

SWANSEA HOUSING AUTHORITY

Personnel Policy

The Swansea Housing Authority is a public body, politic, and corporate, duly organized and existing pursuant to Massachusetts General Law, Chapter 121B, Section 3. The members of the Board are legally responsible for the overall operation of the Authority. The Board consists of five individuals, four are elected and the fifth member is appointed by the Commonwealth. The day to day activities of the Authority are administered by an Executive Director/Managing Agent and the Authority staff.

A. BASIC PRINCIPLES

1. Merit System

The employment of personnel and all actions affecting employees shall be based solely on merit ability and justice.

2. Nondiscrimination

There shall be no discrimination against employees or applicants for employment in account of race, color, national origin, sex, age, marital status, ethnicity or religion or any political or union affiliation as per Executive Order 11246, and in accordance with the principles embodied in Title 6 of the United States Civil Rights Act of 1964 and all applicable State Statutes. The Authority shall not discriminate against handicapped individuals seeking employment and shall make reasonable accommodations to qualified handicapped individuals.

3. Politics

All members, officers and employees of the local agency whose employment as such constitutes their principal employment, are subject to the provisions of Section 12 (a) of the Hatch Act. If any individual who is also engaged in some other employment or occupation is doubtful as to his/her status under the Hatch Act, he/she may present the matter in writing to the United States Civil Service Commission for a ruling.

4. Nepotism

No member of the immediate family of an LHA board member or an administrative or supervisory employee shall be eligible for employment in any capacity at the LHA without the prior written approval of the Department. The Department may at its discretion approve employment of such immediate family member provided that there has been compliance with all pertinent hiring standards and procedures, the individual is qualified for the position, and the appointment has not been influenced by any consideration other than merit.

No LHA employee shall hold a position in which he or she directly or indirectly would supervise a member of his or her immediate family.

No LHA shall contract with or purchase goods or services from an LHA board member, employee, or member of the immediate family of such board member or employee, or from any closely held entity in which an LHA board member or employee holds any capital stock or has any beneficial interest.

B. COMPENSATION

The Board of Commissioners of the Housing Authority shall exercise discretion in authorizing salary levels within the ranges on the schedule. Salaries will be determined on an annual basis and effective upon approval of the budget by the Department of Housing and Community Development.

1. Maintenance

For maintenance employees whose salaries are fixed pursuant to Massachusetts General Law, Chapter 121B, Section 29, appropriate compensation rates shall be paid in accordance with the prevailing rates by classification as established by the Commissioner of the Department of Labor and Industries, subject to the Department of Housing and Community Development's approved budget.

2. Administrative

For administrative employees other than the Executive Director, appropriate compensation rates shall be determined upon review of the classification performance, current salary, salary range of each of the organizational subordinates and the ability to pay within the prescribed funding level, subject to the Department of Housing and Community Development and HUD's approved budget.

3. Executive Director/Managing Agent

For the Executive Director, the appropriate compensation rates shall be determined upon a review of his/her performance in a manner consistent with the Board's standards, goals, and objectives and in accordance with the current Executive Director's Salary Schedule as published by the Director of Department of Housing and Community Development or Management Fee agreed upon by all parties.

C. AUTHORITY TO EFFECT PERSONNEL ACTIONS

Authority to appoint, promote, transfer, demote, suspend and separate personnel shall be vested in the Executive Director/Managing Agent and such other officials as are formally designated to act for him/her, except that personnel actions shall be reserved for Board action on the recommendation of the Executive Director/Managing Agent.

D. CHANGES OF STATUS OF EMPLOYMENT

1. Promotions

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

2. Demotions

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

- a. If he/she has been found unsuited for his/her present position and may be expected to give satisfactory service in a lower paying position,
- b. If this position has been either abolished or re-allocated to a lower paying class and he 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.

3. Transfers

- a. Employees shall be transferred within the organization as far as practical to positions where their highest skills will be best utilized.
- b. When transfers of personnel are necessitated by organizational changes, every effort shall be made to place 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 employee involved.

E. SEPARATIONS

1. Resignations

An employee who desires to terminate his/her employment shall submit a written resignation at least two weeks in advance, setting forth his/her reason for resigning.

2. Dismissals

a. An employee who gives unsatisfactory service or who is guilty of substantial violation of regulations shall be subject to dismissal without notice. In such cases the employee, if he/she desires, shall be given a hearing before the Executive Director/Managing Agent, and, if necessary to resolve the case, before the governing body. Separation is subject to M.G.L. Section 121B-29 in accordance with the provisions of Chapter 29 of Sections 41-45 inclusive of said Chapter 31 to the same extent as if said office or position were classified under said Chapter.

b. Disciplinary Process includes the following:

- ✓ First Offense: verbal warning w/note to personnel file;
- ✓ Second Offense: written warning placed in the personnel file;
- ✓ Third Offense: leave without pay for up to three days (depending on the severity of the offense);
- ✓ Possible Dismissal after third offense.

3. Reduction in Force

a. If it is necessary to reduce personnel, the selection of employees to be retained shall be based primarily on their relative efficiency and the necessity of the job entailed. Other things being equal, length of

service shall be given consideration.

- b. At least two weeks notice prior to dismissal shall be given an employee except for persons employed for a specific period.

4. Leave Payments

No terminal leave or severance payments shall be made except for authorized unused balances.

F. WORKING HOURS

1. Regular Work Week

The regular work week shall consist of 40 hours for maintenance and 24 hours for office personnel. The Executive Director/Managing Agent shall work the hours prescribed by DHCD or the Management Agreement. From Monday through Friday, the work day for maintenance shall begin at 7:00 a.m. and end at 3:30 p.m.; and for staff personnel, the work day shall from 8:00 to noon on Monday, Tuesday, Wednesday and Friday and from 8:00 a.m. to 3:00 p.m. on Thursday. Said hours may be adjusted according to the schedule set by the Executive Director/Managing Agent.

2. Overtime

Overtime work shall be avoided as far as possible but may be required when an emergency occurs or at the request of the Executive Director/Managing Agent in the interest of efficient operation, in which case the employee shall be paid at the rate of time and a half (rate determined by L & I and Budget guidelines) after working a forty (40) hour work week. Minimum call back shall be two hours. The principal executive personnel shall not be compensated for overtime work. Comp time may be given at the discretion of the Executive Director/Managing Agent.

G. ABSENCES FROM WORK

1. Holidays

Holidays with pay shall be observed as follows:

New Year's Day	Labor Day
Memorial Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Patriot's Day	Christmas Day
Independence Day (Fourth of July)	

Such holidays shall be taken on the days which they fall. However, if a Holiday falls upon a Saturday, the preceding day shall be taken as the Holiday. When the Holiday falls upon a Sunday, the following day shall be taken as the Holiday. If a Holiday occurs on a working day within an employee's vacation period, he/she shall receive his/her vacation pay and

not be charged a vacation day. The day following Thanksgiving and a half day on Good Friday, Christmas Eve and New Year's Eve may be given at the discretion of the Board (based on past practice).

2. Vacation Leave

Full-time employees shall be entitled to five (5) days vacation after six months of continual employment, ten (10) days vacation from year one to and including year five, fifteen (15) days vacation from year six to and including year ten, twenty (20) days vacation from year eleven to and including year fifteen, and twenty-five (25) days vacation after twenty-five years. All leave shall be accrued upon completion of specified time.

Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he/she has earned to date (pro-rated). If termination is caused by death such payment shall be made to the employee's legal beneficiary.

In no event shall vacation allowances be permitted to accumulate in excess of four weeks.

Vacation time shall be mutually arranged with the Executive Director/Managing Agent at such time during the vacation year as will best serve the interest of the Authority. No long term vacation will be granted during the winter/snow months.

An employee who is permanently separated shall be paid in a lump sum for any accumulated annual leave at his current rate of pay, except where his dismissal is due to malfeasance.

Employees working less than twenty (20) hours per week shall not be entitled to benefits, including pension, health/life insurance, deferred compensation, sick or vacation leave or paid holidays, unless specifically approved by the Board and the Department of Housing and Community Development, of applicable. Employees hired as seasonal or temporary shall not be entitled to any benefits or paid leave regardless of hours or time worked.

3. Sick Leave

Each employee shall be credited with sick leave with pay at the rate of one and one quarter ($1\frac{1}{4}$) days per month worked. Sick leave may be accumulated not to exceed a total of one hundred eighty (180) days. Sick leave shall be granted for sickness or injury in the immediate family.

Advances of unearned sick leave may be granted at the discretion of the Executive Director not to exceed fifteen (15) days in any one calendar year. Upon retirement or death, sick leave can be compensated up to 20% of total sick days.

4. Military Leave

An employee who leaves his position to enter military service in time of war or any period of national emergency as declared by the President in connection with national defense or by reason of being drafted, shall be carried on the rolls in a military leave status. Upon his honorable discharge from military service, he shall be entitled to be restored to his same

position or to a position equally acceptable to him for which he is qualified, provided he applies for reemployment within ninety (90) days after his discharge or before the expiration of any statutory right to reemployment.

Military leave of absence with pay, in accordance with the number of calendar days each calendar year permitted by existent State and Federal law, will be granted to permanent employees who are reservist of the Armed Forces or members of the National Guard engaged in active duty, training, or military aid to enforce law.

5. Court Leave

Full time employees who are legally served a summons or subpoena requiring his/her service as a member of a jury or a witness shall be granted court leave with pay, provided that the employee promptly notifies his/her supervisor of the obligation. All reimbursements received beyond routine travel and sustenance allowances shall be credited against the affected employee's salary.

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

6. Bereavement Leave

Paid leave of up to four (4) consecutive calendar days to be granted in the event of the death of one of the following: spouse, child, parent, brother, sister, grandparent, grandchild, parent of spouse, or a person living in the household. The employee may be required to show evidence in order to be eligible for this paid leave time. The leave may either commence on the day of death or end with the date of the funeral at the option of the employee.

7. Leave of Absence

Upon the request of a full-time employee, the Executive Director/Managing Agent may grant a Leave of Absence without pay or benefits for a period judged beneficial to both the employee and the Housing Authority.

8. Personal Leave

Employees shall be granted time off for which he/she will be paid at his/her normal rate to conduct personal business. Such leave shall be subject to the prior approval with reasonable notice to the Executive Director. Personal leave is a maximum of three (3) days per year, beginning after one (1) year of employment. These days **cannot** be accrued.

9. Family Leave

Full time employees who request leave for the purpose of childbirth or adoption of a child, to care for a spouse or immediate family member with a serious medical condition, or when the employee is unable to work because of a serious medical condition shall be granted leave without pay not to exceed twelve (12) weeks, within a twelve (12) month period, provided that the affected employee:

Has completed at least twelve (12) months of employment;

Gives at least thirty (30) days written notice of his/her expected departure and intended date of return. This notice shall include a statement of the employee's intention to return to work;

Provided that the employee returns from Family Leave within twelve (12) weeks, he/she shall be entitled to return to the same, or similar, position without loss of employment benefits for which he/she was eligible on the date his/her Family Leave commenced;

While on Family Leave the employees shall be entitled to use earned vacation time, as well as earned sick time, under the other temporary medical disabilities;

The employee shall not accrue benefits (vacation time, sick time, Holidays, etc.), nor shall the Agency be responsible for benefit premiums (insurance, etc.) or employee payments (Credit Union, etc.) during that portion of Family Leave which is uncompensated.

The Authority may, after the family twelve (12) week period of leave has expired, grant an extension of leave, if requested, or declare the position vacant.

H. HEALTH AND WELFARE

1. Employees shall be provided safe, sanitary and healthful working conditions.
2. Employees shall be covered by Workmen's Compensation Insurance.
3. Employees shall have Reasonable Accommodations. Reasonable Accommodations is defined as an adjustment to the terms and conditions of employment and/or to the duties of a position due to a qualified employee's disability. It is the Dartmouth Housing Authority's policy to provide Reasonable Accommodations to qualified employees with disabilities. The accommodations are made to enable the individual to do the job despite his/her handicap. Accommodations can be made in terms of work schedules, modification of job requirements, and/or provision of adaptive equipment. The employer is responsible for providing the accommodation if it is reasonable and would be exempt only if it would impose an "undue hardship" on the employer or unreasonably hinder the employer's ability to provide services to its clients. An employee who believes a Reasonable Accommodation is needed must first self-identify as a handicapped person. Handicaps include both mental and physical impairments as well as disease (such as but not limited to Cancer, Heart Disease and AIDS).

I. EMPLOYEE RELATIONS

Employees shall have the right to designate representatives of their own choosing. Employees shall be free to join, or refrain from, joining employee unions. In so doing, employees shall be ensured freedom from restraint, interference, discrimination or reprisal.

J. GRIEVANCES

1. Right of Employees

Employees shall have the right to present grievances, individually, as a group, or through their designated representatives. In so doing, employees shall be assured of freedom from restraint, interference, discrimination and reprisal. Such grievances shall be presented only through the established lines of authority.

2. Supervisory Responsibility

Supervisors at all levels shall receive and act promptly on employee's complaints.

3. Appearance before Executive Director/Managing Agent

Any employee shall have the right to appear before and present his/her grievance to the Executive Director/Managing Agent. The Grievance Policy of the Swansea Housing Authority will be followed.

K. SERVICE RECORDS

A service record shall be maintained for every employee and shall contain complete information pertinent to his/her employment, including dates of employment and pay.

L. ANNUAL EVALUATION

Each employee shall receive annual performance ratings. Performance ratings shall be noted in the employee's service records and shall be considered in effecting personnel actions.

M. BENEFITS/COMPENSATION

1. Health Insurance

After two (2) full calendar months of employment, the Authority shall provide each full time employee the opportunity to participate in the Health/Life Insurance Plan provided by the State Group Insurance Commission. The employee is responsible for the monthly premium which is deducted from his/her payroll on a weekly basis as determined by Statute or Regulation.

2. Retirement System

In lieu of Social Security participation, all permanent employees of the Authority shall be required to participate in the Bristol County Retirement System. Employees shall pay the required percentage of the salary to the Bristol County Retirement System through payroll deduction. Percentage is set by the Bristol County Retirement System.

3. Workman's Compensation

All employees of the Authority are insured under the Workmen's Compensation Act of the Commonwealth of Massachusetts. The Dartmouth Housing Authority, as required by M.G.L. Chapter 152, Sections 21, 22 & 30 and amendments thereto, has provided for payments to injured employees by insuring with the Massachusetts NAHRO Workman's Compensation Trust administered by Mass West Insurance of Springfield, MA. All job related injuries should be reported immediately at the time of occurrence to your immediate supervisor and a copy sent immediately to the Executive Director. Said reports shall include the nature of the injury, a complete description of the occurrence and such other information as should be required by law.

4. Unemployment Compensation

All employees of the Authority are covered under the Unemployment Compensation Law of the Commonwealth of Massachusetts, Division of Employment Security.

5. Deferred Compensation

All full-time employees are eligible to join the Commonwealth's Deferred Compensation Program. Through the program, participating employees may elect to defer a portion of his/her income and thereby accumulate money on a tax sheltered basis.

6. Long Term Disability

All full-time employees and part-time employees over 20 hours are eligible to enroll in Long Term Disability. Employees electing to join this system shall have the appropriate amount of money withheld from their pay on a weekly basis to cover the cost of same.

N. TRAINING/EDUCATION

The Authority shall provide new permanent 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.

O. UNIFORMS AND PROTECTIVE CLOTHING

The Authority agrees to provide all safety material, equipment and tools required to perform the duties assigned to the employees .

P. RETIREMENT

All permanent employees are eligible to participate in the retirement plan. Participation is optional with employees as of the effective date of the retirement plan, but participation by any person hired after that date shall be a condition of employment.

Q. BONUSSES AND GIFTS

Project costs shall not include the cost of any bonus payments or Christmas or other gifts in cash or any other form.

R. ENTERTAINMENT EXPENSES

Project costs shall not include expenses incurred for the provision of entertainment and incidental food and beverage.

S. ADMINISTRATION

The Executive Director/Managing Agent shall have the primary responsibility of enforcement of the provisions and purposes of this personnel policy.

T. SECURITY

No employee except the Executive Director/Managing Agent, who has held his/her position for a total period of five years of uninterrupted service, shall be involuntarily separated there from except subject to and in accordance with the provisions of Section 41-45 inclusive, of Massachusetts General Laws, Chapter 31, to the same extent as if said office or position were classified under said Chapter.

U. SEXUAL HARASSMENT

It is the policy of the Swansea Housing Authority that all employees have a right to work in an atmosphere free from sexual harassment. The Executive Director/Managing Agent has been designated to investigate complaints of sexual harassment. Any employee who believes that he/she has been a victim of sexual harassment is urged to report the incident in a confidential meeting.

Conduct which constitutes sexual harassment includes:

- unwelcome sexual advances;
- requests for sexual favors;
- other verbal or physical conduct of a sexual nature when:
 - submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or hostile working environment.

Sexual harassment is not limited to conduct by a supervisory employee toward a non-supervisory employee; nor does it necessarily involve members of the opposite sex. Any employee found to have engaged in sexual harassment is subject to disciplinary action up to and including termination of employment.

**ADOPTED ON:
April 14, 2015**