall charge the absence against the employee's accrued vacation leave.

J. ABUSE OF SICK LEAVE

Use of sick leave for any purpose not listed under Section 4(A) above, without prior written permission from Employer, shall constitute an abuse of sick leave. Any employee found to abuse sick leave shall be subject to discipline, up to and including termination.

K. UNUSED SICK LEAVE

FULL TIME EMPLOYEES

ANY amount of sick allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

PART TIME EMPLOYEES

Up to 40 hours of unused earned sick leave can be carried over into the next benefit year. However, part time employees may only use up to 40 hours of leave per benefit year.

SECTION 5: LEAVE OF ABSENCE WITHOUT PAY.

A. Leaves of Absence without Pay.

Employees may be granted a personal leave of absence for up to six months at the sole discretion of the Executive Director if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation, personal and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation, personal and sick leave will be without pay or longevity credit. In exceptional circumstances, the Executive Director may extend a leave of absence for an additional six months, if such extension is considered in the best interests of the Authority.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. Refer to the Authority's Health Benefits Policy. A personal leave is granted with the understanding that the employee intends to return to work for the Authority. If the employee fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

B. Impact of Leave of Absence without Pay upon Health Benefits and Pension Credit.

Employees on a leave of absence without pay may continue coverage for themselves or their dependents under the Housing Authority group plan by taking advantage of the COBRA provision. Employees will no longer receive service and salary credit in the PERS system while on leave of absence without pay. Refer to Public Employees Retirement System Rules and Regulations for further guidance.

SECTION 6: FAMILY AND MEDICAL LEAVE ACT (FMLA) and NEW JERSEY LEAVE ACT (NJFLA) POLICY.

The Authority shall provide family and medical leave in accordance with the federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA"). The Authority will comply with requirements of the New Jersey and Federal Family Leave laws. The laws have similar and different provisions that may provide different rights and obligations for the employee and/or the Authority. The

employee shall be afforded the most favorable rights if there is a conflict in the rights afforded to the employee under the laws.

FMLA Leave – The FMLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twelve (12) month period for the following reasons:

- a. the birth of a child and in order to care for such child;
- b. the placement of a child with the employee for adoption or foster care;
- c. in order to care for the family member of the employee who is suffering from a serious health condition;
- d. for a serious health condition that makes the employee unable to perform the functions of his/her position; or
- e. because of any qualifying exigency arising out of the fact that the employee's family member is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

In addition, eligible employees may take up to a combined total of twenty-six (26) unpaid workweeks in a single twelve (12) month period to care for a covered military service member with a serious injury or illness.

FMLA Eligibility – To be eligible for FMLA leave, an employee must have: (i) worked for the Authority for at least twelve (12) months; (ii) worked at least 1,250 hours in the twelve (12) months immediately preceding commencement of the leave; and (iii) be employed at a worksite where the employer has at least fifty (50) employees within seventy-five (75) miles. The twelve (12) months the staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b). The minimum 1,250 hours worked shall be determined according to the principles established under the Fair Labor Standards Act ("FLSA") for determining compensable hours of work pursuant to 29 CFR §785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

Pursuant to 29 CFR §825.201(b), married couples both employed by the Authority are limited to a combined total of twelve (12) weeks of leave during the applicable twelve (12) month period if the leave is taken for the birth of a child, or to care for such child after birth; for placement of a child with the staff member for adoption or foster care or in order to care for the child after placement; or to care for the staff member's parent with a serious health condition.

Returning from FMLA Leave – Upon return from FMLA leave, an employee shall be entitled to the position he/she held when the FMLA leave commenced, or to an equivalent position of like seniority, status, employment benefits, pay, and other conditions of employment. If the Authority experiences a reduction in force or layoff and the employee would have lost his/her position had the staff member not been on family leave as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system, including a system under any collective bargaining agreement, the employee shall be entitled to reinstatement to the former or an equivalent position in accordance with applicable statutes, codes, and laws.

Certification of Health Care Provider – The Authority expects that requests for FMLA leave for the purposes of the employee's own serious health condition, or to care for a family member with a serious health condition, shall be accompanied by a completed Certification of Health Care Provider (attached). Notwithstanding, following submission of a request for FMLA leave, an employee shall have up to fifteen (15) calendar days to provide the Employer with a completed Certification.

Prior to designating an employee for FMLA leave, he/she shall be required to provide the Authority with the attached FMLA Certification of Health Care Provider form, completed by the employee's and/or employee's family member's health care provider. The information contained in the completed Certification shall guide the Authority in appropriate designation of the employee's leave of absence. The Authority reserves the right to seek additional documentation necessary to initiate/continue an employee's FMLA leave, in accordance with applicable FMLA regulations.

FMLA Entitlement Period – The method to determine the twelve (12) month period in which the twelve (12) weeks of FMLA leave entitlement occurs will be a “rolling” twelve (12) month period measured backward from the date an employee uses any family leave.

Employment While on FMLA Leave – An employee designated for FMLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Authority. The employee may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

Utilization of Paid Leave. Generally, FMLA leave is unpaid. However, depending upon the circumstances, employees may be entitled to receive short-term disability, workers' compensation benefits, paid family leave benefits, or other state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. An employee who is eligible for these benefits may also choose to use accumulated paid leave during their approved unpaid leave. Employees may not receive more than 100% of salary at any time. An employee will be required to use any available accumulated paid leave concurrently with the employee's FMLA leave.

NJFLA Leave – The NJFLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twenty-four (24) month period for the following reasons:

- a. the birth of a child and in order to care for such child;
- b. the placement of a child with the employee for adoption or foster care;
- c. in order to care for the family member of the employee who is suffering from a serious health condition;
- d. because of any qualifying exigency arising out of the fact that the employee's family member is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty);
or
- e. In the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 - a. requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;

- b. prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee, would jeopardize the health of others; or
- c. results in the recommendation of a health care provider or public health authority, that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee, would jeopardize the health of others.

NJFLA Eligibility – To be eligible for NJFLA leave, an employee must have: (i) worked for the Authority for at least twelve (12) months; and (ii) worked at least 1,000 hours in the twelve (12) months immediately preceding commencement of the leave. The calculation of the twelve-month period to determine eligibility shall commence with the commencement of the NJFLA leave. NJFLA leave taken for the birth or adoption of a healthy child may commence at any time within a year after the date of the birth or placement for adoption.

Employment While on NJFLA Leave – An employee designated for NJFLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee on NJFLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Authority. The employee may continue the part-time employment that commenced prior to the NJFLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

NJFLA Entitlement Period – The method to determine the twenty-four (24) month period in which the twelve (12) weeks of NJFLA leave entitlement occurs will be a “rolling” twenty-four (24) month period measured backward from the date an employee uses any leave.

Intermittent and/or Reduced Schedule Leave – Requests for intermittent and/or reduced schedule leave under both the FMLA and the NJFLA shall be reviewed by the Employer on a case-by-case basis and in accordance with the federal and State laws and regulations promulgated thereto.

Relationship to Other Laws – If the employee is eligible for leave for reasons provided under both the FMLA and NJFLA, then the leave time taken shall be concurrent and be applied to both laws. In the event the reason for the family leave is recognized under one law and not the other law, the employee is eligible for each law’s leave entitlements within one twelve (12) month period. For example, an employee may use his/her FMLA leave for a twelve (12) week family leave for their own pregnancy, which is considered a “serious health condition” under FMLA, and upon conclusion of the twelve (12) weeks of FMLA leave, the employee would be eligible for a twelve (12) week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.

During any period of designated FMLA/NJFLA leave, the Authority shall continue an employee’s group health benefits in a manner consistent with that to which the employee received immediately preceding commencement of the FMLA/NJFLA leave. The employee is responsible to make all group health benefits contributions during his/her leave period, in accordance with Chapter 78, P.L. 2011, and any

applicable collective negotiations agreement. If an employee does not return to work after his/her FMLA/NJFLA leave expires, the Authority is entitled to recover health insurance costs paid while the employee was on FMLA/NJFLA leave.

Following exhaustion and/or termination of the FMLA/NJFLA leave period, the Employer may continue an employee's group health benefits, at the employee's request. In the event that the employee determines to continue his/her group health benefits following a period of designated FMLA/NJFLA leave, he/she shall be solely responsible for the full premium amount due.

During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or FLA leaves.

SECTION 7: DOMESTIC VIOLENCE LEAVE POLICY.

The New Jersey Security and Financial Empowerment Act, also known as the "NJ SAFE Act" provides protection for employees and their family members who have been the victim of domestic violence or sexual assault. Employees are entitled to twenty (20) days of unpaid protected leave from work to:

- Seek medical attention for physical or psychological injuries;
- Obtain services from a victim services organization, pursue psychological or other counseling;
- Participate in safety planning for temporary or permanent relocation;
- Seek legal assistance to ensure health and safety of the employee or the employee's relative; or
- Attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

To be eligible for the leave, an employee must meet the following criteria:

- The employee or their child, parent, spouse or domestic partner must be a victim of domestic violence or a sexually violent offense;
- The employee must have worked for the employer for at least twelve months and for at least 1,000 hours during the twelve (12) month period immediately preceding the requested leave; and
- The twenty (20) day leave must be taken within one (1) year of the qualifying event.

Employees may take leave on an intermittent basis but such leave cannot be shorter than one (1) full day. To the extent the leave is foreseeable, employees must provide advanced notice. In addition, employee seeking leave must provide proof that they qualify for the leave. Such proof may include restraining order, letter from a prosecutor, proof of conviction, medical documentation or a certification from an agency or professional involved in assisting the employee.

In certain circumstances, the basis for the leave may also qualify under the federal Family and Medical Leave Act and/or the New Jersey Family Leave act. If so, the Authority will treat the leave concurrently with the leave under those statutes. Employees may be required to use accrued paid vacation leave, personal time or sick leave concurrently.

The Authority shall protect the privacy of employees who seek leave by holding the request for leave, the leave itself or the failure to return to work "in the strictest confidence."

The Authority shall not retaliate, harass or discriminate against any employee exercising his/her right to take the leave provided by this policy.

SECTION 8: FULL TIME EMPLOYEE UNUSED SICK ALLOWANCE – AT RETIREMENT.

- A. ANY amount of sick allowance not used in any calendar year shall accumulate to the full time employee's credit from year to year to be used if and when needed for such purpose.
- B. Pursuant to N.J.S.A. 40A:9-10.4, full time employees commencing service on or after May 21, 2010, upon retirement, shall be eligible for payment for the number of unused sick days accrued or \$15,000, whichever is less.
- C. Pursuant to N.J.S.A. 40A:9-10.2, full time employees or officers commencing employment on or before June 8, 2007, upon retirement, shall be eligible for payment for the number of unused sick days in an amount not to exceed the amount so accumulated as of June 8, 2007 or \$17,500, whichever is greater.
- D. Pursuant to N.J.S.A. 40A:9-10.2, full time employees or officers commencing employment after June 8, 2007 but prior to May 21, 2010, upon retirement, shall be eligible for payment for the number of unused sick days in an amount not to exceed the amount accumulated prior to May 21, 2010 or \$15,000, whichever is greater.
- E. In no event shall a full time employee be paid for sick leave not taken, except in accordance with the provisions so noted in this Section.
- F. For purposes of this Section, unused sick leave shall be calculated at fifty-percent (50%) of the total per-day value for full time employees.
- G. Payment of unused sick allowance at retirement does not apply to part time employees. Part time employees are not paid unused sick allowance at retirement, regardless of how the leave is accrued.

SECTION 9: BEREAVEMENT LEAVE.

Employees shall be entitled up to three (3) days leave (with pay) only for the death of the following family members: (a) mother; (b) father; (c) spouse; (d) child; (e) sister; (f) brother; (g) half-brother/sister; (h) foster child; (i) stepmother/father; (j) stepchild; (k) legal ward/guardian; (l) mother/father-in-law; (m) grandmother/grandfather; (n) grandchild; (o) sister/brother-in-law; (p) niece/nephew; and (q) aunt/uncle; (r) cousin; and (s) other relative residing in the employee's household.

Employees must document this leave and provide the Authority with proof of their need to take such leave in order to receive compensation. Employees may do so by providing documents such as obituaries, funeral arrangement information, burial service information, etc.

If additional time off is needed in a particular case because of extraordinary circumstances (such as long-distance travel), an employee may request the use of sick leave.

At the request of the employee and at the discretion of the Executive Director, the employee may request two (2) additional days to be charged as sick leave. The employee shall be entitled to no paid bereavement for any other person.

SECTION 10: MILITARY LEAVE POLICY.

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. Voluntary training is not considered under the military leave policy. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. (Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary). The paid leave will not be counted against any available time off including, but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave, but shall be granted non-paid military leave without loss of time. Employee must show evidence of military orders.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty days (30) calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Housing Authority group plan by taking advantage of the COBRA provision. Members of the State administrated retirement system (PERS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

COMPENSATION & EMPLOYEE BENEFITS

SECTION 1: COMPENSATION POLICY.

The Authority is not only cognizant of the fact that compensation for time worked is fundamental to its employee, it is also cognizant of the fact that compensation for time worked is regulated, by State law.

A. DETERMINATION OF RATES

Financial compensation for work performed shall be determined on the basis of the individual's "Annual Evaluation and Job Performance Review" and consistent in the case of Civil Service, with Civil Service Regulation.

B. SALARY DEDUCTIONS

1. All local, state, federal, and Social Security taxes will be deducted automatically. No other deductions will be made unless required by law or requested by the employee.
2. Employees who elect to have additional voluntary deductions taken from their pay **must authorize the deduction in writing.**

C. PERIODIC PAY INCREASES

1. Employees, whose services warrant, may be eligible to receive periodic increases, at the discretion of the Executive Director, subject to budget limitations.
2. Salary adjustments shall generally be implemented once annually following a formal written Employee Job Performance Review.

D. PAY DAY

1. Employees are paid by check or direct deposit on a bi-weekly basis on every other Friday during the year. If Friday shall be a legal holiday, payday shall be the preceding day.
2. Should the date of vacation fall before the normal payday, the employee shall be paid on Thursday, upon request.

SECTION 2: COMPENSATORY TIME.

The Authority elects to compensate employees who work over the regularly scheduled hours as follows:

SUPERVISORY POSITIONS

Employees who are in a supervisory position and whose hours are thirty-five (35) hours a week will **receive compensatory time** hour for hour **until forty (40) hours have been reached.**

Hours worked in **excess of forty (40) hours** in a week **are overtime hours**, which must be **compensated at one and one half (1 1/2) hours** compensatory time **for each hour of overtime worked.**

NON-SUPERVISORY POSITIONS

Employees who are not in a supervisory position and whose work hours are thirty-five (35) hours a week will receive **compensatory time** hour for hour **until forty (40) hours in a workweek have been reached.**

Hours **worked in excess of forty (40) hours** a week **are overtime hours** and shall be **compensated at the rate of one and one half (1 1/2) times** the employee's rate of pay.

SECTION 3: OVERTIME COMPENSATION.

Under the Federal Fair Labor Standards Act, certain employees in managerial, supervisory, administrative, computer or professional positions are exempt from the provisions of the Act. There are also employees who may be exempt because their compensation exceeds \$107,432 per year depending upon their job duties. The Authority shall notify all Exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities. Time off consideration for large amounts of additional hours may be provided with the Executive Director and/or her designee's prior approval and at their sole discretion.

All other employees are classified as Non-Exempt and are subject to the provisions of the Act. Depending on work needs, Non-Exempt employees may be required to work overtime. Non-Exempt employees are not permitted to work overtime unless the overtime is budgeted and approved by the Executive Director and/or her designee. Non-Exempt employees working overtime without prior approval will be subject to disciplinary action.

Non-Exempt employees will receive overtime compensation for hours worked in excess of forty (40) in a weekly period at the rate of one and one-half times the regular rate of pay. Non-Exempt employees will also receive overtime compensation for hours worked in excess of eight (8) in a singular day. Employees may choose overtime compensation in the form of overtime pay or compensating time off. For purposes of overtime compensation, hours worked are computed to the nearest one-half hour per day. Vacation leave, personal leave, sick leave, and holiday time are **not** considered time worked for purposes of determining overtime compensation.

SECTION 4: HOLIDAY PREMIUM PAY.

Premium pay shall be compensated for hours worked on an established holiday. Established holiday is:

1. Anytime between 12:01 a.m. and 11:59 p.m. (a twenty-four-hour period) OR any of the official days off and official dates as set forth in this Manual (Absence from Work).
2. Premium pay shall be at double time and one-half times (2 1/2) times the employee's regular hourly rate of pay.

3. The computation of premium holiday pay shall not be contingent upon the employee working forty (40) hours in one week as required by the one and one-half time provision of Federal regulations.

SECTION 5: CALL IN TIME.

If an employee is recalled for duty:

1. He shall receive a minimum guarantee of two (2) hours compensation at the over-time rate, or (see Union Contract – Article 9 - 9.3 Call-In Pay. Any employee who is called in to work prior to his/her next scheduled shift shall receive a minimum of two hours pay for the call-in. When an employee is called in prior to his/her scheduled shift, or is required to work an extended shift, the employee will be paid for the time worked that is contiguous to his/her scheduled shift and will not be subject to the two-hour minimum.)
2. Compensatory time for the number of hours actually worked.

SECTION 6: EMPLOYEE BREAKS.

Administrative personnel are entitled to a one (1) hour lunch period that is to be arranged by the supervisor so that offices continue to function. Other employees are entitled to a one (1) hour lunch break, which will be scheduled by the supervisor.

SECTION 7: WORKERS COMPENSATION POLICY.

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Authority covers workers' compensation benefits through its membership in the New Jersey Public Housing Joint Insurance Fund. Any occupational injury or illness must be immediately reported to the supervisor and Human Resources Director. All required medical treatment must be performed by a Workers Compensation Physician appointed by the New Jersey Public Housing Authority Joint Insurance Fund and payment for unauthorized medical treatment may not be covered pursuant to the Act.

Unless explicitly provided for in the bargaining agreement, the Authority will only pay, either directly or through its Workers' Compensation insurer, those benefits that are specifically provided for under the Workers' Compensation Act and will not supplement these benefits with additional benefits pursuant to NJSA 11 A:6-8.

SECTION 8: ADDITIONAL TRAINING.

- A. Employees will be granted permission to attend professional training sessions, seminars, and vocational classes, which pertain to his/her specific area of work for the purpose of increasing knowledge, skills, and the ability to improve job efficiency.
- B. Permission to attend such classes as listed above shall depend upon budgetary allowances and/or feasibility regarding location and cost.
- C. Permission to attend such training shall be requested in writing and shall be approved by the Executive Director, or his designee.

- D. Once granted permission to attend such training sessions, the employee, unless excused, is expected to attend the classes and/or complete the course.

SECTION 9. HEALTH INSURANCE POLICY.

All employees working 30 hours per week or more shall be entitled to health benefits in a designated health care program effective sixty (60) days after said employee's date of hiring. Eligible employees shall receive health, medical, and prescription benefits in accordance with a contract between the Authority and a qualified medical benefits provider.

- A. **Employee Contributions.** All employees shall make contributions toward the cost of their insurance benefits in the amounts set forth in P.L. 2011, C. 78. All employee premium contributions shall be deducted on a pre-tax basis as permitted by law.
- B. **Changes in Health Benefit Program.** Notwithstanding other provisions of this Article, the Employer reserves the right to change its Health Benefit Program and Benefit Administrator so long as no less benefits are provided.
- C. **Dental.** Eligible employees shall receive paid coverage for themselves and their dependents, under certain dental programs provided by the Authority. Employees who elect coverage under the Dental Expense Plan shall be required to make contributions in accordance with the Dental Expense Plan. The Authority reserves the right to change its dental coverage plan(s).
- D. **Temporary Disability Insurance.** All eligible employees shall be provided with coverage under the State Temporary Disability Benefits Law, through employer-employee contributions as required by such law.
- E. **Continuation of Health Benefits.** Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer-paid coverage ends by paying the monthly premiums prior to the coverage month. An eligible employee who takes leave qualifying under the FMLA or the NJFLA shall have coverage paid by Authority during such leave, except for any contribution requirements as set forth in this Section or as permitted by applicable law.

SECTION 10: RETIREMENT POLICY.

A. Eligible Employees.

- 1. All permanent employees are eligible to participate in NJ Public Employee Retirement System's retirement-plan. Participation is optional with employees hired prior to April 1, 1997.
- 2. Participation in the New Jersey Public Employee Retirement System by any person(s) hired after April 1, 1997, shall be condition of employment.

B. Types of Retirement.

In general, the below retirement types pertain to those members in Tier 1 of the New Jersey PERS. Age requirements and benefit formulas for certain types of retirement vary by

membership tier. For more detailed information, please refer to the NJ PERS website at <http://www.nj.gov/treasury/pensions> or by phone at 609-292-7524.

SERVICE RETIREMENT

The retirement age is 60 or older and no minimum amount of membership credit is required.

EARLY RETIREMENT

Members who have 25 years or more of membership credit before reaching age 60 may retire. If retirement is before age 55, the allowance is permanently reduced. If the employee retires between the ages of 55 and 60 there is no reduction.

DEFERRED RETIREMENT

Members who have at least ten (10) years of membership credit (but less than 25 years) and are not yet sixty (60) years of age when they terminate employment.

VETERAN RETIREMENT

Veterans who have at least 20 years of membership credit who continue employment until age 62.

DISABILITY RETIREMENT

Ordinary disability or accidental disability - For information an employee can call: Division's Benefits Information at 609-292-7524.

For additional information, refer to the state of New Jersey Public Employee's Retirement System members Handbook for more detailed information concerning retirement pensions and benefits.

C. Retirement Health & Hospital Benefit Coverage.

There is no Health & Hospital benefit coverage offered at retirement.

SUPERVISORY PROCEDURES

SECTION 1: INITIAL EMPLOYMENT PROCEDURES.

- A. **Recruitment:** The Executive Director in conjunction with the Personnel Administrator will coordinate the employment recruitment process for all vacancies to ensure compliance with contractual, legal, and equal opportunity requirements. When a vacancy occurs, it is the responsibility of the Supervisor or Department Head to notify the Executive Director who will distribute notification of the vacancy to all departments. Such notification will be posted for five days. The Executive Director or his/her designee will undertake to recruit qualified applicants in accordance with applicable Federal and State law. Where positions are advertised, the media or other periodical utilized must have as wide circulation as possible to encourage applications from candidates from diverse backgrounds and must prominently state that the Housing Authority is an equal opportunity employer.
- B. **Applications:** All candidates must fully complete an application form. A resume will not be considered as a substitute for this form. The application is a confidential document and will not be available to anyone who is not directly involved in the hiring process. **Part of the application process may include a written test, or a performance or demonstration test.**
- C. **Interviews:** The Executive Director may designate the Supervisor or the Department Head to coordinate the scheduling of applicants, development of interview questions and standards to measure candidate responses as approved by the Executive Director. The Executive Director will participate in the interview process. All questions must be in accordance with the New Jersey Division of Civil Rights Guidelines for Pre-Employment Inquiries. The Authority will make reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided the accommodation does not impose an unreasonable hardship of the Housing Authority.
- D. **Physical Examination, Screening, and Criminal Background Checks:** Pursuant to the Americans with Disabilities Act, after an offer of employment is made and prior to commencing employment, the Executive Director **may** require applicants to pass a physical examination in order to ensure that they can perform the duties of their position without injury to themselves or others. The same post-offer physical examination must be performed on all applicants for a particular position. The Executive Director may require periodic physical examinations to determine the employee's continued ability to perform the duties of the position. All physical examinations must be performed by a physician chosen by the Authority at the expense of the Authority. Medical exams may include tests for drug and alcohol use.
- Screening and Criminal Background Checks:** All applicants are required to complete a drug and criminal background screening with negative results. Such screening shall be applied to applicants in accordance with the Authority's rights and any applicable limitations under New Jersey law. An applicant's driving status must also be in good standing.
- E. **Job Offers:** The final decision will be made by the Executive Director after all references and other information has been verified. Every effort shall be made to offer reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the

Housing Authority. The employment offer must be made in a letter to the candidate outlining all terms and conditions of the offer. The letter will also establish a deadline for acceptance.

- F. Acceptance and Rejections:** If the offer is rejected, the Executive Director will decide to hire another candidate or re-open the position. Once a candidate accepts the employment offer, all other candidates will be notified in writing that they were not accepted for the position.
- G. Employability Proof:** After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.
- H. Record Retention:** All applications, notes made during interviews and reference checks, job offers and other documents created during hiring process must be returned to the Personnel Administrator. Documents related to the successful candidate will be placed in the employee's official personnel file except **medical records including physical examinations must be maintained in a separate file.** All records documents related to other candidates must be retained for a least one year. Records and documents created during the hiring process are confidential and must be retained in a locked cabinet.

SECTION 2: BACKGROUND CHECKS AND PROCEDURES FOR CANDIDATES, EMPLOYEES, AND VOLUNTEERS

Criminal background checks are required of all candidates over the age of 18, whether paid or volunteer, who will be working directly or indirectly with children/youth/minors. Criminal background checks will also be performed every three (3) years for each employee or volunteer that works directly or indirectly with children/youth/minors.

Background Check Procedure: The Executive Director or her designee will perform or initiate criminal background checks and be the recipient of reports from outside agencies or contractors. These reports shall include, but are not limited to court records; police department and corrections agency records; registries or watch lists, state criminal record repositories, and the Interstate Identification Index maintained by the FBI. The Executive Director, or her designee, will discuss the potentially disqualifying information received with the employee's or volunteer's department head. A determination that the information is disqualifying shall be made based on whether the disqualification is job-related for the position and is consistent with business necessity.

Written information received as a result of a "Request for Criminal History Record Information for a Noncriminal Justice Purpose" will be destroyed immediately after it has served its authorized purpose, as required by the State Police. Such information will be kept confidential and will not be published or disclosed in any manner inconsistent with the procedures listed herein. Such information will not be deemed a public record under P.L. 1963, c.73 (C:47:1A-1, et seq.), as amended and supplemented by P.L. 2001, c.404 (C:47:1A-5, et seq.).

When a disqualification decision has been made as a result of the Authority's "targeted screening process" described below, the Executive Director will inform the candidate, volunteer, or employee, in writing, of any information that would disqualify the person from working with children/youth/minors. If the Authority contracts with an outside vendor to process the background checks, that contractor may be authorized to inform the person, in writing, of any information that would disqualify the person from working with children/youth/minors. In addition, the individual shall be advised that he/she has the opportunity to explain the criminal record and to demonstrate why the exclusion based on the employer's targeted screening process should not apply to him/her under the circumstances. This information may include evidence of an error in the criminal record, facts surrounding the conviction, age at the time of the

conviction and/or release from prison, evidence of a clean criminal and employment record since release, rehabilitation efforts, positive references, and/or evidence that he/she is bondable. Thereafter, the employer shall give the individual further consideration. Existing employees or volunteers will be placed on immediate suspension pending the outcome of a hearing or appeal. Employee suspensions may be with or without pay at the discretion of the Executive Director.

Conditions Under Which an Employee Will Be Disqualified from Working with Children/Youth/Minors: A candidate, volunteer, or employee may be disqualified from employment in a position that works with children/youth/minors if that person's criminal record history background-check reveals a record of conviction of any of the following crimes and disorderly persons offenses, as defined by New Jersey law or by analogous laws in other states:

- Homicide (N.J.S.A. 2C:11)
- Assault, reckless endangerment, threats, stalking (N.J.S.A. 2C:12)
- Kidnapping (N.J.S.A. 2C:13)
- Sexual Offenses (N.J.S.A. 2C:14)
- Offenses Against the Family, Children and Incompetents (N.J.S.A. 2C:24)
- Controlled Dangerous Substances (N.J.S.A. 2C:35 except for 2C:35-10(a)4)
- Robbery (N.J.S.A. 2C:15)
- Theft (N.J.S.A. 2C:20)

A disqualification from any position will be based only on a conviction for one (1) or more of the above disqualifying crimes and offenses, as a result of the employer's targeted screening process, during which the employer takes into account the following factors:

(a) The nature and gravity of the offense or conduct, including the consideration of (i) the harm caused by the crime, (ii) the legal elements required to prove the crime, and (iii) the classification of the crime (i.e., felony or misdemeanor, etc.); (b) The time that has elapsed since the offense, conduct, and/or completion of the sentence; (c) The nature of the job held or sought, including the consideration of: (i) the job duties (not merely the job title), (ii) the level of supervision to be provided, (iii) the working environment (e.g., private home, outdoors, warehouse), (iv) interaction with others, especially with vulnerable individuals such as children/youth/minors, and (v) the relationship of the criminal history to the job to be performed. An acquittal, dismissal, successful completion of Pre-Trial Intervention (PTI), or expungement of a criminal offense, including a disqualifying criminal offense, is not a disqualifying conviction. Further, an arrest record, standing alone, may not be used to disqualify a candidate, volunteer, or employee from an employment opportunity. However, the employer may make a disqualification decision based on the conduct underlying the arrest if the conduct makes the individual unfit for the position in question, in which case, the conduct, not the arrest, is relevant for employment purposes.

Appeal Process: The Appeals Committee will be comprised of the Executive Director and one (1) other management representative.

When a candidate, employee, or volunteer has been notified of a disqualifying conviction, the individual will have fourteen (14) calendar days to file a Notice of Appeal with the Authority. Such Notice of Appeal must be sent, in writing, to the Executive Director. The Notice of Appeal shall include a Notice of Rehabilitation and/or a Notice that the information is inaccurate or incorrect, pursuant to N.J.A.C. 13:59-1.6.

During the fourteen day (14-day) period listed above, and until the issuance of the decision of the Appeals Committee, an employee will be suspended with pay, pending the outcome of the Notice of Appeal.

In making a determination on the appeal, the following information will be considered:

1. The nature and responsibility of the position which the convicted individual would hold, has held, or currently holds, as the case may be.
2. The nature and seriousness of the crime or offense.
3. The circumstances under which the crime or offense occurred.
4. The date of the crime or offense.
5. The age of the individual when the crime or offense was committed.
6. Whether the crime or offense was an isolated or a repeated incident.
7. Any social conditions which may have contributed to the commission of the crime or offense.
8. Any evidence of rehabilitation, including good conduct in prison or in the community, counseling or psychiatric treatment received.
9. Acquisition of additional academic or vocational schooling, successful participation in correctional work-release programs, or the recommendation of those who have had the individual under their supervision.

The Authority will issue a written determination on the employee's appeal of his/her disqualifying conviction, setting forth the reasons for the determination.

SECTION 3: PERSONNEL FILE PROCEDURE.

A. All Personnel Records shall be considered confidential, in nature.

Personnel service records shall be maintained on every employee. These records shall be maintained by the Personnel Administrator and employee medical information will be maintained in a separate file. Electronic personnel and medical records must be protected from unauthorized access. At least annually, the Personnel Administrator will review files to make sure they are up-to-date and will follow-up with the Department Heads, as necessary.

B. The Official files shall include at least the following:

- Original Application signed by the employee
- A Resume, if applicable
- Notes from any pre-employment interview and reference check
- Educational transcripts
- Specialized training history; commendations; tardiness and absentee records
- The original letter detailing an offer of employment and any additional correspondence concerning the employee's hiring
- A signed acknowledgement that the employee received a copy of the Employee Complaint Policy letter
- A signed acknowledgement that the employee has received the Employee Personnel Policy & Employee Manual
- A signed acknowledgement that the employee received the safety orientation

- Employee's Annual Performance Review, Part I, II, III, IV and disciplinary notices
- Written justification of absences, and all other required records
- Work history, pay records as adjusted, vacation and leave records; and job description
- Counseling Action Plans
- Records relating to on-the-job accidents
- Disciplinary actions including an acknowledgement that the employee was notified of the proposed disciplinary action and was given an opportunity to respond
- Records of employment actions including promotions, demotions, transfers, resignations, leave, etc;
- W-4
- Immigration status
- Copy of valid current NJ driver's license
- Other material, as may be appropriate
- Time Sheets
- Behavioral Standards acknowledgement

Personnel records shall be maintained by categories of information to assure confidentiality and security of personnel data.

C. Non-Privileged Personnel Records.

Upon reasonable prior request, the non-privileged personnel records of any employee shall be open to the inspection of the employee. Copies of the contents shall be made available upon request. Any reproduction costs shall be borne by the employee.

D. Retention of Records.

Personnel service records shall be retained, intact, through the entire period of employment and following separation of service in accordance with Federal and State law.

SECTION 4: REQUEST FOR EMPLOYMENT VERIFICATION & REFERENCE PROCEDURE.

Inquiries and written requests for references or employment verification regarding a current or former employee must be referred to the Executive Director. No employee may issue a reference letter without the permission of the Executive Director. Under no circumstances should any information be released over the phone.

In response to a request for information, the Executive Director may designate his/her Personnel Administrator to respond to this request and direct his designee to only verify an employee's name, date of employment, job title, department and final salary. No other data or information will be furnished unless:

- (1) The Authority is required to release the information by law, or
- (2) The employee or former employee authorizes the Authority, in writing, to furnish this information and releases the Authority from liability.

SECTION 5: EMPLOYEE ANNUAL PERFORMANCE AND EVALUATION POLICY.

The intention of the Housing Authority is to initiate and encourage the utilization of an Annual Employee Job Performance Evaluation as a means to improve the quality of employee skills, and thus strengthen the contribution of its employee in accomplishing the Mission of the Ocean City Housing Authority.

The Annual Employee Job Performance Review Plan and process developed by the Authority is job-objective, job tasking, and performance standards oriented. The evaluation is based upon employee performance against written tasks and explicit standards. The explicit standards provide all employees with clarity of job, instructions through tasking, and quality of work expected through written performance standards. Each employee is supplied with a copy applicable to his/her position, for immediate reference, if needed for review.

The Employee Evaluation is designed to increase interaction between employees and their immediate supervisor and to provide an opportunity for the employee to be recognized for superior work. The Employee Evaluation process provides an opportunity for a special time dedicated to one-on-one job counseling directed at an opportunity to share his/her knowledge and ideas for improving his/her specific job or how the department can improve productivity, services, and the operation of the Authority.

Last, the Employee's Annual Review can be used to assist management in personnel actions such as salary increments and professional development.

SECTION 6: OPEN PUBLIC MEETING ACT PROCEDURE CONCERNING PERSONNEL PROCEDURES.

Discussions by the Board of Commissioners or any public body of the Authority concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current or prospective officer or employee shall be in closed session **unless** the individual requests in writing that the discussion be held in open session. Such request must be granted. Prior to the discussion by the governing body, or any body of the Housing Authority concerning such matters, the Authority shall notify the affected person(s) of the meeting date, time, and place, the matters to be discussed and the person's right to request that the discussion occur in open session. In the event more than one person is affected by the discussion and one of the affected persons does not request that the discussion be in open session then the discussion shall be in closed session. If the individual(s) does not request that the discussion be held in open session, the governing body or other body of the Housing Authority may at its sole discretion invite the affected individual(s) to attend the applicable portion of the closed session.

SECTION 7: INITIAL EMPLOYMENT PERIOD PROCEDURE.

Except where State requirements direct otherwise, new employees or present employees transferring to new positions will be hired subject to an initial employment period of not less than three (3) months or Ninety (90) days as determined by the Executive Director. During this initial employment period, the new employee or transferee will be provided with training and guidance from the supervisor. At the end of the initial employment period, the supervisor will conduct an employee evaluation. New employees may be discharged at any time during this period if the Executive Director concludes that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the Executive Director may extend the initial employment period. Newly hired employees are not eligible for payment of paid time off except holidays until the successful completion of their initial employment period.

Nothing in the procedure set forth in this section shall alter the Authority's employment at will policy. Employment with the Housing Authority is at will and may be terminated at any time with or without cause or notice by the Housing Authority of the employee.

SECTION 8: PROCESSING AND ORIENTATION OF NEW EMPLOYEE PROCEDURE.

All new regular full-time and regular part-time employees will be scheduled to meet with the Personnel Administrator and Department Head on their first day of a general orientation. Copies of all forms and acknowledgements must be reviewed and returned to the Personnel Administrator for inclusion in the employee's official personnel file. The orientation will include:

- A tour of the appropriate facilities to acquaint the new employee with overall operations as they relate to the specific position;
- The completion of all pertinent personnel, payroll, insurance and pension forms;
- A review of the Employee Personnel Policy, Employee Manual, and acknowledgement of receipt;
- The Employee Complaint Policy letter and acknowledgement;
- A safety orientation and acknowledgement; and
- Arrangements for the new employee to complete required PEOSHA safety training.
- Employees with questions or concerns about any forms, instructions, or training will have the opportunity during orientation, and at all times during their employment, to address such questions or concerns with their supervisor or the Executive Director.

SECTION 9: EMPLOYEE PERSONNEL POLICY & EMPLOYEE MANUAL PROCEDURE.

The Administrator shall draft an Employee Personnel Policy & Employee Manual. Once approved, copies will be distributed and employees will be required to sign an acknowledgement of receipt that will be placed in the official personnel file. The Personnel Policy & Employee Manual will be revised and re-distributed whenever there is a significant change in personnel practice or every two years.

SECTION 10: PERFORMANCE EVALUATION PROCEDURE.

Periodic evaluations are critical to create a formal record of an employee's performance over time and establish a foundation for personnel actions such as promotion and termination. In addition to day-to-day feedback to the employee, a performance evaluation must be conducted for all employees annually. The completed appraisal becomes part of an employee's permanent record.

Performance discussions must also provide employees with guidance regarding their ability to meet job standards. Extraordinary skills or abilities should be recognized in addition to areas for improvement. Supervisors or Department Heads should review future training needs and career planning. The reviewer should also encourage the employee to make suggestions about how the department can improve. The reviewer should ask employees for feedback regarding the employee's skills as they relate

to communication, team building, delegation, and sensitivity to needs of subordinates. Open communication is the key to improvement.

Setting the Stage: The reviewer must create a productive climate for the discussion. In preparing the evaluation form, prior evaluations should be reviewed to identify trends. Employees must be notified in advance of the meeting and should be given a copy of the blank evaluation form. Employee shall self-evaluate themselves by completing evaluation form prior to evaluation discussion. The meeting should be private without interruptions in a comfortable environment.

Confirm Expectations: The reviewer should start the discussion of each performance area by reviewing expectations. Ask the employee to confirm the employee's understanding of job requirements. Refer to the job description as appropriate.

Rating: Continue the discussion by giving the employee's rating in each performance area. The supervisor should be prepared to refer to documentation. Employees should be evaluated based on set standards, not as they compare to other employees. It is rare that any person's rating in all areas is either high or low. The evaluation should consider performance during the entire period, not just the recent past. Care should be taken to avoid allowing one aspect of a person's performance to overshadow all other performance factors be it positive or negative. Ideally, each performance area should be evaluated individually based on specific behaviors exhibited.

Discussing Future Plans: This is where the reviewer should turn to the discussion to the future performance and development of the employee. A written action plan must be documented if any item is rated "Needs Improvement" or "Does Not Meet Minimum Standards." Specific performance goals must be established for the next review period along with plans for achieving those goals.

Closing the Discussion: When all performance areas have been discussed, close the discussion by summarizing all of ratings in an overall rating for the review period.

It is crucial that all reviewers complete the evaluation forms with care and with complete candor. Although reviewers are encouraged to set forth areas of strength and utilize tact in presenting criticism, it is important that all performance issues of any significance be addressed thoroughly and in unambiguous terms in the evaluation form, and verbally with the employee.

Exceeds Expectations means consistently exceeds established standards in most areas of responsibility. All requirements must be met and objectives achieved above the established standards.

Meets Job Requirements means all job requirements were met and planned objectives accomplished within established standards. There were no critical areas where accomplishments were less than planned.

Needs Improvement means performance in one or more critical areas does not meet expectations. Not all planned objectives were accomplished within the established standards and some responsibilities were not completely met.

Does Not Meet Minimum Standards means performance is unacceptable and important objectives have not been accomplished. Needs immediate improvement.

After completing the evaluation, the Department Head will return the form(s) with the signed acknowledgement to the Administrator for inclusion in the employee's official personnel file. As a part of the evaluation, employees have the right to request a conference with the Administrator.

SECTION 11: EVALUATION OF DEPARTMENT SUPERVISORS

The Executive Director and the Assistant Executive Director shall evaluate the Department Supervisors as determined by the Table of Organization.

SECTION 12: CONFIDENTIALITY

The original copy of the Annual Job Performance Review will be considered confidential and shall be filed in the Personnel Department. The person in charge of the Personnel records shall exercise and maintain control of all personnel records.

SECTION 13: ACCESS TO EMPLOYEE PERFORMANCE REVIEWS

1. Access to the Employee Performance Reviews shall be limited to the Executive Director, the Assistant Executive Director or a designee, as designated by either the Executive Director or the Assistant Executive Director.
2. The employee shall be entitled to a copy of his/her Annual Employee Performance Review.
3. In the event an employee desires to appeal his/her Annual Employee Performance Review through the Personnel Committee, the employee will be requested to sign a Release of Personal Information Authorization. By signing this release, members of the Personnel Committee will be able to review his/her Annual Employee Performance Review Forms.

SECTION 14: EMPLOYEE COMPLAINT INVESTIGATION PROCEDURE.

Employees have the right to formally or informally report any statement, act, or behavior by a co-employee, supervisor, elected official or visitor that they believe to be improper.

- **Reporting:** Employees should be asked to report complaints in writing utilizing the Employee Complaint form, attached hereto as Exhibit A, but are not compelled to do so.
- **Identification/Screening:** The supervisor or Employment Attorney must report all written or verbal complaints to the Executive Director unless the complaint is against the Executive Director. Upon receipt, the Executive Director will determine if the complaint was made pursuant to the General Anti-Harassment Policy, the Anti-Sexual Harassment Policy, the Whistle Blower Policy, a grievance procedure or is another form of complaint. A file will be established including the written complaint, the investigation procedure followed and the response action plan. As soon as possible but no later than ten (10) days after receiving the complaint, the Executive Director or investigator appointed by the Executive Director will interview the employee. If the employee is reluctant to sign a written complaint, the Executive Director or investigator will prepare written notes of the date, time and place of the complaint and the specific allegations. These notes will be read back to the employee who will be asked to affirm, preferably in writing the information's accuracy.

- **Investigation:** The Executive Director will seek the advice of the Employment Attorney when planning the investigation. The investigation should establish the frequency and nature of the alleged conduct and whether the complaint coincides with other employment events such as a poor performance evaluation. The investigation should also determine if other employees were subjected to similar misconduct. It is important to protect the rights of both the person making the complaint and the alleged wrongdoer.
- **Response Plan – No Corrective Action Required:** The Executive Director will discuss the conclusions with the Employment Attorney and render a decision within (14) fourteen days after the investigation is complete. If the validity of a complaint cannot be determined or the complaint is groundless, the complaining employee should be notified in writing. Care should be taken to avoid being too specific, confrontational or accusatory and to avoid any language that might be construed as defamatory. A general statement is usually more appropriate that the claim was thoroughly investigated, but could not be sufficiently documented or confirmed to justify taking formal action. The employee should be assured that future complaints will be investigated and that the Authority is committed to eliminating wrongful employment practices when they are found to exist. If the investigation reveals that the complainant intentionally and maliciously levied false charges against the alleged wrongdoer, the complainant must be notified of the seriousness of filing a false complaint, and the appropriate disciplinary penalty under the circumstances, up to and including termination.
- **Response Plan – Corrective Action Plan:** If the investigation reveals that the complaint is justified and substantiated, the Executive Director will formulate with the advice of the Employment Attorney a corrective action plan as well as possible disciplinary action. The complaining employee will be notified, in writing that it appears that the complaint was justified and an appropriate response plan has been formulated. A copy of the response plan should be attached to the letter. The response plan should provide for appropriate remedial action to prevent a recurrence of the wrongful act or behavior.

EXHIBITS

EXHIBIT A

ORGANIZATIONAL CHART

Ocean City Housing Authority

Organization Chart

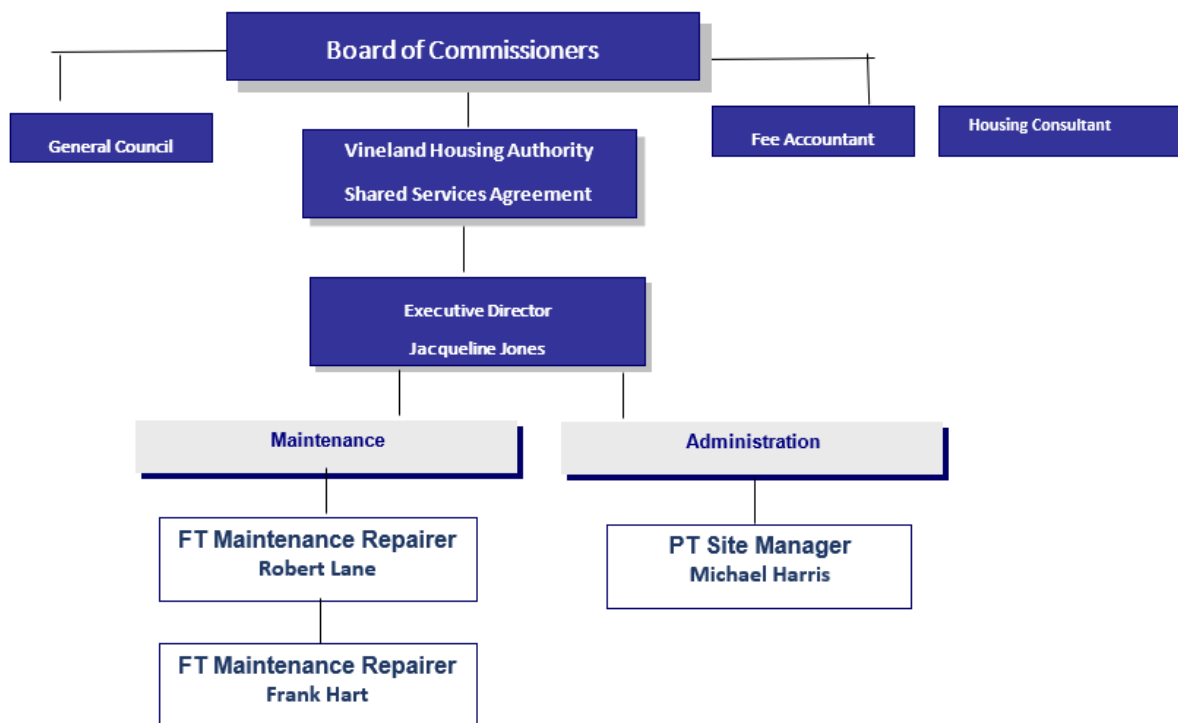


EXHIBIT B

EMPLOYEE COMPLAINT FORM

Ocean City Housing Authority; Employee Complaint Form
Attach additional sheets if necessary to fully complete all questions

Date_____

NAME:_____ **DEPARTMENT:**_____

TITLE:_____ **SUPERVISOR:**_____

Time period covered by this complaint: _____

Individuals who allegedly committed the acts being complained of:

Describe the nature and dates of the acts allegedly committed by each individual:

Identify all persons with knowledge of the complained conduct:

Are there any documents or other evidence that supports the occurrences described above?

If you previously complained about this or related acts to a supervisor or official, please identify the individual to whom you complained, the date of the complaint, and any action taken.

Have you missed any time from work or incurred any un-reimbursed medical expenses as a result of the alleged acts?

Are you afraid that someone may retaliate against you because you filed this complaint? If so, please identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.

What is your requested remedy for this complaint?

ACKNOWLEDGMENT

The information provided above is true and correct to the best of my knowledge.

BY: _____ DATE: _____

To investigate your complaint, it will be necessary to interview you, the accused party, and any witnesses with knowledge of the allegations or defenses. All persons involved in the investigation will be notified that (1) the complaint is confidential, (2) that any unauthorized disclosures of information concerning the investigation or retaliation could result in disciplinary action up to and including discharge.

I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence is deemed relevant.

BY: _____ DATE: _____

EXHIBIT C

**DRUG-FREE WORKPLACE
STATEMENT**

OCEAN CITY HOUSING AUTHORITY

DRUG-FREE WORKPLACE STATEMENT

The Drug-Free Workplace Act of 1988 requires that all Housing Authority workplaces be free of drugs.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Ocean City Housing Authority workplaces.

Any employee convicted of a criminal drug statute violation occurring in Housing Authority workplaces must notify the Ocean City Housing Authority no later than five days after such conviction.

Any employee who is found to be using any controlled substance will be required to participate in an approved drug rehabilitation program.

Any employee who is convicted of a criminal drug statute violation occurring in the workplace will have his employment terminated.

All employees of the Ocean City Housing Authority must abide by the terms of this statement.

I have read the Drug-Free Workplace Statement and I understand the terms of this statement.

Employee's Signature

Date

EXHIBIT D

**QUALITY ASSURANCE/INCIDENT
REPORT**

Ocean City Housing Authority

Quality Assurance/Incident Report

Instructions:

Definition of Incident:

Any of the following types of occurrences involving employees, tenants, guests, contractors, or the public:

Occurrences: Fires, fire alarms, fire alarm malfunctions, vehicle accident, employee injury, tenant injury, injury of other person, theft or alleged theft of Authority property or tenant property, suspicious entry into secured area (including Authority-owned vehicle), significant damage to Authority-owned property, physical altercation between employees, employee and tenant, employee and supervisor, or employee and public, unattended death of tenant or other person, employee interaction with police, fire, or emergency/rescue squad in an emergency situation or similar occurrences, and the significant malfunction of major building system, including elevators, heating system, electrical system, plumbing system, alarm system, and security system, or principal building system.

File first working day after incident.

TO: Executive Director

Day, date, and time of incident: _____

Location of Incident: Project -- _____; Apt. # _____; Address: _____

Employee(s) involved in incident: _____

Describe the incident, including what happened, injuries, property loss/damage, and names of participants:

Describe actions taken by employee/staff:

Indicate recommended action to resolve the outstanding items relating to this incident:

Submitted by: _____

Date: _____

Distribution: ☐ Staff Reporting Incident ☐ Supervisor (if applicable) ☐ Executive Director

Supervisor

Executive Director

EXHIBIT E

BEHAVIORAL STANDARDS

THE OCEAN CITY HOUSING AUTHORITY

BEHAVIORAL STANDARDS

Employee Name: <input style="width: 90%;" type="text"/>	Title: <input style="width: 90%;" type="text"/>
Date of Evaluation: <input style="width: 90%;" type="text"/>	Period Covered: <input style="width: 90%;" type="text"/>

The orderly and efficient operation of the Authority requires that employees maintain discipline, acceptable behavior standards and acceptable standards of conduct at all times. The following behavioral standards have been established to protect the health and safety of employees, customers and public, to maintain orderly production and business activities, to maintain quality assurance in all departments, and to protect the property of the Authority, its employees, and customers.

Employees must maintain, at all times, acceptable behavioral standards, and standards of conduct. Failure of employees to maintain prescribed behavioral standards, failure to maintain at all times proper standards of conduct, or violation of the following rules shall be subject to disciplinary action, including discharge. Employees are required to comply:

Standard	Compliant	Non-Compliant
1. Employees must be at their appointed place of work, ready to work at the regular starting time and remain at work until the regular quitting time.	<input type="checkbox"/>	<input type="checkbox"/>
2. Employees shall smoke only in designated smoking areas, and shall adhere to the smoking policy of the Authority.	<input type="checkbox"/>	<input type="checkbox"/>
3. Firearms or weapons of any kind are not permitted on Authority property.	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees shall not possess or use intoxicating beverages, narcotics, or controlled substances of any kind on Authority property or in Authority vehicles and shall not report to work under the influence of intoxicants, narcotics, or non prescription drugs or controlled substance, nor shall employees, during their work shift, be under the influence of intoxicants, narcotics, drugs, or controlled substance. An employee must be in fit physical and mental condition to perform work assigned.	<input type="checkbox"/>	<input type="checkbox"/>
5. Employees must refrain, at all times, from physical abuse, threatening or foul language, arguments, wrestling, fighting, shoving, throwing articles, shouting, name calling, swearing and/or gesturing in an obscene or threatening manner. The above are all considered unacceptable behavior and are strictly prohibited by Authority employees while on Authority property or conducting Authority business.	<input type="checkbox"/>	<input type="checkbox"/>
6. Sound and established safety behavior and safety practices shall be followed at all times. Safety equipment issued and required for jobs performed must be worn. Violation of sound and established safety practices or conduct which creates a safety hazard shall be considered unacceptable behavior, subject to disciplinary action.	<input type="checkbox"/>	<input type="checkbox"/>

Standard	Compliant	Non-Compliant
7. Reports, records, timesheets, sick report, vacation reports, accident reports, <u>time cards</u> , financial records, occupancy records, work orders, travel records, and all other documents shall be completed and reported accurately and honestly. Falsification of any record, report, document, or claim form is unacceptable behavior subject to disciplinary action.	<input type="checkbox"/>	<input type="checkbox"/>
8. Property of the Authority shall be used exclusively for Authority business Purposes and shall not be used or removed from Authority property for personal use. Telephone time, toll calls, postage, office supplies, maintenance supplies, use of vehicles, maintenance equipment and equipment of the Authority in general is for the exclusive official use of the Authority for its business purposes. No Authority property may be appropriated or removed from Authority property without prior written authorization. No employee may appropriate or remove the property of any customer or other employee. Nor may an employee relocate property from its assigned location without the prior consent of the Supervisor, unless such act is intended to save the property from damage, destruction, or injury to persons.	<input type="checkbox"/>	<input type="checkbox"/>
9. No Authority property, customer/tenant property or other employee property of any kind shall be damaged, destroyed, or abused.	<input type="checkbox"/>	<input type="checkbox"/>
10. Where designated, employee shall sign in and out/punch <u>time card</u> in and out only on his/her own <u>time card</u> . It is unacceptable behavior to sign in/out, punch, in/out another employee's attendance/time.	<input type="checkbox"/>	<input type="checkbox"/>
11. Failure to follow orders, abusive or threatening language, or refusal to obey orders shall be considered insubordination, unacceptable behavior, and shall be subject to disciplinary action.	<input type="checkbox"/>	<input type="checkbox"/>
12. Employees shall not engage in gambling, selling goods or services to other employees, promote religious or political ideologies, solicit donations for causes (other than previously approved charitable donations on behalf of other employees or customers), sell goods or services to customers, or engage in private entrepreneurial activities on Authority property during shift hours of the employee, or as approved by the Executive Director	<input type="checkbox"/>	<input type="checkbox"/>
13. Employees shall enter and leave Authority property at prescribed locations only. Employees shall limit their presence on Authority property to those specific areas in which they have a work assignment. Employees shall not assemble in areas in which they are not assigned.	<input type="checkbox"/>	<input type="checkbox"/>
14. Employees shall not leave their general area of assigned work without the authority of their supervisors and employees shall not leave their employment before the end of their shift.	<input type="checkbox"/>	<input type="checkbox"/>
15. Strangers, relatives and friends of employees are not permitted on Authority property. Employees off duty are not permitted on Authority property. <i>Exceptions:</i> Conducting business relating to Personnel Dept., visiting a customer in their private apartment or a brief visit for a purpose (i.e. dropping off a set of keys, dropping off an important paper).	<input type="checkbox"/>	<input type="checkbox"/>

Standards	Compliant	Non-Compliant
16. Employees unable to report for work as scheduled must report their expected absence one-hour or more before the start of their shift on the day of the absence, by telephone or personal written message, to their supervisor, call the answering service and give the reason for their inability to work.	<input type="checkbox"/>	<input type="checkbox"/>
17. Employees absent (3) days without notifying the Authority are considered to have left the employment of the Authority. Personnel will close their file and settle their accounts.	<input type="checkbox"/>	<input type="checkbox"/>
18. Changes in any personnel information must be reported to the Personnel Director within one working day of the change. This includes, but is not limited to name, address, ZIP code, phone, family composition (for health Benefits and insurance).	<input type="checkbox"/>	<input type="checkbox"/>
19. Employees shall not neglect their job, duties and responsibilities, nor refuse to perform assigned work.	<input type="checkbox"/>	<input type="checkbox"/>
20. All notices to be posted on authority property shall first receive the approval of the Executive Director or his designee, and shall be posted in Authority approved areas, only. No notice or sign posted by the Authority shall be altered or removed for any reason unless authorized by management.	<input type="checkbox"/>	<input type="checkbox"/>
21. Employees shall not restrict the work, production or business activities of another employee or interfere in the performance of their jobs, or engage in any interruption of work or business.	<input type="checkbox"/>	<input type="checkbox"/>
22. Employees shall park private vehicles in designated areas only, shall remove their vehicles from Authority property at the end of their shift, shall park without endangering other vehicles, shall drive as posted on Authority property. Employees shall limit repairs to minor repairs, e.g., change a flat, adjust a carburetor.	<input type="checkbox"/>	<input type="checkbox"/>
23. Employees shall follow rules of office practice.	<input type="checkbox"/>	<input type="checkbox"/>
24. Employees shall treat all Authority matters with confidence. Customer files shall be absolutely confidential and shall be a subject for discussion only on a professional basis, among those employees with a need to know .	<input type="checkbox"/>	<input type="checkbox"/>
25. Employees understand that the spokesperson for the Authority is the Chairman of the Board of Commissioners, the Executive Director or his <u>designee</u> . Others are not the Authority spokesperson.	<input type="checkbox"/>	<input type="checkbox"/>
26. Employees shall limit their activities to their area of assigned duties. Employees shall refer inquiries made to them outside of their area of responsibility to the appropriate Authority employee, giving name of appropriate employee, office address, and phone number.	<input type="checkbox"/>	<input type="checkbox"/>
27. Employees shall administer all business of the Authority, without regard to race, religion, sex, or national origin; and, shall exhibit behavior consistent with the Civil Rights act.	<input type="checkbox"/>	<input type="checkbox"/>
28. Employees shall wear clean, neat uniforms and clothing as assigned and conduct personal hygiene so as not to be offensive to others.	<input type="checkbox"/>	<input type="checkbox"/>
29. Employees shall limit their activities to work to their assigned duties and shall not engage in activities unrelated to their area of work or responsibility except as assigned during periods of emergency. "Emergency" is defined by management.	<input type="checkbox"/>	<input type="checkbox"/>

Standard	Compliant	Non-Compliant
30. Only properly licensed and authorized drivers may drive and operate Authority owned/managed vehicles. Employees (whose job description and tasking) require traveling from one site to another site to perform their job Must possess and maintain a valid drivers license.	<input type="checkbox"/>	<input type="checkbox"/>
31. Personal work projects are not to be brought onto Authority property.	<input type="checkbox"/>	<input type="checkbox"/>
32. Personnel interaction including, but not limited to, kissing <u>hand-holding</u> , caressing, fondling, and other activities leading up to and including sexual intercourse prohibited. Physical expressions of an explicit sexual nature are prohibited by employees on Authority property.	<input type="checkbox"/>	<input type="checkbox"/>
33. Sleeping on the job, or the appearance of sleeping on the job, is prohibited.	<input type="checkbox"/>	<input type="checkbox"/>
34. Employees are restricted from entering a tenant's housing unit for personal or social reasons during the period of their shift. This rule applies to all programs. Employees shall not enter a tenant's apartment to perform any PHA assigned task or for any other purpose without the prior consent of the tenant, except during a period of emergency (as defined). Employees may enter tenants' apartments for purposes as permitted by lease or statute upon authorization of Executive Director, Property Manager, or their <u>designee</u> . When doing so, purpose shall be limited to official matters pertaining to the health and welfare of the tenant, serious administrative matters and/or emergencies relating to health and/or safety, fire, electric-outage, running water, storm damage, or similar occurrence.	<input type="checkbox"/>	<input type="checkbox"/>
35. Employees shall not accept gratuities of any kind for services performed. Services shall not be performed conditioned upon future payment or a cash or non-cash gratuity of value. Employees who are offered a nonalcoholic beverage, cake, pastry, or candy as an expression of gratitude for assistance/ad to tenant, may accept such expressions of gratitude. The quality shall be such that it represents no more than several portions and can be shared by other employees.	<input type="checkbox"/>	<input type="checkbox"/>
36. Employees shall not perform maintenance tasks for tenants, on off-duty hours for a fee, when the maintenance tasks are normally provided free by the PHA. Tenants may request employees to perform personal tasks on off-duty hours, such as run an errand. If employee accepts this offer, task shall not be done during working shift or break.	<input type="checkbox"/>	<input type="checkbox"/>
37. Employees may not leave site of employment during non-lunch break periods. Absence from site for personal reasons shall be considered absent without proper authorization.	<input type="checkbox"/>	<input type="checkbox"/>
38. No employee shall be permitted to accept any remuneration, premium gift, offset, discount, or any other thing or things of value from any person or entity involving his/her duties as an employee of the Ocean Housing Authority, except for regular wages and benefits paid by the Ocean Housing Authority.	<input type="checkbox"/>	<input type="checkbox"/>
39. No employee shall engage in acts of any kind that may be construed to be "sexual harassment." Employees must report acts of alleged sexual harassment to their immediate supervisor, Assistant Executive Director or Executive Director. Supervisor of employee must act immediately on the allegation or complaint.	<input type="checkbox"/>	<input type="checkbox"/>

Standard	Compliant	Non-Compliant
40. Employees shall be in possession of a valid/current NJ Driver's License. No employee shall operate a <u>OCHA</u> vehicle without having a valid/current NJ Driver's License in their possession at the time of operating the vehicle. The loss of a valid/current NJ Driver's License shall be reported to the employee's supervisor immediately. Failure to possess and maintain a valid/current NJ Driver's License will result in disciplinary action, which may result in dismissal.		
41. Employees that are assigned uniforms shall wear these uniforms only in the performance of their duties as Ocean City Housing Authority employees. Assigned uniforms are not to be worn unless the employee is acting on behalf of the Ocean City Housing Authority.		
42. Incident Report forms shall be completed in <u>its</u> entirety by the employee for all incidents on the day of incident. The completed signed form should be given to the employee's immediate supervisor. The immediate supervisor shall read, sign and provide the form to the Executive Director on the day of incident.		

The foregoing behavioral standards (rules) are not intended by the Authority to be all-inclusive and shall not be deemed to exclude management's right to discipline employees for cause. In addition to the behavioral standards (rules) listed above, other rules may be established as necessary, which may apply to specific functions or work areas.

Employees who violate acceptable behavioral standards (rules) are subject to disciplinary action are liable for suspension without pay subject to dismissal for cause.

Instances of non-compliance with Behavioral Standards shall be documented and attached to this "Part of the Report" with the results carried over to "Summary of Behavioral Standards of Employee Evaluation."

Name of Supervisor/person conducting this evaluation:	
Date:	

I have read the "Behavioral Standards" and understand the Standards that I am expected to meet.

Employee Signature

Date

EXHIBIT F

**EMPLOYEE PERFORMANCE REVIEW
FORM**

**OCEAN CITY HOUSING AUTHORITY
EMPLOYEE PERFORMANCE REVIEW FORM**

PERFORMANCE AGREEMENT

Employee's Name & Position	Department	Employee Performance Review
		Period From to

STATEMENT:

I recognize that an annual "Employee Job-Performance Review" is part of the employment process of the Ocean City Housing Authority. Each position in the Authority has a job description. Along with the job description, the VHA has a formal set of "objectives" it expects each employee to accomplish during the year. Each "objective" has a "standard". The standard measures each employee's job performance and the employee evaluation depends upon completing his/her objectives as outlined. The objectives and standards are different for each employee; developed according to his/her job description.

I have read I have read the "Behavioral Standards" and understand the Standards that I am expected to meet. Employees who violate acceptable behavioral standards (rules) are subject to disciplinary action are liable for suspension without pay subject to dismissal for cause.

My supervisor held a meeting with me, at which time, each objective I am expected to accomplish was reviewed. My supervisor explained why meeting my objectives are important and how they relate to the Authority meeting its overall goals.

I have read the Employee's Job & Performance Evaluation Forms as they relate to my position and I understand the tasks I am expected to do and the required standards I am expected to meet.

Note: The employee evaluation consists of three parts as follows:

1. Performance Agreement
2. Objective and Task Performance Review: Specific job performance in the employee job description as more fully set forth in specific objectives and tasks for each position.
3. Behavioral Compliance

Attendance History for the Period of this evaluation:

Attendance (days and half days absent) indicate dates

Vacation	Pers. Days	Sick Leave	Jury Duty	Bereavement Leave	Other	Total

Punctuality:

Dates and times late in arriving at work station ready to work (attach attendance chart):

Employee's Signature: _____

Date: _____

Supervisor's Signature: _____

Date: _____

☐ AGREE or ☐ DISAGREE, REASON FOR DISAGREEMENT: _____

Evaluation of _____

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OCEAN CITY HOUSING AUTHORITY BEHAVIORAL STANDARDS

The orderly and efficient operation of the Authority requires that employees maintain discipline, acceptable behavior standards and acceptable standards of conduct at all times. The following behavioral standards have been established to protect the health and safety of employees, customers and public, to maintain orderly production and business activities, to maintain quality assurance in all departments, and to protect the property of the Authority, its employees, and customers.

Employees must maintain, at all times, acceptable behavioral standards, and standards of conduct. Failure of employees to maintain prescribed behavioral standards, failure to maintain at all times proper standards of conduct, or violation of the following rules shall be subject to disciplinary action, including discharge. Employees are required to comply:

Standard	Compliant	Non-Compliant
1. Employees must be at their appointed place of work, ready to work at the regular starting time and remain at work until the regular quitting time.		
2. Employees shall smoke only in designated smoking <u>areas</u> and shall adhere to the smoking policy of the Authority.		
3. Firearms or weapons of any kind are not permitted on Authority property.		
4. Employees shall not possess or use intoxicating beverages, narcotics, or controlled substances of any kind on Authority property or in Authority vehicles and shall not report to work under the influence of intoxicants, narcotics, or non-prescription drugs or controlled substance, nor shall employees, during their work shift, be under the influence of intoxicants, narcotics, drugs, or controlled substance. An employee must be in fit physical and mental condition to perform work assigned.		
5. Employees must refrain, at all times, from physical abuse, threatening or foul language, arguments, wrestling, fighting, shoving, throwing articles, shouting, name calling, swearing and/or gesturing in an obscene or threatening manner. The above are all considered unacceptable behavior and are strictly prohibited by Authority employees while on Authority property or conducting Authority business.		
6. Sound and established safety behavior and safety practices shall be followed at all times. Safety equipment issued and required for jobs performed must be worn. Violation of sound and established safety practices or conduct, which creates a safety hazard shall be considered unacceptable behavior, subject to disciplinary action.		
7. Reports, records, timesheets, sick report, vacation reports, accident reports, <u>time cards</u> , financial records, occupancy records, work orders, travel records, and all other documents shall be completed and reported accurately and honestly. Falsification of any record, report, document, or claim form is unacceptable behavior subject to disciplinary action.		
8. Property of the Authority shall be used exclusively for Authority business purposes and shall not be used or removed from Authority property for personal use. Telephone time, toll calls, postage, office supplies, maintenance supplies, use of vehicles, maintenance equipment and equipment of the Authority in general is for the exclusive official use of the Authority for its business purposes. No Authority property may be appropriated or removed from Authority property without prior written authorization. No employee may appropriate or remove the property of any customer or other employee. Nor may an employee relocate property from its assigned location without the prior consent of the Supervisor, unless such act is intended to save the property from damage, destruction, or injury to persons.		
9. No Authority property, customer/tenant property or other employee property of any kind shall be damaged, destroyed, or abused.		
10. Where designated, employee shall sign in and out/punch <u>time card</u> in and out only on his/her own time card. It is unacceptable behavior to sign in/out, punch, in/out another employee's attendance/time.		
11. Failure to follow orders, abusive or threatening language, or refusal to obey orders shall be considered insubordination, unacceptable behavior, and shall be subject to disciplinary action.		
12. Employees shall not engage in gambling, selling goods or services to other employees, promote religious or political ideologies, solicit donations for causes (other than previously approved charitable donations on behalf of other employees or customers), sell goods or services to customers, or engage in private entrepreneurial activities on Authority property during shift hours of the employee, or as approved by the Executive Director.		
13. Employees shall enter & leave Authority property at prescribed locations only & shall limit their presence on Authority property to those specific areas in which they have a work assignment. Employees shall not assemble in areas in which they are not assigned.		

Evaluation of _____

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OCEAN CITY HOUSING AUTHORITY

14. Employees shall not leave their general area of assigned work without the authority of their supervisors and employees shall not leave their employment before the end of their shift.		
15. Strangers, relatives and friends of employees are not permitted on Authority property. Employees off duty are not permitted on Authority property. <i>Exceptions:</i> Conducting business relating to Personnel Dept., visiting a customer in their private apartment or a brief visit for a purpose (e.g., dropping off a set of keys, dropping off an important paper).		
16. Employees unable to report for work as scheduled must report their expected absence one-hour or more before the start of their shift on the day of the absence, by telephone or personal written message, to their supervisor, and give the reason for their inability to work.		
17. Employees absent (3) days without notifying the Authority are considered to have left the employment of the Authority. Personnel will close their file and settle their accounts.		
18. Changes in any personnel information must be reported to the Personnel Director within one working day of the change. This includes, but is not limited to name, address, ZIP code, phone, family composition (for health benefits and insurance).		
19. Employees shall not neglect their job, duties and responsibilities, nor refuse to perform assigned work.		
20. All notices to be posted on authority property shall first receive the approval of the Executive Director or his designee, and shall be posted in Authority approved areas, only. No notice or sign posted by the Authority shall be altered or removed for any reason unless authorized by management.		
21. Employees shall not restrict the work, production or business activities of another employee or interfere in the performance of their jobs, or engage in any interruption of work or business.		
22. Employees shall park private vehicles in designated areas only, shall remove their vehicles from Authority property at the end of their shift, shall park without endangering other vehicles, shall drive as posted on Authority property. Employees shall limit repairs to minor repairs, e.g., change a flat, etc.)		
23. Employee shall follow rules of office practice.		
24. Employees shall treat all Authority matters with confidence. Customer files shall be absolutely confidential and shall be a subject for discussion only on a professional basis, among those employees with a need to know.		
25. Employees understand that the spokesperson for the Authority is the Chairman of the Board of Commissioners, the Executive Director or his designee. Others are not the Authority spokesperson.		
26. Employees shall limit their activities to their area of assigned duties. Employees shall refer inquiries made to them outside of their area of responsibility to the appropriate Authority employee, giving name of appropriate employee, office address, and phone number.		
27. Employees shall administer all business of the Authority, without regard to race, religion, sex, or national origin; and, shall exhibit behavior consistent with the Civil Rights act.		
28. Employees shall wear clean, neat uniforms and clothing as assigned and conduct personal hygiene so as not to be offensive to others.		
29. Employees shall limit their activities to work to their assigned duties and shall not engage in activities unrelated to their area of work or responsibility except as assigned during periods of emergency. "Emergency" is defined by management.		
30. Only properly licensed and authorized drivers may drive and operate Authority owned/managed vehicles. Employees (whose job description and tasking) require traveling from one site to another site to perform their job. Must possess and maintain a valid drivers license.		
31. Personal work projects are not to be brought onto Authority property.		
32. Personnel interaction including, but not limited to, kissing <u>hand-holding</u> , caressing, fondling, and other activities leading up to and including sexual intercourse prohibited. Physical expressions of an explicit sexual nature are prohibited by employees on Authority property.		
33. Sleeping on the job, or the appearance of sleeping on the job, is prohibited.		
34. Employees are restricted from entering a tenant's housing unit for personal or social reasons during the period of their shift. This rule applies to all programs. Employees shall not enter a tenant's apartment to perform any PHA assigned task or for any other purpose without the prior consent of the tenant, except during a period of emergency (as defined). Employees may enter tenants' apartments for purposes as permitted by lease or statute upon authorization of Executive Director, Property Manager, or their designee. When doing so, purpose shall be limited to official matters pertaining to the health and welfare of the tenant, serious administrative matters and/or emergencies relating to health and/or safety, fire, electric outage, running water, storm damage, or similar occurrence.		
35. Employees shall not accept gratuities of any kind for services performed. Services shall not be performed conditioned upon future payment or a cash or non-cash gratuity of value. Employees who are offered a		

Evaluation of _____

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OCEAN CITY HOUSING AUTHORITY

nonalcoholic beverage, cake, pastry, or candy as an expression of gratitude for assistance/aid to tenant, may accept such expressions of gratitude. The quantity shall be such that it represents no more than several portions and can be shared by other employees.		
36. Employees shall not perform maintenance tasks for tenants, on off-duty hours for a fee, when the maintenance tasks are normally provided free by the PHA. Tenants may request employees to perform personal tasks on off-duty hours, such as run an errand. If employee accepts this offer, task shall not be done during working shift or break.		
37. Employees may not leave site of employment during non-lunch break periods. Absence from site for personal reasons shall be considered absent without proper authorization.		
38. No employee shall be permitted to accept any remuneration, premium gift, offset, discount, or any other thing or things of value from any person or entity involving his/her duties as an employee of the Ocean City Housing Authority, except for regular wages and benefits paid by the Ocean City Housing Authority.		
39. No employee shall engage in acts of any kind that may be construed to be "sexual harassment." Employees must report acts of alleged sexual harassment to their immediate supervisor, Assistant Executive Director or Executive Director. Supervisor of employee must act immediately on the allegation or complaint.		
40. Employees shall be in possession of a valid/current NJ Driver's License. No employee shall operate a VHA vehicle without having a valid/current NJ Driver's License in their possession at the time of operating the vehicle. The loss of a valid/current NJ Driver's License shall be reported to the employee's supervisor immediately. Failure to possess and maintain a valid/current NJ Driver's License will result in disciplinary action, which may result in dismissal.		
41. Employees that are assigned uniforms shall wear these uniforms only in the performance of their duties as Ocean City Housing Authority employees. Assigned uniforms are not to be worn unless the employee is acting on behalf of the Ocean City Housing Authority.		
42. Incident Report forms shall be completed in its entirety by the employee for all incidents on the day of incident. The completed signed form should be given to the employee's immediate supervisor. The immediate supervisor shall read, sign and provide the form to the Executive Director on the day of incident.		

The foregoing behavioral standards (rules) are not intended by the Authority to be all-inclusive and shall not be deemed to exclude management's right to discipline employees for cause. In addition to the behavioral standards (rules) listed above, other rules may be established as necessary, which may apply to specific functions or work areas.

Employees who violate acceptable behavioral standards (rules) are subject to disciplinary action are liable for suspension without pay subject to dismissal for cause.

Instances of non-compliance with Behavioral Standards shall be documented and attached to this "Part of the Report" with the results carried over to "Summary of Behavioral Standards, of Employee Evaluation.

SUMMARY OF EMPLOYEE BEHAVIORAL STANDARDS - EVALUATION COMMENTS

Areas to be strengthened:	Major strong points are:
1.	1.
2.	2.
3.	3.
And these can be strengthened by doing the following:	And these can be strengthened by doing the following:

GENERAL REMARKS: _____

COMMENTS OF EVALUATED EMPLOYEE: _____

Evaluation of _____

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OCEAN CITY HOUSING AUTHORITY

EMPLOYEE OBJECTIVE & TASK PERFORMANCE REVIEW

PERFORMANCE VALUES

OUTSTANDING 4	VERY GOOD 3	ACCEPTABLE 2	MARGINAL 1	UNACCEPTABLE 0
Performance which exceeds job objectives.	Sustained performance which results in complete accomplishment of job.	Satisfactory performance which partially fulfills job objective.	Inconsistent performance which requires immediate improvement	Substandard performance which fails to fulfill job objectives.

1. JOB KNOWLEDGE	RATING					COMMENTS
	4	3	2	1	0	
Demonstrates knowledge gained through job experience, required education, or specialized training.						

2. QUANTITY OF WORK	RATING					COMMENTS
	4	3	2	1	0	
Performs expected amount of daily workload; completes job assignments on a timely basis.						

3. QUALITY OF WORK	RATING					COMMENTS
	4	3	2	1	0	
Performs assigned work in accurate, thorough, and orderly manner.						

4. ALERTNESS/ADAPTABILITY	RATING					COMMENTS
	4	3	2	1	0	
Knows job instructions, meets changes in job conditions; solves work related problems.						

5. DEPENDABILITY	RATING					COMMENTS
	4	3	2	1	0	
Requires absolute minimum of supervision; is reliable.						

6. STABILITY	RATING					COMMENTS
	4	3	2	1	0	
Thrives under pressure; very good tolerance for crisis.						

7. COMMUNICATIONS	RATING					COMMENTS
	4	3	2	1	0	
Communicates with clients, supervisor and co-workers in a professional manner; listens attentively.						

8. DRIVE	RATING					COMMENTS
	4	3	2	1	0	
Sets high goals; has high desire to achieve.						

9. PERSONAL APPEARANCE	RATING					COMMENTS
	4	3	2	1	0	
Represents a Housing Authority employee in overall character, habits, appearance and conduct.						

Evaluation of _____

Page 5 of 6

OCEAN CITY HOUSING AUTHORITY

10. COURTESY	RATING					COMMENTS
	4	3	2	1	0	
Demonstrates consistent politeness, attention and positive attitude towards the public.						
Works effectively with co-workers and supervisors.						

11. HOUSEKEEPING	RATING					COMMENTS
	4	3	2	1	0	
Orderly, conscientious about neatness and cleanliness of work area.						

12. ATTENDANCE/ PUNCTUALITY	RATING					COMMENTS
	4	3	2	1	0	
Reports to work area on time; provides advance notice when not reporting to work; strives to achieve excellent attendance record.						

13. SUMMARY OF BEHAVIORAL STANDARDS	RATING					COMMENTS
	4	3	2	1	0	
Has been found to be in compliance with all Behavioral Standards, Employee Evaluation.						
Total Score						

SUMMARY OF EMPLOYEE EVALUATION

OBJECTIVES AND TASK PERFORMANCE - Evaluation Comments

Areas to be strengthened:	Major strong points are:
1.	1.
2.	2.
3.	3.
4.	4.
And these can be strengthened doing the following:	And these can be strengthened by doing the following:

GENERAL REMARKS: _____

Add additional sheets as necessary for remarks.

Evaluation of _____

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EXHIBIT G

EMPLOYEE DISCUSSION FORM

Employee Discussion

Ocean City Housing Authority

Employee: _____ Date of Discussion: _____ Supervisor: _____

Problem:

Objective:

STEPS:

1. Facts:
2. Policy Violated:
3. Employee's Statement:
4. Reason behavior must change:
5. Employee agrees to:
6. Areas of Agreement:
7. Monitoring and follow-up:

NOTES:

FOLLOW-UP NOTES:

EXHIBIT H

DISCIPLINARY ACTION NOTICE

Disciplinary Action Notice

PLEASE PRINT

Ocean City Housing Authority

Employee Name:

Date of Warning:

Employee/Payroll#:

Department:

Shift:

Type of Violation

Attendance	<input type="checkbox"/>	Carelessness	<input type="checkbox"/>	Insubordination	<input type="checkbox"/>
Lateness/Early Quit	<input type="checkbox"/>	Failure to Follow Instructions	<input type="checkbox"/>	Violation of Safety Rules	<input type="checkbox"/>
Rudeness to Employees/Residents/Vendors	<input type="checkbox"/>	Falsification of Company Documents	<input type="checkbox"/>	Inefficiency	<input type="checkbox"/>
Unsatisfactory Work Quality	<input type="checkbox"/>	Violation of Company Policies or Procedures	<input type="checkbox"/>	Other	<input type="checkbox"/>

Previous Warnings

	DATE	BY WHOM
Informal Discussion	<input type="text"/>	<input type="text"/>
Verbal Warning	<input type="text"/>	<input type="text"/>
Written Warning	<input type="text"/>	<input type="text"/>
Written Warning	<input type="text"/>	<input type="text"/>

Employer Statement

Date of Incident: Time: AM
PM

Employee Statement

☐ I agree with Employer's statement.

☐ I disagree with Employer's description of violation for these reasons:

EMPLOYEE SIGNATURE _____ / DATE _____

Action to be taken: ☐ Warning ☐ Probation ☐ Suspension ☐ Dismissal ☐ Other _____

Consequence following next warning: _____

I have read this Disciplinary Action Notice and understand it.

SIGNATURE OF EMPLOYEE _____ / DATE _____

SIGNATURE OF SUPERVISOR WHO ISSUED WARNING _____ / DATE _____

Employee Name:
Date of Warning:

Employee/Payroll#: Department: Shift:

Employer Statement continued

EXHIBIT I

GRIEVANCE PROCEDURE FORM

Ocean City Housing Authority
GRIEVANCE PROCEDURE FORM

This form will be used for presenting a grievance in accordance with the Department procedures.
Items must be completed in ink or typed.

Institution, agency, or other component of Department _____

_____ Title _____ Date _____

Date of incident _____ My grievance is _____

To correct my grievance the following should be done _____

Check one: ☐ I will represent

☐ My employee representative will be

Name _____ Title _____ Org. (if any) _____

Signature of employee

STEP 1
SUPERVISOR

Action taken _____

_____ Date _____

Has grievance been satisfactorily resolved: ☐ Yes ☐ No

Signature of employee

Signature of immediate Supervisor

STEP 2

Action taken _____

_____ Date _____

Has grievance been satisfactorily resolved: ☐ Yes ☐ No

Signature of employee

Signature of Executive Director
Ocean City Housing Authority

STEP 3

THIS SECTION TO BE COMPLETED BY EMPLOYEE

Check one: ☐ I will not have non-employee representation

☐ My non-employee representative(s) will be:

Name(s) _____

Organization _____

Action taken _____

_____ Date _____

Has grievance been satisfactorily resolved: ☐ Yes ☐ No

Signature of employee

Signature of Personnel Committee
Ocean City Housing Authority

STEP 2

- a. In the event satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the Executive Director of the Housing Authority within five (5) working days following the determination at Step 1.
- b. The Executive Director, or his designee, shall render his decision within five (5) working days after the receipt of the complaint.

STEP 3

Should the employee disagree with the decision of the Executive Director, or his designee, the employee may, within five (5) working days, submit to the Board a statement in writing and signed as to the issues in dispute. In the event, the employee files his statement with the Board at least six (6) working days prior to a Board meeting, the matter shall be placed on the agenda for the Board meeting. Statements filed less than six (6) days before a Board meeting may be heard by the Board at the meeting or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the Executive Director together with the disputed areas submitted by the employee. The employee and/or the liaison representative may request an appearance before the Board. The Board will render its decision within eight (8) working days after the Board meeting at which the matter has been reviewed.

EXHIBIT J

TRAVEL POLICY

OCEAN CITY HOUSING AUTHORITY

Travel Policy

1. **Purpose:** To establish guidelines and standards for travel expenses for employees or commissioners of the Housing Authority.
2. **General Provisions:** Employees or commissioners of the Authority may perform official travel upon authorization by the Board or as authorized by the executive director and chairman.
3. **Transportation Expenses:** Transportation expenses for employees or commissioners authorized to travel on official business of the Authority shall be paid by the Authority. When transportation by automobile is required, employees use an Authority vehicle if available. Airline (tourist or coach) or first-class rail and Pullman accommodations, if advantageous, shall be the standard means of transportation. Such transportation expenses shall be approved in advance by the Authority as stated in paragraph 7 below.
4. **Lodging:** Lodging expenses for employees or commissioners authorized to travel on official business of the Authority shall be paid by the Authority. Such lodging expenses shall be approved in advance by the Authority as stated in Paragraph 7 below.
5. **Other Expenses:** In addition to transportation costs as stated in Paragraph 3 above and lodging expenses as stated in Paragraph 4 above, each employee and commissioner shall be reimbursed expenses, which are necessarily incidental to the performance of official business of the Authority while travelling. Such expenses shall include, but shall not be limited to, taxi fares, telephone tolls, telegrams, facsimiles, and meals. Each commissioner or employee shall be given in advance of travelling a check in the amount of \$75 for each day of travel. Upon return, each commissioner or employee shall provide to the Authority documentation for expenses incurred while travelling. Documented expenses shall be evaluated pursuant to Paragraph 7 for "reasonableness." Only those expenses determined to be reasonable shall be allowed. To the extent per diem allowed expenses exceed \$75, the commissioner or employee shall be reimbursed the allowed amount in excess of \$75 per day. To the extent per diem allowed expenses are less than \$75, the commissioner or employee shall reimburse the Authority the difference between the \$75 per day advanced to the commissioner or employee and the actual amount of allowed per diem expenses.

6. **Registration:** Registration for conferences, conventions, seminars, classes, and the like must be made early. No registration will be made after the “early registration date” designated by the conference provider.
7. **Authorization:** Authorization for attendance and reimbursement for Authority employees shall be made by the executive director. Authorization for attendance and reimbursement for Authority commissioners shall be made by the chairman. In the event the executive director and chairman are submitting reimbursable expenses, the evaluation for “reasonableness” shall be determined by the Finance Committee.
8. **Attendance:** Attendance at major conventions such as NAHRO, PHADA, and other major public housing conventions will be limited to one trip per year, per authorized employee and commissioner. Travel arrangements other than registration and lodging will be the responsibility of the traveler.
9. **Reimbursement:**
 - a. All expenses must be verified and documentation must accompany the Housing Authority’s Travel Expense Sheet.
 - b. No expenses will be reimbursed unless all expenses are supported with documentation attached to the Travel Expense Sheet.
 - c. Reimbursement for use of a privately-owned automobile for authorized out-of-town travel shall be paid by the Authority at the current IRS Standard Mileage rate. Whenever automobile travel is involved, signed records of car expenditures and mileage, or of mileage only, in the case of a privately-owned automobile, shall be submitted and approved before payment. If two or more persons travel in the same automobile, only one person shall be reimbursed for mileage (if travel is by private car).