

**SOMERVILLE HOUSING AUTHORITY  
PERSONNEL POLICY  
Revised May 15, 2013**

BE IT RESOLVED BY THE SOMERVILLE 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. There shall be no discrimination against employees or applicants for employment on account of race, religious creed, color, national or ethnic origin, ancestry, age, sex, handicap, sexual orientation, or any political or union affiliation.

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

**2. ORGANIZATION:**

The Somerville Housing Authority is a public body, politic and corporate, duly organized and existing pursuant to Massachusetts General Laws, Chapter 121B, and Section 3. The Board of Commissioners is legally responsible for overall operation of the Authority. The Board consists of five (5) individuals, four (4) members are appointed by the Mayor of the City, 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.

All positions shall be established in accordance with an organization plan clearly setting forth areas of responsibility and authority. The Authority's organization plan shall be as submitted with the operating budget

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

**3. POSITION CLASSIFICATIONS:**

Except, as otherwise expressly provided herein. This Personnel Policy applies to all regular, full-time, permanent employees of the Somerville Housing Authority.

All positions in the Authority are grouped into four (4) categories:

1. Director's
2. Maintenance employees
3. Clerical
4. Public Safety.

Where the terms of a collective bargaining agreement apply to a position, the pertinent agreement controls the wages, hours and conditions of employment.

**4. COMPENSATION:**

Compensation for Maintenance Bargaining, Unit employees whose salaries are fixed pursuant to Massachusetts General Laws, 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, the U.S. Dept. of HUD and the terms of the union contract.

Compensation for all other employees shall be determined upon review of the classification, performance, salary range of each of the organizational subordinates, pertinent local public practice and regulatory agency budget limitations.

Longevity shall be paid to all personnel in accordance with applicable negotiated contract(s).

**5. AUTHORITY TO EFFECT PERSONNEL ACTIONS:**

Authority to appoint, promote, transfer, demote, suspend and separate personnel shall be vested in the Executive Director. All such actions are subject to the Board of Commissioners' review and approval.

**6. SELECTION OF EMPLOYMENT APPLICANTS:**

**1. Permanent Personnel**

**This section shall not apply to Seasonal hiring positions or Special Force Account projects requiring additional personnel providing that all positions have a defined and written termination date.**

The Executive Director shall employ the following procedures in the recruitment and appointment of permanent personnel.

**A. Applicant Recruitment:**

1. Advertisements

- a. Major Boston newspaper (Senior positions only)
- b. Minority newspaper of general circulation
- c. Somerville newspaper of general circulation
- d. Other publications, at the discretion of the Executive Director, such as trade journals, and local newspapers in surrounding communities

**2. Posting**

- a. SHA Administrative Office
- b. SHA Management Office
- c. Mystic and Clarendon Tenants Association Offices

**B. Screening Panel:**

1. **Composition**

- a. Executive Director (at his/her discretion)
- b. Program Director
- c. Immediate Supervisor
- d. Other staff appointed at the discretion of the Executive Director

2. **Purpose**

To “paper screen” job applicants to establish a list of qualified applicants for personnel interviews.

C. **Interview Committee:**

1. **Composition**

- a. Executive Director (at his/her discretion)
- b. Program Director
- c. Immediate Supervisor
- d. Tenant Association Representatives: (Only for Senior level positions)
- e. Other senior staff appointed at the discretion of the Executive Director

2. **Purpose**

To determine the top three qualified candidates for recommendation to the Executive Director for appointment to the position.

D. **Appointment and Confirmation:**

The Executive Director may interview any, or all, of the top three candidates and shall, after verifying references and giving due consideration to the Authority’s Affirmative action, Tenant and Somerville residency preferences, appoint the most qualified candidate who, in his/her best judgment, best fills the requirements of the position.

Such appointment shall be presented for Board confirmation.

3. **Seasonal or Force Account Personnel**

The Executive Director may as he/she deems appropriate, employ temporary seasonal, force account employees or contract with services bureaus as may be necessary for the proper administration of Authority programs. Such employees shall serve at the will of the Executive Director for a period written and defined in an employment letter but not to exceed 179 days. Such temporary seasonal or force account personnel reaching the 179 day limit will be terminated but may be offered continued employment with same

conditions consistent with this policy and defined in an employment letter. Employees within this category shall not be entitled to but may be offered at the sole discretion of the Executive Director; paid holidays vacation leave or any “fringe benefits” ordinarily provided permanent employees.

The Executive Director shall assure to the fullest extent possible that the system of selection complies with the SHA’s Affirmative Action Plan for Equal Employment Opportunity. To the extent that there is no conflict with the Affirmative Action Goals of the Authority preference in such employment selections shall be given to Somerville residents.

**4. Student Employment**

The Executive Director may, after such solicitation as he/she deems appropriate, employ students, or contract with educational institutions in order to take advantage of work study, cooperative education or similar programs. Such hiring shall be exempt from the procedures for employment applicant selection contained in this Policy and shall not require Board approval. A maximum of 3 ½ cooperative education students may be hired under this provision, with preference in hiring to be given to Somerville residents. Students hired under this provision shall serve at the will of the Executive Director and shall not be entitled to any “fringe benefits” other than those required or customarily provided to students in said programs.

**5. Permanent Part-Time Employment**

Permanent part time employees shall be recruited and appointed in the same way as all other permanent employees. Part time employees shall not be entitled to any benefits, including holidays and personal, sick and vacation leave unless such benefits are required by law or otherwise defined in a written employment agreement.

**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. Such appointment shall be presented for Board confirmation. Such appointment shall be presented for Board confirmation.

In these situations, the public advertisement provisions contained in Section 6 of this policy shall be inapplicable.

Demotions:

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

- (1) If he/she has been found unsuited for his/her present position, but may be expected to give satisfactory service in a lower paying position.
- (2) 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.
- (3) At anytime when this procedure, it would be deemed to be in the best interest of the Authority.

Transfers:

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

Suspensions: An employee may be suspended from duty without pay by the Executive Director for a period to be defined within a written letter of suspension:

- (1) For disciplinary reasons, or
- (2) Pending investigation of charges where the presence of the employee at work constitutes a hazard either to the Authority or to himself/herself. If investigation does not bear out the charges and the employee is retained, he/she shall be paid for the period of suspension.

Separations:

- (1) **Resignations:** An employee other than a Director, who desires to terminate his/her employment shall submit a written resignation at least two (2) weeks in advance, setting forth his/her reasons for resigning. **Director's** will be required to provide a minimum 30-day notice in advance.

(2) **Dismissals:** All dismissals will be in accordance with procedures defined in the applicable negotiated contract(s).

Reduction in Force:

In accordance with applicable negotiated contract(s).

Security:

In accordance with applicable negotiated contract(s).

**7. WORKING HOURS:**

In accordance with applicable negotiated contract(s).

**8. ABSENCES with AUTHORIZATION:**

Subject to the terms of applicable negotiated contracts, the following holidays with pay shall be observed:

- |                          |                  |
|--------------------------|------------------|
| New Year's Day           | Independence Day |
| Martin Luther King's Day | Labor Day        |
| Washington's Birthday    | Columbus Day     |
| Patriots' Day            | Veteran's Day    |
| Memorial Day             | Thanksgiving Day |
| Bunker Hill Day          | Christmas Day    |
| Evacuation Day           |                  |

**Funeral Leave:**

In event of death of his/her immediate family, 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, parents, brother, sister, mother-in-law, father-in-law, grandfather, grandmother or other relative who is a regular member of the employee's household.

**Family and Medical Leave (FMLA):**

An employee who has been employed for at least twelve (12) months and provided at least 1,250 hours of service during the twelve months immediately preceding leave are entitled to twelve (12) weeks leave each year for the following reasons:

- a. the placement of a child or disabled individual with the employee for adoption or foster care;

- b. in order to care for the employee's spouse, parent or child (including all children and disabled individuals of whom the employee has legal custody) who has a serious health condition; or
- c. because of a serious health condition that makes the employee unable to perform the functions of his/her position.

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, SHA 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, 29 U.S.C. 2611. Note: If a leave is covered by both FMLA and Maternity/Paternity Leave, the leaves will run concurrently.

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 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.

Vacation Leave:

The vacation year of the Authority shall be the period January 1, to December 31, inclusive in accordance with applicable negotiated contract(s).

Sick Leave:

All employees shall be credited with sick leave with pay in accordance with applicable negotiated contract(s).

Worker's Compensation Leave:

In order to maintain regular earnings to highest extent possible, sick leave may be paid to an employee injured in the course of his/her employment, to the extent accrued sick leave is available, until payment under the Worker's Compensation Act is received. At no time, however, will an employee receive more than his/her regular wages as a result of Worker's Compensation and sick leave payment. In order that the required adjustment may be made when combined sick leave and Worker's Compensation payment exceed an employee's regular pay, the employee must contact the Director of Finance and Administration or his/her designee and arrange to immediately repay the excess payment received. This repayment will be credited to the employee as accumulated sick leave in amount equivalent to the value of the repayment. When the 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 becomes directly 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 which the Authority made on the employee's behalf.

Notwithstanding any vacation leave accrual limits to the contrary; an employee absent on Worker's compensation leave will continue to accrue vacation and sick leave, but only for one (1) year. Successive Worker's Compensation Leaves shall be cumulative if an employee returns to work for sixty (60) days or less and then goes back on Worker's Compensation leave. When an employee returns to work from Worker's Compensation leave, the employee will be allowed an amount of time equal to the period of Worker's 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.

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 six (6) months and may be renewable for like periods, not to exceed one (1) year. No employees may accept employment elsewhere while on leave of absence. Failure to comply with this provision shall result in discharge or other appropriate disciplinary action.

Military Leave:

An employee who leaves his/her position to enter military service in time of war or national emergency or who is drafted shall be granted military leave of absence with no loss of seniority provided he/she makes application for re-employment within sixty (60) days after discharge. He/she shall be restored to his/her former position or to a position of equal grade for which he/she is qualified.

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 pay his/her National Guard or Reserve Pay.

Court Leave:

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 court leave for jury or witness service and is excused by proper court authority, he/she shall report to his/here official place of duty whenever the



interruption in jury or witness service will permit four or more consecutive hours of employment.

Court leave shall not be granted when an employee is the defendant or is engaged in personal litigation.

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

**10. HEALTH AND SAFETY:**

Employee shall be provided safe, sanitary, and healthful working conditions.

Employees shall be covered by Workmen's Compensation Insurance.

**11. TRAINING:**

**i. 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.

Continuing "in-service" training, including outside workshops, seminars, etc. (within budgetary limitations) shall be provided for employees to assure increased productivity in the performance of their assigned duties and responsibilities.

Supervisors shall develop and implement appropriate training programs.

The Authority shall pay the full cost of all required training programs.

**ii. Education**

All employees are encouraged to continue their education in order to improve job performance. Subject to budgetary limitations, the Authority shall reimburse employees for all or part of the costs of courses which are mandatory or otherwise work-related.

Employees shall submit their request in writing to the Executive Director for prior approval in order to qualify for reimbursement.

The affected employee's actual request for reimbursement must be accompanied by acceptable and complete documentation which clearly indicates the cost of 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 cost 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 fifty percent (50%) of his/her educational costs upon presentation of an acceptable request for reimbursement and evidence of a passing grade.

In the event that an employee wishes to be reimbursed for a course not offered by the State College system, he/she shall make a written request to the Executive Director.

Provided that the Executive Director has approved the job-related nature of the course, and provided that the employee submits acceptable evidence demonstrating that the proposed course is not offered by the State College system or by other at a lower cost, the employee may be reimbursed at a rate of 50% of the State College tuition rate per credit hour for courses in a similar discipline of study.

In the event insufficient budgetary authority is available to provide reimbursement for all employees requesting same, reimbursement for courses maybe at less than 50% evenly prorated to all employees based on the available funds in the budget.

## **12. GRIEVANCES:**

### **a. 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.

### **b. Supervisory Responsibility:**

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

### **c. Appearance before Executive Director:**

Any employee shall have the right to appear before and present his grievance to the Executive Director as a final appeal.

## **13. PERFORMANCE RATINGS:**

Directors and designated Senior-level employees shall receive annual performance ratings. Performance ratings shall be noted in employee service records and shall be considered in effecting personnel actions.

**14. PERSONNEL RECORDS:**

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

**15. TRAVEL:**

All rules and procedures related to travel reimbursement shall be in accordance with SHA's TRAVEL, MILEAGE AND BUSINESS EXPENSE REIMBURSEMENT POLICY  
Dated July 1, 2012

**16. RETIREMENT:**

All eligible employees will participate in the Somerville Retirement System pursuant to General Laws chapter 32 participation by any eligible person hired after the effective date of the retirement system shall be condition of employment.

**17. ADMINISTRATION:**

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

**18. 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) and all applicable Massachusetts Department of Housing and Community Development guidelines and regulations. Among the activities prohibited are the following:

- 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 office or employee to pay, lend or contribute anything of value to a party, committee, organization, 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 be misconstrued as a candidate for public office.

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

The laws and regulations governing political activities are varies 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.

19. **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 and all applicable Massachusetts Rules and Regulations.

20. **RESTRICTIONS ON OUTSIDE EMPLOYMENT:**

Outside employment shall not be undertaken if it any way violates the provisions of the conflict of Interest Law or applicable Massachusetts Standards of Conduct Regulations and in no event, may employees transact private business during normal business hours.

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

21. **RESIDENCY REQUIREMENT:**

In accordance with 760 CMR 4.07 (6): Residency as criteria for employment within the city or town in which an LHA is located is prohibited except specific employees within the maintenance division.

Any maintenance employee with duties to accept and respond to 24 hour on-call requests will be required to maintain a residency within a 15-mile radius of the city of Somerville per collective bargaining agreements.

Upon employment this section, and annually on January 1 thereafter, every employee covered by this section shall notify the Payroll Manager in writing of his place of residence.

For the purpose of this section, "residence" shall mean the actual principal residence of the employee, where he or she normally eats and sleeps and maintains his or her personal and household effects.

If the Executive Director, with the approval of the Board of Commissioners, determines it to be in the best interest of the Authority to do so, the provisions of this section may be waived with respect to a particular person or position.

22. **DRESS CODE:**

Employees shall dress in a neat, tasteful, businesslike manner. There shall be no extremes, in dress, hair styles or makeup.

Examples of inappropriate dress for all employees are as follows:

Shorts, mini skirts, sweat pants or sweat shirts, dungarees, tee shirts, tank tops, sneakers, and all other informal types of clothing (Unless approved for Friday dress-down day).

Exceptions will be made for handicap, injury, inclement weather or other justifiable reasons as determined by the Executive Director.

23. **SMOKING POLICY:**

Effective April 15, 1994, no smoking shall be permitted within any SHA buildings including enclosed private offices used by individuals.

“Smoking” shall be defines 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 ie: front lobby, lunch room, conference room, etc.

This is not intended to breach the rights of any individual but to promote a healthier work environment for all.

24. **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 any restrictions on their licenses while driving during work. A photocopy of the license of each such employee shall be submitted annually, upon renewal or at the request of division Director. A photocopy shall be kept in the employee’s personnel file. Periodically, supervisors will conduct a visual check of such employees’ drivers licenses to insure 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 such employee whose driver’s license becomes invalid due to revocations, suspension, or expiration **must** notify his/her supervisor immediately.

25. **AMENDMENT:**

The Personnel Policy may be amended or updated by resolution of the Board of Commissioners to comply with DHCD and HUD Policy or local public practice.