

**EXTRACTS FROM THE MINUTES OF A REGULAR  
MEETING OF THE FRAMINGHAM HOUSING AUTHORITY**  
HELD ON August 10, 2015

The Members of the Framingham Housing Authority met in Regular Meeting at 1 John J. Brady Drive, in the Town of Framingham, Massachusetts, at 7:13 a.m. on August 10, 2015. The Meeting was called to order by the Chairperson, and upon roll call, those present and absent were as follows:

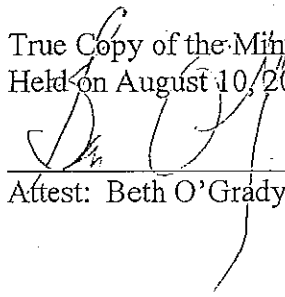
PRESENT:           Faith C. Tolson-Pierce  
                      Janice M. Rogers  
                      Phyllis A. May  
                      Robert L. Merusi  
                      Stephen P. Starr

Motion to approve Sick Time Law revision.

Upon roll call vote, motion by Commissioner Rogers; seconded by Commissioner Merusi, it was voted to approve Sick Time Law revision; the ayes and nays were as follows:

Faith C. Tolson-Pierce	Aye
Janice M. Rogers	Aye
Phyllis A. May	Aye
Robert L. Merusi	Aye
Stephen P. Starr	Aye

True Copy of the Minutes of the Regular Meeting  
Held on August 10, 2015.

  
Attest: Beth O'Grady, Interim Executive Secretary

Ja

Framingham Housing Authority  
Employee Handbook  
June 2012

Amended July, 2015: Sick Leave Portion, Page 9, 10.

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# FRAMINGHAM HOUSING AUTHORITY

## EMPLOYEE HANDBOOK

June 2012

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## PURPOSE OF THIS EMPLOYEE HANDBOOK

The Framingham Housing Authority Employee Handbook has been designed specifically for you. It provides an overview of company programs, personnel policies, work rules and benefits. No handbook can anticipate every present or future circumstance, and this one is not designed to do so. It does not contain all of the Authority's policies and is offered to you only to highlight those that are most commonly applied. Framingham Housing Authority hopes the handbook will keep you abreast of these particular policies and procedures. This Handbook does not form the basis of a written contract, and no supervisor or manager has the authority to make contrary representations. Nothing in the Framingham Housing Authority handbook qualifies limits or alters the relationship between you and the Authority, which remains at will. Subject only to any written agreement that may apply to you, both you and the Authority retain the power and right to terminate your employment relationship at any time, for any reason, either with or without notice. The Authority may delete, modify, or add to any of the provisions of this handbook as well as any of its other personnel policies in its sole discretion. As policies and benefits described here are revised, updated pages will be distributed to you. Please keep this handbook readily available and insert the updated material promptly so it is kept current at all times. Note that a copy of the updated manual will be kept at the Authority's main offices for your review, upon request. The office copy is the only official copy of the handbook, and only its terms will apply to your employment at the Authority. A copy is provided to you for your information and for easy reference. If you fail to keep your copy of the handbook up to date, its terms may differ from those that in fact apply to your employment.

## **NOW, BE IT RESOLVED BY THE FRAMINGHAM HOUSING AUTHORITY AS FOLLOWS:**

### **1. BASIC PRINCIPLES**

The employment of personnel and all actions affecting employees shall be based solely on merit, ability and equity. The Framingham Housing Authority is committed to a policy of equal employment opportunity for all employees and applicants for employment. We subscribe to the following principles:

- We will recruit, hire, train and promote persons in all job classifications without regard to race, color, religion, sex, age, sexual orientation, physical or mental disability, or veteran status. We will base decisions on employment so as to further the principle of equal employment opportunity.
- We will ensure that personnel actions with respect to hiring and firing, promotions, compensation, benefits, transfers, layoffs, returns from layoff, company-sponsored training, educational programs, tuition assistance, social programs, and recreational programs will be administered without regard to race, color, religion, sex, sexual orientation, national origin, or physical or mental disability.

The employment of more than one member of the same immediate family will be avoided.

## 2. ORGANIZATION

The Framingham Housing Authority is a public body political and corporate, duly organized and existing pursuant to Massachusetts law. The Board of Commissioners are legally responsible for the overall operation of the Authority. The Board consists of five (5) individuals, four (4) members are elected by the electorate of the Town of Framingham, and the fifth member is appointed by the Commonwealth. The day-to-day activities of the Authority are administered by an Executive Director and the Authority staff.

Every employee shall be given the authority necessary to perform his/her assigned duties.

## 3. POSITION CLASSIFICATIONS

Except as otherwise expressly provided herein, these personnel policies apply to all employees of the Framingham Housing Authority.

All positions in the Authority are grouped into two (2) categories: Maintenance Bargaining Unit employees and non-union employees. Members of the Maintenance Bargaining Unit are subject to the union agreement negotiated between the Unit and the Authority.

## 4. COMPENSATION

Compensation for Maintenance Bargaining Unit employees shall be determined in accordance with provisions of law. The Authority shall rely upon wage and benefit rates set by the Commissioner of the Department of Labor and Industries, and the U.S. Dept. of HUD. Compensation rates for Unit employees shall be consistent with any applicable terms of their union agreement.

Compensation for all other employees shall be determined by the Authority, in its sole discretion. The Authority shall review job classification, performance, salary ranges, pertinent local public practice, and regulatory agency budget limitations. Each employee's compensation shall be determined individually.

## 5. AUTHORITY TO EFFECT PERSONNEL ACTIONS

Authority to hire, promote, transfer, demote, suspend and separate personnel shall be vested in the Executive Director and delegated to management personnel as the Director may deem appropriate. The Executive Director shall set wage and benefit rates for all employees.

Part-time employees shall not be entitled to benefits, including holidays and personal, sick and vacation leave, unless such benefits are required by law or otherwise agreed to in advance.

## 6. CHANGES IN STATUS OF EMPLOYMENT

Promotions – Vacated or newly established positions shall be filled to the fullest extent consistent with efficient operations by the promotion of qualified employees and in accordance with labor agreements when applicable. Such positions shall be posted in the central office of the Authority prior to public advertisement.

In the event the Executive Director in his/her sole discretion determines that a current employee meets the qualifications of the vacated or new position, he/she may appoint such employee to the position.

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

- A. If he/she has been found to be unsuited for his/her present position but determined to be qualified to serve the Authority in a lower paying position.
- B. If his/her position has either been abolished or reallocated to a lower paying classification and he/she cannot be transferred to a position of equal pay. It shall be clearly indicated on all papers that the transaction in no way reflects on the employee's performance or ability.
- C. At any time a demotion is deemed to be in the best interest of the Authority.

### 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 will be made to place affected employees in positions that will permit them to retain their salaries.

In making transfers within the organization, due consideration shall be given to the desires of the employee involved.

Suspensions – An employee may be suspended from duty without pay by the Executive Director for a period not to exceed five (5) working days:

- A. For disciplinary reasons.
- B. Pending investigation of any matter the Authority deems worthy of investigation, if the Authority deems suspension to be in its best interests. If an

investigation clears a suspended employee of the allegations that led to the suspension, he/she shall be paid for the period of suspension.

C. If the Authority deems suspension to be warranted, in the best interests of the Framingham Housing Authority.

#### Separations

A. Resignations – An employee who desires to terminate his/her employment is asked to submit a written resignation and provide the Authority with two (2) weeks advance notice.

B. Dismissals – An employee who gives unsatisfactory service, violates regulations or Authority policies, or otherwise commits any act that the Authority deems inappropriate may be subject to dismissal, either with or without notice, as the Authority may deem proper and necessary. When an employee is terminated, he/she may request a review of the termination decision by the Executive Director and/or Board of Commissioners. All such reviews shall be conducted in accordance with the written termination review policy of the Authority. In the event that a terminated employee is a member of the Maintenance Bargaining Unit, any Grievance and Arbitration procedures contained in the bargaining unit contract shall supersede this paragraph.

#### Reduction in Force

A. If the Authority decides, in its sole discretion, that it is necessary to reduce personnel, the selection of employees to be laid off or retained shall be based upon the Authority's needs, job functionality, and employee performance. In appropriate circumstances, length of service shall be given consideration. In all instances, however, the Authority will make decisions based on its best interests and judgments, notwithstanding the length of an individual employee's service to the Authority.

B. At least two (2) weeks' notice prior to dismissal shall be given any employee affected by a reduction in force.

#### Civil Service

- No employee of the Authority, except an employee occupying the position of Executive Director, who has held his/her office or position, including any promotion or reallocation within the Authority, for a total of five (5) years of uninterrupted service, shall be involuntarily separated from employment except subject to, and in accordance with the provisions of Sections 41 to 45, inclusive, of Massachusetts General Laws Chapter 31, to the same extent as if said office or position was classified under said Chapter.



## 7. WORKING HOURS

The regular work week for Maintenance Bargaining Unit employees shall consist of forty (40) hours on such days and times as is necessary to provide adequate coverage of maintenance operations. Schedules shall be set by the Authority, consistent with any requirements of the Unit's contract.

The regular work schedule for supervisory, clerical, and other employees shall consist of thirty seven (37.5) hours per week. Schedules shall be set by the Authority. Overtime – Overtime work shall be avoided as far as possible. Except in emergency circumstances, overtime must be authorized in advance. Employees who work overtime without advance approval from management will be subject to discipline. Overtime shall be authorized at the discretion of the Executive Director as necessary for the timely completion of a work product or the efficient operation of the Authority. Overtime work shall be compensated as follows:

- A. For Maintenance Bargaining Unit employees, in conformance with the terms of the union contract currently in force and the provisions of Massachusetts and federal law.
- B. For non-exempt supervisory and clerical employees, overtime shall be compensated as follows:

For work in excess of eight (8) hours per day, or 37.5 hours per week, employees shall be compensated at the rate of one-and-one-half (1-1/2) their hourly rates of pay.

- C. At the discretion of the Executive Director, non-exempt employees, may be granted personal leave in compensation for work performed above and beyond their normal work schedules..

### Tardiness

It shall be the policy of the Framingham Housing Authority that if an employee reports to work late more than twenty percent (20%) of the time in any month, unless excused in writing by the Executive Director or his designee, the following disciplinary action shall be taken:

First Offense	Oral Warning
Second Offense	Written Warning
Third Offense	Three Day Suspension without Pay
Fourth Offense	Dismissal from Employment

## 8. ABSENCE FROM WORK

- A. Holidays - The following holidays with pay shall be observed:
  - New Years' Day
  - Martin Luther King Day
  - President's Day
  - Patriot's Day
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veteran's Day

Memorial Day

Thanksgiving Day  
Christmas Day

## B. Personal Days

Each employee shall be granted three personal days off per year. Request for personal days of leave shall be submitted to the Executive Director at least one day before the date of leave. A personal day may be granted at the discretion of the Executive Director even though notice is less than one day, should an emergency arise.

Personal days must be used prior to December 31 of each year. Employees may not carry unused personal days over to the following year. The maximum personal days per year is three.

## C. Funeral Leave

In event of death in his/her immediate family, an employee may be allowed time off without loss of pay for a maximum of three (3) days, not including the date of death. The immediate family is defined as the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandfather, grandmother or other relative who is a regular member of the employee's household, including step-relatives. In the case of other family members, at the discretion of the Executive Director, one day of leave shall be granted.

## D. Family and Medical Leave

All employees who have worked more than 1250 hours in the prior twelve (12) months of employment, and who give the Authority at least thirty (30) days notice when leave is foreseeable, shall be entitled to twelve (12) weeks leave each year for the following reasons:

1. For birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

Covered employees may take up to 26 weeks of leave in a 12-month period to service member with a serious injury or illness incurred in the line of duty if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

Such leave may be taken intermittently or on a reduced work schedule where medically necessary. Such leave shall be without pay, except that an employee may elect or be required to take accrued vacation or personal leave, and in the case of the

employee's illness, sick leave. Where leave is taken for a serious health condition, FHA may require certification by a physician documenting the medical necessity for the leave. Employees taking Family and Medical Leave shall be restored to their positions or equivalent positions without loss of benefits or seniority. The terms of this leave shall be defined and construed in compliance with the Federal Family and Medical Leave Act.

**E. Maternity/Paternity Leave**

An employee who has been employed for at least three (3) consecutive months, who shall give at least two (2) weeks notice of his or her anticipated date of departure and intention to return, shall be granted a leave of absence of up to six (6) months in the event that the employee or employee's spouse gives birth or adopts a child under three (3) years of age. This leave of absence shall be without pay, except that the employee may use any accumulated vacation, personal, or in the case of illness, sick time. Any leave granted under this policy shall run concurrently and not in addition to any leave granted under the Family and Medical Leave Act for a like purpose.

**F. Vacation Leave**

The vacation year of the Authority shall be the period January 1 to December 31, inclusive.

From the date of hire, non-union employees shall accrue vacation days at the rate of 5/6 days per month. Commencing on an employee's fifth (5<sup>th</sup>) anniversary date, he/she shall accrue vacation at the rate of 1-1/4 days per month. Following an employee's tenth (10<sup>th</sup>) anniversary date, he/she shall accrue vacation at the rate of 1-2/3 days per month. Following an employee's twentieth (20<sup>th</sup>) anniversary, he/she shall accrue vacation at the rate of 2-1/12 days per month.

On the fifth (5<sup>th</sup>), tenth (10) and twentieth (20<sup>th</sup>) anniversary dates, employees shall be credited with five (5) additional vacation days.

No employee may carry forward more than 30 annual leave days into the next calendar year. Annual leave days over 30, which are not used before December 31<sup>st</sup> of any year will be forfeited.

However, if the Authority cannot schedule a vacation for dates properly requested in accordance with Authority policy, an employee may carry over the unscheduled vacation days into a new calendar year. The Authority shall schedule the vacation to be completed within ninety (90) days after January 1.

An employee who is permanently separated shall be paid in a lump sum for any accrued but unused vacation leave at his/her regular rate of pay.

In no other event shall an employee be paid for annual leave not taken.

Accrual and use of vacation leave for Maintenance Bargaining Unit employees will be in accordance with the collective bargaining agreement.

**G. Sick Leave**

All employees shall be credited with sick leave with pay at the rate of 1-1/4 days per month. Sick leave shall be used by employees who are unable to work because of

illness or injury of the employee or a member of his/her immediate family living in the employee's household or because of medical appointments or other ongoing treatment. It is also the policy of the Authority to take corrective action for unauthorized use and or abuse of sick leave. Sick leave may be used for any of the following purposes:

- To care for an ill child, spouse, parent or parent of a spouse;
- To care for the employee's own physical or mental illness, or attend dental appointments;
- To attend routine medical appointments for the employee or a child, spouse, parent or parent of a spouse; or
- To address the psychological, physical or legal effects of domestic violence.

When an employee is sick and unable to report to work, the employee must notify his/her immediate supervisor or designee within a half hour of starting time. Notification is defined as actually speaking to immediate supervisor or designee. If immediate supervisor or designee is unavailable you must speak to next in the chain of command. If you are using sick leave for a medical appointment the Authority may request a statement from the physician who has examined the employee or the ill member of the employee's immediate family.

If the sick leave continues past the first day, the employee will notify his/her supervisor or designee every day thereafter unless prior notification was given of the number of days off. When sick leave continues for three (3) consecutive days, employee will be required to provide medical documentation of the reasons for the absence. The Director or Designee may at any time request Medical documentation of an absence that is shorter than three (3) days when he/she sees fit.

#### UNAUTHORIZED USE OR ABUSE OF SICK LEAVE

When unauthorized use or abuse of leave is substantiated, the Director or Designee will take corrective and progressive disciplinary action.

#### SICK TIME DEFINITIONS

- 1) sick leave is absence for a medical reason
- 2) Unauthorized use of sick time is as follows:
  - failure to notify supervisor of medical absence
  - failure to provide physician's verification when requires or requested
  - supplying fraudulent physician verification
- 3) Misuse of Sick Leave: use of sick leave for that which is not intended or provided.

The following uses of sick leave shall be considered abuses of sick leave:

- a. Before and/or after holidays
- b. Before and/or after weekends or regular days off
- c. After pay days
- d. Any one specific day

- e. Absence following overtime work
- f. half days
- g. continued pattern or maintaining Zero or near Zero leave balances
- h. excessive absenteeism- use of more sick leave than granted

Upon ordinary retirement or death, but not under any other form of job termination, the Authority will buy back from a non-bargaining unit employee or his/her heirs, any unused accumulated sick leave at the employees regular daily pay rate as follows:

- (i) Employees hired before October 1, 1998: An employee shall receive reimbursement for 20% of his/her unused sick leave up to a maximum of \$5,000.
- (ii) Employees Hired After October 1, 1998: Days of unused, accumulated sick leave beyond 100 and up to a maximum of 200 shall be subject to buy-back at the rate of one for every five days remaining, with one day defined as a normal work day at the employee's prevailing rate of base pay, and a maximum payment of \$3000.

#### H. Workers' Compensation Leave

In order to maintain regular earnings to the highest extent possible, sick leave may be used by an employee injured in the course of employment, to the extent accrued sick leave is available, until payment under the Workers' Compensation Act is received. At no time, however, may an employee receive more than his/her regular wages as a result of Workers' Compensation and sick leave payment. An employee injured at work shall promptly inform the Director of Finance and Administration when he/she learns that a workers' compensation payment has been approved. Sick leave used between the date of injury and the date compensation payments begin shall be repurchased and credited back to the employee upon approval of compensation payments covering the same period of time.

When an injured employee is not receiving a payroll check from the Authority, union dues, disability insurance premiums and other regular payroll deductions will cease and the employee will be responsible for these payments. The Authority will pay the employee's share of group health insurance premiums until it gives notice to the employee that he/she must pay his/her share directly. The employee will be required to reimburse the Authority for the employee's share of the premium payments that the Authority makes on the employee's behalf.

An employee absent due to an approved workers' compensation injury will accrue vacation and sick leave during the first year of absence. Successive Workers' Compensation Leaves shall be cumulative if an employee returns to work for sixty (60) days or less and then goes back on Workers' Compensation leave. When an employee returns to work from Workers' Compensation leave, the employee will be allowed an amount of time equal to the period of Workers' Compensation leave or to

the end of the calendar year, whichever is longer, to bring his/her total accrued vacation leave back under the thirty (30) day limit.

**I. Leave without Pay**

Any employee, with good cause, desiring leave of absence shall secure written approval from the Board of Commissioners. Such leave may not exceed one (1) year. No employee may accept employment elsewhere while on leave of absence. Failure to comply with this provision shall result in discharge or other appropriate disciplinary action. An employee on leave without pay shall not accrue vacation leave, sick leave, or other benefits. Credit for service time shall be suspended during the leave period.

**J. Absence Without Authorization**

Absence without proper authority or approval shall be considered sufficient cause for suspension or dismissal of the employee at the discretion of the Authority.

If an employee is absent without proper authorization, deduction shall be made from his/her pay for the period of absence.

**K. Military Leave**

Employees who leave their jobs to enter military service in time of war or national emergency are entitled to certain job protections that vary based on circumstances. On return from military leave, a qualifying employee shall be restored to his/her former position or to an equivalent.

Leave of absence with pay shall be granted to an employee who is a member of the National Guard or Organized Reserve to fulfill his/her annual tour of duty requirement. This leave period is normally two (2) weeks and shall not exceed seventeen (17) days. An employee on such leave shall be paid an amount equal to the difference between his/her regular Authority pays his/her National Guard or Reserve pay.

**L. Jury Duty**

Employees who are called for jury duty shall be granted court leave. Notice of service shall be filed with the Executive Director upon receipt of summons.

The pay of any employee who has received a subpoena for jury duty or as a witness will continue at the regular rate. All reimbursement received shall be turned over to the Authority to be credited against regular salary. Payment by the court to the employee for travel expense at the prevailing rate may be retained by the employee.

When an employee has been granted leave for jury or witness service and is excused by proper court authority, he/she shall report to his/her official place of duty whenever the interruption in jury or witness service will permit four or more consecutive hours of employment.

## 9. HEALTH AND SAFETY

The Framingham Housing Authority wishes to maintain high standards for safety in order to eliminate, as far as possible, industrial accidents and illnesses. We have prepared the following list of safety rules. Any violation of these rules is cause for disciplinary action that could include immediate termination. Other acts that endanger the safety or well-being of employees or others can also be grounds for internal discipline or termination from employment.

1. Walk at the workplace. Never run.
2. Observe all warnings and no smoking signs.
3. Report any accident to your supervisor at once.
4. No "horseplay" at any time.
5. Keep work areas clear of materials, spills, and other hazards.
6. Stack materials or parts carefully so they cannot fall.
7. Use prescribed safety equipment such as glasses, shoes, gloves, etc.
8. Do not wear loose clothing around machinery.
9. Keep all machinery guards in place and follow all safety instructions on any equipment.
10. Use safety equipment when available. Never disconnect or lock out any safety device.
11. Keep fire extinguishers clear of all obstructions and easily accessible. Fire extinguishers will be used for fire only, and may not be removed from area.
12. Keep exits clear from obstruction.
13. Keep work areas clean and neat. Put trash in trash containers. Clean up spills immediately.
14. Keep all metal ladders away from electrical wiring or other hazards. Use ladders safely and properly. Use care at all times when climbing ladders or other heights.
15. Report defective tools and equipment to your supervisor immediately.
16. Remain within the speed limit when driving vehicles. Follow all other driving rules of the road.

## 10. TRAINING

### A. Training and Education

The Authority shall provide new full-time employees sufficient on-the-job training and/or outside workshops, seminars, etc. (within budgetary limitations) to gain efficiency in the performance of their assigned duties and responsibilities.

### B. Education

All employees are encouraged to continue their education in order to improve job performance. Subject to budgetary limitations and as provided below, the Authority shall reimburse employees for all or part of the costs of courses that are mandatory or otherwise work-related. All reimbursements shall be approved in advance. An employee requesting reimbursement shall do so in writing to The Executive Director. The request must be accompanied by acceptable and complete documentation that clearly describes the course material and the costs tuition, registration, books, etc.

When an employee is required to pursue a course or credential as a condition of employment, the Authority shall reimburse the affected employee one hundred percent (100%) of the costs of the mandated course.

When an employee wishes to improve job performance by taking a work-related course offered by the Commonwealth's State College system, and provided that the Executive Director has approved the job-related nature of the proposed course, the Agency shall reimburse the affected employee one hundred percent (100%) of his/her educational costs upon presentation of an acceptable request for reimbursement and evidence of a passing grade.

Reimbursement shall be provided only as funds are available to the Authority.

In the event insufficient budgetary authority is available to provide full reimbursement to all employees requesting it, reimbursement may be at less than 100% and shall be based on the available funds in the budget.

## 11. GRIEVANCES

Right of Employees – Employees shall have the right to present grievances, individually, as a group, or through their designated representatives, in accordance with procedures established by the Authority. No employee will suffer adverse consequences as the result of bringing a grievance in good faith. Subjects of grievances shall be determined by the Authority. If a union agreement provides a grievance procedure for covered employees, those employees shall be subject to that process only. Supervisors at all levels shall receive and act promptly on employees' complaints in accordance with Authority procedures.



## 12. PERFORMANCE RATINGS

Employees shall receive annual performance ratings. Performance ratings shall be noted in employee service records and shall be considered in all personnel actions.

## 13. PERSONNEL RECORDS

A personnel file shall be maintained for each Authority employee and shall contain information pertinent to his/her employment, including job titles, dates of employment, pay changes and related information. Any employee may review his/her personnel file by making an appointment to do so. Employees may obtain a copy of the contents of their files by written request. A copying fee may apply.

## 14. TRAVEL

- A. With advance approval by the Board of Commissioners, employees of the Authority may perform official travel when in the interest of the Authority. Attendance at conferences, conventions and meetings shall be limited to the number of persons necessary to cover the meeting adequately.
- B. The Authority shall pay transportation costs for Commissioners and staff authorized to travel on official business of the Authority. The lowest cost accommodations shall be the standard means of transportation.
- C. Reimbursement for use of a privately owned automobile for authorized travel shall be made at the rate of 40 cents per mile. Signed records of car expenditures and mileage or of mileage only in the case of privately owned automobiles, shall be submitted and approved before payment. If two or more persons travel in the same automobile, only the vehicle owner shall be reimbursed for mileage or for car expenditures.
- D. Reimbursement shall be made for reasonable hotel accommodations. If travel is conference-related, the traveler shall seek the lowest primary conference hotel room rate. In the case of non-conference travel, the traveler shall seek reasonably priced accommodations, consistent with convenience and local conditions.
- E. Reimbursement shall be made for the reasonable cost of meals (exclusive of liquor) up to a maximum of \$50.00 per diem.
- F. Cost of taxi fares, telephone calls, telegrams, secretarial services, and similar items necessarily incident to the performance of official business shall be considered reimbursable items.
- G. Reimbursement shall not be made for expenses incurred for the sole benefit of the traveler such as valet service, entertainment, laundry and similar services.
- H. To be reimbursable, all travel expenses shall be documented and supported by receipts, signed by the traveler and approved by the Executive Director prior to reimbursement.

## 15. RETIREMENT

All eligible employees will participate in the Framingham Retirement System pursuant to General Laws, Chapter 32. Participation by any eligible person hired after the effective date of the retirement system shall be a condition of employment.

## 16. ADMINISTRATION

The Executive Director shall have the primary responsibility for enforcement of the provisions and purposes of this Policy.

## 17. RESTRICTIONS ON POLITICAL ACTIVITIES

Employees whose salaries are paid in whole or in part by Federal Funds are subject to the provisions of the Federal Hatch Political Activities Act. (Title 5 U.S.C. Secs 1501-1508). Among the activities prohibited by the Act are the following:

Employees may not:

- a. Use official authority or influence for the purpose of interfering with or affecting the results of elections or nominations for office;
- b. Directly or indirectly coerce, attempt to coerce, command or advise a state or local officer or employee to pay, lend or contribute anything of value to a party, committee, organization, or agency; or
- c. Run for elective office as a partisan candidate.

In addition, employees shall not permit the Authority's facilities, equipment, or materials to be used to advance the candidacy of elected officials. While on the job or on the Authority's property, employees shall not conduct themselves in such a manner that their actions could lead others to believe they are a candidate for public office.

Furthermore, MGL Chapter 55 places additional restrictions on the activities of government workers and the uses of government owned buildings.

The laws and regulations governing political activities are varied and complex (depending upon individual payroll funding). Therefore, employees are required to solicit, through the Executive Director, the opinion of General Counsel prior to engaging in any political activities.

## 18. DRUG-FREE WORKPLACE POLICY

Employees whose salaries are paid in whole or in part by Federal funds are subject to the Drug-Free Workplace Act of 1988.

It is the policy of the Framingham Housing Authority to prohibit the unlawful possession, use, dispensation, distribution or manufacture of controlled substances on the job. Violation of this policy will result in disciplinary action up to and including termination of employment. Depending on the circumstances, action as deemed appropriate by the Company may be taken against any violator of this policy. Employees must comply with this policy. Any employee arrested in connection with a criminal drug violation occurring in the workplace will face immediate discipline.

At the present time, the Authority does not require mandatory drug testing of employees. We may, however, conduct random or targeted drug tests when the safety of employees or others may be affected by drug use. Such tests may be deemed necessary based on observed inconsistent or erratic behavior that constitutes a health or safety hazard to other employees or to the employee displaying the behavior.

#### 19. RESTRICTIONS ON OUTSIDE EMPLOYMENT

Outside employment shall not be undertaken if it in any way violates the provisions of the Conflict of Interest Law or DHCD Standards of Conduct Regulations. In no event may employees transact private business during normal business hours or perform work for pay for tenants of the Authority at any time.

Outside employment shall also not be undertaken if it will in any way interfere with the employee's job performance at the Authority, including their on-call availability in emergency situations.

#### 20. DRESS CODE

Employees shall dress and present themselves in a neat, tasteful, businesslike manner that is appropriate to the job they perform for the Authority. The Authority shall be solely responsible for judging the appropriateness of all clothing. In the event this policy is violated, the Authority may instruct employees to leave the job site and correct violations before returning to work.

#### 21. SMOKING POLICY

No smoking shall be permitted within any Authority buildings, including enclosed private offices used by individuals.

"Smoking" shall be defined as the lighting of any cigar, cigarette, pipe or other tobacco product or having the possession of any lighted cigar, cigarette or pipe product.

"No Smoking" signs shall be posted in conspicuous areas, i.e., front lobby, lunchroom, conference room, etc.

## 22. TELEPHONE AND EQUIPMENT USE

Efficient use of telephones and other Authority equipment is vital. Although we understand that personal uses are sometimes necessary, we must insist that computers, telephones and other equipment be generally confined to the conduct of Authority business, with exceptions only for essential personal matters on a limited basis. Telephones are not to be used for personal, long-distance calls. Any abuse of this policy will lead to discipline up to and including termination of employment. When answering telephones, operating equipment, or interacting with others, please be as courteous and prompt as possible.

All electronic and telephonic communication systems and all communications and stored information sent, received, created on or contained in the information systems are the property of the Framingham Housing Authority and as such are authorized to be used only for job-related purposes. You should not consider any material on these systems to be private. The Authority has access to and reserves the right to retrieve and review all information on the system, including information that any employee has protected by password. Erased or deleted material may remain available for retrieval and review. The system must not be used to communicate improper messages, e.g. messages that are defamatory, derogatory, obscene or otherwise inappropriate, or to perform activities that are outside an employee's scope of duties. If you do send or receive an occasional personal communication, you may be responsible to reimburse the Company for any charges that are incurred, such as long distance or access charges. If you use this equipment for personal purposes, you do so at your own risk.

Employees are responsible to maintain the confidentiality of material on the systems. They may not remove from the premises any hardware, software, files or data without written permission from their direct supervisor. You may not use a password, access a file or retrieve any stored communication in another person's area of the system without advance authorization. All passwords are the property of the Authority and no employee may use a password that is unknown to the Company. Further, because of the danger of viruses and incompatibility, any hardware or software not purchased or approved for use by the Authority must not be used with or installed on any system without the prior approval. In no event are games of any kind to be maintained or used on any Authority computer.

The Authority reserves the right to look at, listen to or use anything on its systems and to by-pass any password. To ensure that the use of electronic and telephonic communications systems and business equipment is consistent with legitimate business interests, authorized representatives of the Authority may monitor the

use of its systems in its sole discretion, at any time, with or without notice, and notwithstanding any password.

Access to the internet is provided to staff members for the benefit of the Authority and its clients. Employees are responsible for seeing that the internet is used in an effective, ethical and lawful manner. Employees are not permitted to subscribe to internet chat rooms, mailing lists and lists servers without advance written approval from the Authority. No files or data of any kind may be downloaded to a computer except pursuant to established policy.

Violation of this policy may result in discipline up to and including termination from employment.

## 23. DRIVERS SAFETY POLICY

Employees operating or riding in motor vehicles during the course of Authority business must wear safety belts at all times.

All employees who operate a motor vehicle during the course of their job duties must possess a valid Massachusetts driver's license and must comply with all Restrictions on their licenses while driving during work. A photocopy of the license of each such employee shall be made upon hire and license renewal thereafter, and the photocopy shall be kept in the employee's personnel file. Supervisors will conduct a visual check of such employees' drivers' license on a quarterly basis to ensure that the license is valid, that the license belongs to the employee, and to identify any restrictions such as corrective lenses or daylight operation. Any employee whose drivers' license becomes invalid due to revocation, suspension or expiration shall notify his/her supervisor immediately.

Any employee whose job description requires a valid Massachusetts Drivers' License and whose license is suspended or revoked for the first time and for a period of 180 days or less shall be suspended from employment without pay for said period of license suspension. Upon a second license suspension or upon suspension for more than 180 days, shall be terminated.

## 24. ANTI-HARASSMENT POLICY

### I. Policy Overview and Purpose

It is the goal of the Framingham Housing Authority to promote a workplace that is free of sexual harassment and harassment based on a person's age, national origin, race, religion, sexual orientation, or disability. Harassment of employees in the workplace or in work-related settings is unlawful and will not be tolerated by this organization. It is also unlawful to retaliate against individuals who complain about harassment or cooperate with harassment investigations. This, too, will not be tolerated by the Authority. Conduct that violates this anti-harassment policy will be dealt with swiftly and decisively in

accordance with the procedures described here. Corrective actions that may include discipline or termination are potential penalties for those who violate the proscriptions of this policy.

While this policy sets forth our goal of promoting a workplace that is free of harassment, it is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of harassment.

## **II. Definition of Sexual Harassment**

**The legal definition for sexual harassment is this:**

Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

(a) Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or

(b) Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under this definition, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad. In addition to the above examples, other sexually oriented conduct, whether intentional or not, that is unwelcome and creates a hostile, offensive, intimidating, or humiliating workplace environment for male or female workers may also constitute sexual harassment.

It is not possible to list all circumstances that constitute sexual harassment. What follows are a few examples of conduct that, if unwelcome, could constitute sexual harassment. In determining whether conduct is sexually improper, the Framingham Housing Authority will consider its severity, pervasiveness, and all other relevant circumstances.

### **Examples of Improper Sexual Conduct**

1. Unwelcome sexual advances, whether they involve physical touching or not. This does not mean that two consenting adults who happen to work for the Authority cannot see each other socially outside the workplace. It does mean that all employees must respect each other sexually and physically. Repeated sexual advances after initial rejection is one example of disrespect that will violate this policy. ANY non-consensual touching of another is also improper.
2. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments on an individual's body, comments about an individual's sexual activity, deficiencies, or prowess. Any and all of this conduct is improper in ALL circumstances. It will not be tolerated by the Authority.
3. Displays of sexually suggestive objects, pictures, cartoons and the like.

4. Unwelcome leering, whistling, brushing against the body, sexual gestures, and suggestive or insulting comments of a sexual nature.
5. Inquiries into a person's sexual experiences.
6. Discussion of or inquiry into a person's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

### III. Other Forms of Harassment

Harassment based on a person's age, national origin, race, religion, sexual orientation, or disability also violates this policy. Conduct is harassing on any of these bases if, as in the case of sexual harassment, it has the purpose or effect of intimidating, hostile, humiliating or offensive work unreasonably interfering with an individual's work performance by creating an environment. It is equally improper to harass an individual based on age, etc., as it is to do so based on gender.

Just as with sexual harassment, it is impossible to describe with particularity every circumstance that might constitute harassment based on age, national origin, race, religion, sexual orientation, or disability. Employees must remember that unwelcome comments or actions that relate to one of the categories listed here are improper. Epithets, jokes, written or oral references to a person's age, etc., gossip regarding any of these characteristics, any other overt or covert reference to a person's age, national origin, race, religion, sexual orientation, or disability are improper. This does not mean that consenting, reasonable people are forbidden from discussing these topics. It does mean that unwelcome references of these types are improper and should be avoided in all cases.

When in doubt, employees should refrain from such references. All should also remember that one person's joke is another's offensive comment. Even friendly jocularity concerning age, etc., is improper. Displays of objects, pictures, cartoons and the like that are suggestive of age, national origin, race, religion, sexual orientation, or disability are also improper and should be avoided at all times.

### IV. Complaints of Harassment

If any of our employees believes that he or she has been subjected to sexual or any other form of harassment, the employee has the right to file a complaint with our organization.

This may be done in writing or orally.

If you would like to file a complaint, you may do so by contacting your supervisor. If you are uncomfortable approaching your supervisor for any reason, you may also contact the executive director or any manager who is employed by the Authority. Each of these persons is also available to discuss any concerns you may have and to provide information to you about our policy against harassment and our complaint process.

## V. Sexual Harassment Investigation

When we receive a complaint, we will promptly investigate it in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed the harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

## VI. Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

## VII. State and Federal Remedies

In addition to the above, if you believe you have been subjected to unlawful harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies, and we encourage you to use our internal process in the first instance.

Each of the agencies has a short time period for filing a claim.

1. The United States Equal Employment Opportunity Commission ("EEOC")  
1 Congress Street, 10<sup>th</sup> Floor  
Boston, MA 02114  
(617) 565-3200

2. The Massachusetts Commission against Discrimination ("MCAD")

Boston Office:

One Ashburton Place, Rm 601  
Boston, MA 02108  
(617) 727-3990

Springfield Office:

424 Dwight Street, Rm 220  
Springfield, MA 01103  
(413) 739-2145



## ACKNOWLEDGEMENT AND SIGNATURE PAGE

I \_\_\_\_\_, acknowledge receipt of my copy of the employee handbook and understand it is my responsibility to read it and know its contents. I understand and agree that the handbook rules and provisions are subject to change, and may be amended, revised or rescinded by the Framingham Housing Authority at any time. I agree to keep my copy of the handbook updated by inserting new or altered pages as appropriate. I also understand and agree that my employment is terminable at will. Both the Framingham Housing Authority and I remain free to end our work relationship at any time, for any reason or for no reason. I understand that nothing in the manual constitutes a promise to me.

I understand that I will be responsible for the return of this manual upon termination of my employment with the Framingham Housing Authority. I also agree and understand that, upon termination of my employment for any reason, it is my obligation to return to the Authority all of the Company's property, including but not limited to any office keys, uniforms, cellular telephones, credit cards, automobiles, and other items. I understand that all items given to me by the Authority during my employment remain the property of the Authority. I also understand that I will be personally responsible to reimburse the Authority for the cost of any property that I fail to return when I leave employment or that I unreasonably damage during my employment.

Date \_\_\_\_\_