

Falmouth Housing Authority



Employee Handbook

Updated June 2018

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STATEMENT OF EMPLOYMENT

You have been provided with your own personal copy of the Employee Handbook. As soon as possible, please take a moment to review your Handbook. Refer to it whenever you have questions about the Authority's policies, practices or benefits. The policies are effective immediately, and you are expected to know and comply with them.

The Falmouth Housing Authority's ("FHA" or "the Authority") Employee Handbook ("Handbook") is a summary of the Authority's standard policies, procedures, and benefits and is provided to you as a reference guide. The Handbook is designed to be an organization-wide tool and an informational resource. The Authority, in its sole discretion, may modify or discontinue any policy in this Handbook at any time. Nothing in this Handbook is intended as or creates a contract of employment. Employment with the Authority is on an "At-Will" basis which means that the employee or the Authority may terminate the employment relationship at any time for any reason not expressly prohibited by law.

This Handbook is not a contract or a guarantee of employment. Should any provision of this Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Handbook but only the subject provision. The terms of the July 1, 2019- June 30, 2020 FHA/ AFSCME Union Contract ("Union Contract") have been carried forward into this Handbook and are identified using section headers beginning with "Union Contract." Unless otherwise specified, these sections apply only to employees who are members of the Union. Unless otherwise required by law, if any provision of this Handbook is found to be in conflict with the terms of the Union Contract the terms of the Union Contract will supersede this Handbook. Should any provision of this Handbook conflict with terms of the Union Contract, the conflict does not invalidate the entire Handbook but only the subject provision. This Handbook contains summaries of various FHA benefits. Should the description in this Handbook differ with any formal agreement or related plan document, we will defer to the formal agreement or related plan document. This Handbook supersedes all previous FHA policies, practices, and benefits, both written and unwritten.

This Handbook does not prohibit protected conduct or communications relating to wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

UNION CONTRACT: COLLECTIVE BARGAINING

The employer recognizes Council #93 as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees of the Maintenance and Administrative units of the Falmouth Housing Authority who are employed to work in positions that require twenty (20) hours or more of work per week, excluding confidential employees. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining local #1636.

Effective Date: This agreement shall be in effect from July 1, 2019 through June 30, 2022, and from day to day thereafter until a new agreement shall be negotiated and executed by the parties hereto. Any article having effect on the budgets of the Falmouth Housing Authority will not take effect until approved by the funding agency, DHCD, or in any case on or before July 1, 2019.

Option to Open Contract: The parties shall have the option to bring one (1) non- economic issue to the table in each of the three (3) years of this contract for the purposes of bargaining up to and including mediation.

Representatives: A written list of Union Stewards and other representatives shall be furnished to the employer immediately after their designation and the Union shall notify the employer of any changes.

The above will be granted reasonable time off, with pay, during working hours to investigate and settle grievances, and without pay to attend meetings of state or Council #93.

Union Meetings: No Union meeting shall take place during normal employee working hours.

Union Positions:

Tenant Selection Coordinator (1 position) – F/T (35 hours)
State Certification Clerk (1 position) – F/T (35 Hours)
Programs Administrative Asst. (1 position) – F/T (35 Hours)
Service Coordinator (1 position) F/T (1/2 grant funded position)
Receptionist (2 positions) P/T (17.5 hours, 1 position 14 hours)
Maintenance Mechanic/Laborers (4 positions) – F/T (40 hours)
Maintenance Foreman (1 position) – F/T (40 hours)
Maintenance Aide “B” (1 position) – P/T (18 hours)
Federal Housing Specialist (2 positions) – F/T (35 hours)
Maintenance Administrative Clerk (1 position) – F/T (35 hours)

Duties and responsibilities are contained in job descriptions

Savings Clause: In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or Portion thereof.

Management Rights: Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Authority are retained by and reserved exclusively to the Authority including, but not limited to, the rights to manage the affairs of the Authority and to maintain and improve the efficiency of its operations; to determine the methods, means, process and personnel by which operations are to be conducted; to determine the schedule, hours of duty and work assignments of the employees; to establish new job classifications and duties; to require each employee to perform his services in an efficient manner; to hire, assign and retain employees; to transfer, discipline, suspend, demote and discharge employees; and to promulgate and support reasonable rules and relations pertaining to operations of the Authority and to the work of the employees.

EMPLOYMENT RELATIONSHIP

1.1 EQUAL OPPORTUNITY STATEMENT/AFFIRMATIVE ACTION

The FHA is an Equal Opportunity Employer, which means we are committed to the employment and advancement of minorities, females, protected veterans and individuals with disabilities. We are also committed to non-discrimination, which means we make employment decisions without regard to an applicant or employee's race, color, creed, national origin, ancestry, sex, gender, pregnancy status, religion, age, disability, protected veteran's status, sexual orientation, gender identity, genetic information or any other status protected by federal, state, or local laws.

This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

The Executive Director has been designated EEO Coordinator for implementing the Center's Affirmative Action Program. Any employee believing they have not been treated in accordance with this policy are encouraged to contact the Executive Director during regular business hours. The Affirmative Action Plan is available for review in the Executive Director's office.

1.2 AMERICANS WITH DISABILITIES ACT

The FHA is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA") and the disability laws of each state. It is the Authority's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, the FHA will provide reasonable accommodations to any qualified individual with a disability, as defined by the ADA, who has made the FHA aware of his/her disability, provided that such accommodation does not impose an undue hardship on the Authority, or cause a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation.

We encourage any employee who believes he/she may need some accommodation to visit The Executive Director without delay. The Authority's full ADA Policy is included in Appendix A.

1.3 ANTI-HARASSMENT

The FHA prohibits sexual harassment and all forms of discriminatory harassment, including harassment based on race, color, creed, gender, religion, marital status, veteran status, age, national origin or ancestry, physical or mental disability, medical condition, genetic information,

pregnancy, sexual orientation, or any other protected status or characteristic under applicable federal, state, or local laws. All such harassment is unlawful.

The Authority's anti-harassment policy extends to all persons involved in the operation of the FHA and prohibits unlawful harassment by any employee of the Authority, including supervisors and managers, as well as vendors, customers, independent contractors, and any other persons. It also prohibits discriminatory harassment based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. The Authority's property (including telephones, copy machines, cellphones, electronic communication systems, and computers) may not be used to engage in conduct that violates this policy.

The Authority's Anti-Harassment Policy is located in Appendix B and incorporated herein by reference.

The Authority's Sexual Harassment Policy is located in Appendix C and incorporated herein by reference.

All employees are expected to be aware of these policies and of the types of conduct that may constitute discriminatory harassment, as well as of the avenues of assistance provided by the FHA for addressing complaints of harassment. If an employee believes that he/she has been the subject of discrimination or harassment or that he/she has witnessed it in the workplace, the employee should immediately bring concerns to the attention of the Executive Director or any member of management with whom the employee is comfortable.

UNION CONTRACT: There shall be no discrimination by the Executive Director, or other agents of the employer, against any employee because of his/her activity or membership in the Union. The employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this agreement.

1.4 CONSENSUAL RELATIONSHIPS

Relationships of a romantic or sexual nature between employees, especially when the employees are supervisor and subordinate, can create the appearance of or actual conflicts of interest or favoritism, can negatively affect performance and can cause morale problems and can expose the FHA to liability. In addition, romantic relationships, even when initially consensual, have the potential for causing workplace problems if the relationship ends unhappily. To avoid these problems, the FHA strongly discourages all workplace relationships of a romantic or sexual nature between superiors and subordinates, regardless of whether the subordinate is a direct report.

Non-consensual relationships of a romantic or sexual nature violate state law and FHA policy and are absolutely prohibited.

1.5 EMPLOYMENT OF RELATIVES

The FHA strives to recruit and retain highly qualified individuals and to maintain a positive work environment for all employees. While employing relatives in the same organization can create a positive work environment for some employees, it also has the potential to negatively impact employee morale due to feelings of favoritism. It may also cause conflicts in the workplace when outside personal issues are brought into the working environment. For purposes of this policy, “relative” includes an employee’s spouse, domestic partner, parent, sibling, child, cousin, aunt, uncle, in-law, grandparent, grandchild, significant other and the same relations above which derive from foster, step, or adopted relationships.

To avoid these problems, relatives may not work for the FHA in:

- Supervisory or direct or indirect reporting relationships;
- Positions where an employee may influence the employment, compensation or working conditions of his/her relative or domestic partner; or
- Positions where confidentiality is of critical importance.

Individuals who are relatives or domestic partners may not be hired or transferred into such a reporting relationship.

If a relationship is established during the course of employment with the Authority, the individuals must notify the Authority, and generally will be given thirty (30) days to arrange for one of the individuals to transfer to another position if circumstances permit (at the sole discretion of the Authority) or resign from employment with the Authority. If a decision is not made within thirty (30) calendar days or circumstances require management intervention, management may initiate the transfer or take some other measure the FHA deems appropriate. Even in circumstances where no supervisory or reporting relationship exists, the FHA in its sole discretion may reassign or discharge employees if conflict or potential conflict occurs due to a relative relationship.

The FHA has the ability, in its discretion, to respond with appropriate action, disciplinary or otherwise, to situations where a relationship between two employees, particularly between employees in a supervisory or reporting relationship, disrupts the Authority’s operations, or adversely affects the Authority’s work environment.

1.6 VOICING CONCERN/GREIVANCES

In keeping with The Authority’s open communication environment, we encourage open communication among all employees. To that end, we want you to feel free to approach your direct supervisor with any work-related question, comment, or complaint. To the extent that you come forward to a supervisor with a concern or complaint, the FHA will take your concerns seriously and follow-up where appropriate.

If you have a work-related problem, we hope that you will feel comfortable approaching your direct supervisor about the issue. If the problem is with another colleague, it is our hope that the matter be directly resolved with the person or with that person's immediate supervisor. Supervisors are expected to provide a supportive environment that fosters open communication related to work life at the Authority, and are encouraged to resolve work-related problems in the immediate work environment, if possible. However, if your direct supervisor is not available or you do not feel comfortable discussing the matter with that person, please bring the issue to the attention of the Executive Director in a timely manner. Allowing a problem to go unaddressed benefits no one.

We value your feedback and sincerely hope that we can answer any questions and address any concerns you may have.

UNION CONTRACT: Grievance and Arbitration Procedure: The Falmouth Housing Authority recognizes that employees may elect to be represented/accompanied by a Union Representative in any hearing. The Authority elects representation of their choosing, such as legal representation, to be present at the hearing.

Any grievance or dispute which may arise between the parties involving application, meaning, or interpretation of this agreement shall be settled in the following manner:

Step 1. The Executive Director, aggrieved employee, and the Union Steward or Representative shall try to resolve the grievance by discussing it. The Executive Director shall respond to the Steward/Representative and employee in writing within five (5) working days.

Step 2. The Union Steward or Representative, with the aggrieved employee, shall take up the grievance or dispute in writing with the Executive Director within ten (10) working days of the date of occurrence, or his/her knowledge of its occurrence. The Executive Director shall attempt to adjust the matter and shall respond to the Steward within five (5) working days. (Either time limit may be waived in case of mutual agreement in writing).

Step 3. If the grievance has not been settled, it shall be presented in writing to the Chairperson of the FHA Board of Commissioners within five (5) working days after the Executive Director's response is received. The FHA Board shall have a hearing on the matter at their next regularly scheduled meeting and shall respond to the Steward, in writing, within ten (10) working days. Union may be present when the Board reviews the grievance. Either party (management or labor) has the right to request a hearing on the grievance before the Board of Commissioners of the FHA. When such a hearing is called, the grieving party must be present at said hearing.

Step 4. If the grievance is still unsettled, the Union may, within thirty (30) calendar days after the reply of the FHA Board of Commissioners, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by the Division of Labor Relations.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. Both parties recognize the need to maintain any arbitration schedule. To that end, if either party, for any reason, postpones an arbitration hearing, any potential liabilities, for either party, resulting from the arbitration process, may be mitigated by the arbitrator in any award to the original date of the arbitration hearing.

The expense for the arbitrator's services and the proceedings shall be borne equally by the employer and the local #1636. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Grievances involving discharge or suspension shall be processed, beginning at the second step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance, up to and including the restoration to the job with all compensation and privileges that would have been due the employee. The authority of the arbitrator shall be confined to interpretation of the terms of the collective bargaining agreement and the determination of just cause.

1.7 WHISTLEBLOWING

FHA requires its employees to conduct their duties and responsibilities in a manner which is consistent with the law and which is not illegal. The purpose of this policy is to encourage employees and volunteers of FHA to report any action or suspected action taken within FHA that is illegal, fraudulent or in violation of any adopted policy of FHA, to sources within FHA before going to parties outside FHA to obtain corrective action. This policy applies to any matter which is related to FHA's business and does not relate to the private acts of an individual which are not done as part of FHA's business.

FHA will not retaliate in any way against an employee who makes a report in accordance with this policy and will not tolerate retaliation by any other employee against an employee who makes a report in accordance with this policy. An employee who retaliates against another

employee making a report in accordance with this policy will be subject to appropriate discipline by FHA.

In order to qualify under this policy, the report must be made in good faith and with a reasonable basis for believing that the reported activity is illegal, fraudulent, or in violation of a policy adopted by FHA. FHA encourages the making of such reports. If an employee makes a report in bad faith and with no reasonable basis for believing that the activity is illegal, fraudulent, or in violation of a FHA policy, FHA reserves the right to take appropriate disciplinary action.

An employee who wishes to make a report in accordance with this policy should make the report to the Executive Director or, if the employee is not comfortable doing so, to the Chairman of the Board of Commissioners. The report should be made in writing in order to facilitate an investigation, unless there are extenuating circumstances which make a verbal report appropriate. The report and the identity of the reporting employee will be kept confidential to the extent reasonably possible, but only if a competent investigation can be conducted in such circumstances and subject to the requirements of applicable laws and any need to cooperate with law enforcement officials.

Upon receiving a qualifying report, the Executive Director/Chairman of the Board who received the report will commence an investigation. If it is determined that an investigation is not appropriate, the Executive Director/Chairman of the Board receiving the report will provide an explanation to the reporting employee. If an investigation is conducted, corrective action will be taken if appropriate. In any event, the Executive Director/Chairman of the Board receiving the report will explain the results of the investigation to the reporting employee.

This policy is in addition to, and supplements, any other workplace policies and procedures of FHA, such as FHA's Sexual Harassment Policy. This policy does not affect or replace an employee's rights under any State or Federal law.

1.8 EMPLOYMENT-AT-WILL

All FHA employees are at-will, which means both the employee and the FHA have the right to terminate the employment relationship at any time, with or without advance notice.

UNION CONTRACT: No Strike Clause: The Union and employees within the bargaining unit both individually and collectively in consideration of the value of this Agreement and its terms and conditions and the legislation which engendered it will not authorize, cause, instigate, sanction, or condone or take part in any work stoppage or delay, strike, walkout, slowdowns, or any concerted refusal to perform normal work duties on the part of any employee or group of employees covered by this Agreement.

1.9 INTRODUCTORY PERIOD

The first 90 days of employment are considered the Introductory Period. The Introductory Period will be a time for employees to better understand their role within the FHA and determine long-term fit. During the Introductory Period, the FHA will evaluate the employee's suitability for employment, and the employee may evaluate the Authority, as well. If performance meets the job's requirements, employment will continue past the initial Introductory Period. Please understand, however, that completion of the Introductory Period does not guarantee continued employment, as employment is always at-will. Additionally, an employee may be let go within the 90 day Introductory Period.

UNION CONTRACT: There will be a six (6) months probationary period for all new employees, with one (1) ninety (90) day extension with cause. A new employee serving in the probationary period may be disciplined and/or dismissed at the discretion of the Executive Director without recourse to the Grievance and Arbitration Procedure.

1.10 EMPLOYMENT VERIFICATION

The FHA is committed to meeting our obligations under U.S. Immigration Law. Accordingly, we neither hire nor continue to employ any person who is not legally authorized to work in the United States for the Authority. The employment verification process requires that all new employees complete and sign an Employment Eligibility Verification Form (Form I-9) certifying this authorization. It also requires that employers examine specific documents that the employee must provide within three (3) days of starting work.

BACKGROUND CHECK

Under certain circumstances, we also conduct pre-employment and post-employment background checks, including driving record, consumer credit report, and education if appropriate and job related. The FHA reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment. If an employee is found to have falsified or misrepresented any information during the hiring process, employment may be immediately separated.

COMPENSATION AND WORK SCHEDULE

2.1 HOURS OF WORK

The normal workweek consists of 8:30am to 4:30pm Monday through Friday. Additional weekend hours may be assigned by the Executive Director. Any hourly-paid employee must obtain prior approval from the Executive Director before working any hours outside of the scheduled outlined above.

UNION CONTRACT:

The regular hours of work shall be consecutive, except for interruptions for lunch periods.

The regular work week of Maintenance employees shall be five (5) consecutive days as assigned by the Executive Director. Any new employee must work Monday thru Friday for their first thirty (30) days of employment to train.

Maintenance: 7:30 a.m. – 4:00 p.m. (40 hours)

Administrative: Monday through Friday, 8:30 a.m. to 4:30 p.m.

Part-time employees' hours of work will be scheduled by the Executive Director

Maintenance and Administrative: Flex time of any 40 hours for Maintenance or 35 hours for Administrative to accommodate special circumstances of any employee and agreed to by the Executive Director.

2.2 MEAL/REST PERIODS

Employees who work six or more continuous hours will be provided at least a 30-minute meal break. During this break, employees will be relieved of all duties. Employees are expected to return to work promptly at the end of every meal break.

An uninterrupted 30-minute meal break will be unpaid for nonexempt employees. All nonexempt employees must record their meal break time.

UNION CONTRACT: Meal Period: All Administrative employees will be granted an unpaid meal period of one (1) hour's duration during each work day. Whenever possible, the meal period shall be scheduled at the middle of the day. All Maintenance employees will be granted an unpaid meal period of one-half (1/2) hour duration during each day to be scheduled, whenever possible, during the middle of the day.

Rest Periods: All employee work schedules will provide for a fifteen (15) minute break during each one-half shift. The rest period will be scheduled at the middle of each one-half (1/2) shift, whenever feasible. An area will be set aside, with refrigerator and stove for employees who prefer to carry or prepare lunches and eat on the premises.

2.3 NURSING MOTHERS

As part of our family-friendly policies and benefits, FHA supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her infant.

When the Authority is made aware that an employee is breastfeeding, it will engage with the employee to determine appropriate accommodations that will allow the employee to express breastmilk for her baby, and continue to perform the essential functions of her job.

FHA's full Breastfeeding Accommodation policy is included in Appendix D.

2.4 ATTENDANCE

Each employee of the FHA has an important and specific function that is necessary for the continued success of the Authority. Punctuality and good work attendance are essential parts of your job. Therefore, it is important for you to consistently attend work and avoid absenteeism or tardiness. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized FHA business.

If there is a reason that you will not be able to come to work on a particular day, you must notify your supervisor within a reasonable period of your scheduled starting time. If you are unable to notify your supervisor prior to your scheduled work time because of any emergency, you must notify your supervisor as soon as practicable. Circumstances under which you may be subject to disciplinary action, up to and including discharge, because of absenteeism include but are not limited to:

- Failure to properly report your absence from work on a timely basis;
- Excessive unplanned or unauthorized absences. The FHA defines excessive absenteeism as any time in excess of an employee's accrued paid time off that is not otherwise legally protected;
- Excessive unauthorized lateness when reporting to work and returning from lunch and other breaks; and
- Routinely departing the worksite prior to the end of an employee's scheduled work day.

If an employee is absent for three (3) consecutive days without notifying a supervisor, the employee will be considered to have abandoned their job and voluntarily resigned their employment with the Authority.

No employee will face disciplinary action for properly noticed leave in accordance with applicable state or federal law.

2.5 EMERGENCY CLOSINGS

The Falmouth Housing Authority will be officially closed whenever the Executive Director declares an emergency or determines current or forecast conditions to be unsafe. In the event of his/her absence, the Assistant Director shall make the declaration.

- Outside of office hours, notice will be provided via text/email notification system to which employees shall subscribe. Employees should check before leaving for work whenever a serious weather-related event is anticipated or occurring. Employees are strongly encouraged to check their local weather conditions before leaving for work in the event of a storm. When the Authority remains open, but local conditions are unsafe for travel, such affected employees should contact their supervisor to request approval for Vacation Leave. Such approval shall not be unreasonably withheld.
- Official closure means that the FHA office will close down and employees will be asked to leave early, or to stay at home if the announcement is made at night or in the early morning. The only staff who shall be expected to report is the Maintenance staff. In the event that circumstances require additional staff, managers may contact staff and request them to come to work. All staff who report to work shall be entitled to Compensatory Leave at a later date.

2.6 PAYMENT OF WAGES

All are paid each Friday for work performed during the previous Saturday through Friday pay period. If a regular payday falls on a FHA holiday, employees will be paid on the last day worked before the holiday.

Payment is made via direct deposit to the employee's bank account or an issued payroll card in the event that the employee does not have a bank account.

To begin automatic payroll deposit, you must complete a form and return it to Payroll.

2.7 EMPLOYEE CLASSIFICATION/PAYROLL DEDUCTIONS

Employee Classification

The FLSA is a federal law that establishes a minimum wage and limits the number of hours that may be worked in a standard workweek. Because of their duties, responsibilities, and salaries, employees in exempt jobs are not covered by the overtime provision of the FLSA. "Exempt" is not a title but a legal classification based largely on job content. Employees will be notified at their time of hire if they are exempt or non-exempt, and may contact The Executive Director at any time to inquire about their status.

Definitions

<u>Term</u>	<u>Definition</u>
Non-Exempt Employee	A non-exempt employee is entitled to

overtime pay for hours worked in excess of forty (40) per week under federal and applicable state laws.

Exempt Employee

An exempt employee includes certain professional, executive and administrative employees, who are not eligible to receive overtime pay under the specific provisions of federal and state laws.

Regular Employee

Regular employees are those who are hired by the FHA to work on a regular schedule. Regular employees may be classified as full-time or part-time.

Regular Full-Time Employee

Regular full-time employees are those regular employees who are scheduled to work 40 hours per week. For purposes of benefits eligibility, a full-time employee is defined as any employee who is scheduled for and does work a minimum of thirty (30) hours per week.

Regular Part-Time Employee

Part-time employees are those who are scheduled for and do work fewer than 40 hours per week but not fewer than 20 hours. Part-time employees who work a minimum of thirty (30) hours per week are eligible for benefits.

Temporary Full-Time Employee

An individual who is retained for a specific period of time and is scheduled to work a full-time schedule at his/her location. Temporary employees are not eligible for benefits.

Temporary Part-Time Employee

An individual who is retained for a specific period of time but works less than the full-time schedule, as it is defined at his/her location. Temporary employees are not eligible for benefits.

UNION CONTRACT:

Part-time employees covered under this contract will receive all fringe benefits they are entitled to on a prorated basis. This includes all leave time (Vacation, Personal, Sick, and Holiday). For example, an Administrative employee who regularly works 21 hours per week shall receive 60% of the leave hours of a full-time Administrative employee.

UNION CONTRACT:

Subcontracting: The Falmouth Housing Authority reserves and retains the right to contract for or subcontract out work. No employees shall be laid off or terminated as a result of subcontracting.

Payroll Deductions

The FHA is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. Below are two examples of voluntary deductions eligible employees might authorize:

- The FHA offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.
- Pay setoffs are pay deductions taken by the Authority, usually to help pay off a debt or obligation to the FHA or others.

All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the FHA that employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government. However, the FHA may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. The FHA takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that you believe there is an error in the amount of your pay or that your wages have been subject to improper deductions, you should promptly bring the discrepancy to the attention of the Executive Director so that an investigation can be undertaken and any necessary corrections can be made as quickly as possible. The FHA will conduct an investigation into the alleged discrepancy or challenged deductions, and if the amount of your pay was indeed improper, the Authority will reimburse you in full and take steps to prevent similar errors from occurring in the future.

UNION CONTRACT:

Dues Deduction: During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from

each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms, Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within thirty days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

2.8 UNION CONTRACT: WAGES

Wages: It is agreed that there will not be a step and grade system for this contract.

Maintenance salaries are based on the rate established by the Department of Labor and Industries for the State.

It is further agreed that during the life of this contract, that Maintenance employees shall be granted whatever raises are negotiated for the Administrative employees or the minimum State L&I rate, whichever is greater.

Salary increases during the term of this contract shall be as follows:

Effective July 1, 2019 – 3% increase added to the base wage

Effective July 1, 2020 – 3% increase added to the base wage

Effective July 1, 2021 – 3% increase added to the base wage

The above raises will be implemented when DHCD approves the annual budget and will be retroactive to July 1st of each year.

Additional Job Duties:

The designation of “Foreman” will be designated to the most senior qualified employee of the existing maintenance staff. This would be for expanded responsibilities to allow for coverage in the absence of the Superintendent. The selected employee will receive an additional two (\$2.00) dollars per hour more (above Department of Labor’s set wage rate for all hours performing the duties.

2.9 OVERTIME

Because of the nature of work, employees may be asked to work overtime on weekends or holidays or additional hours during the regular workday and are expected to comply with such requests.

Overtime compensation is paid in accordance with applicable federal and/or state law. Generally, employees are paid for hours worked in excess of forty (40) hours per workweek, unless otherwise provided for by state or local law. It is computed at one and one-half times the regular hourly rate, unless otherwise provided for by state or local law. This section does not apply to exempt employees who are not entitled to overtime.

Time paid but not worked (e.g., vacation, PTO, sick time) is not used in the computation of overtime.

Overtime should only be incurred at the request of, and with approval from, an employee's supervisor. This work rule includes any form of work related electronic communication after the normal workday.

UNION CONTRACT:

Overtime: An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week for Maintenance employees or thirty-five (35) hours per week for Clerical employees. All overtime work can only be authorized by the Executive Director or his/her designee.

With the exception of paid sick leave, all time for which a unit member is on paid leave such as vacation, personal, compensatory and holiday, shall be considered time worked for the purpose of calculating overtime compensation.

Any Maintenance employee called back to work on the same day, after having completed his/her assigned work, and left his/her place of employment and before his/her next regularly scheduled starting time, shall be paid for hours worked on recall at the rate of one and one-half (1 ½) times his/her regular rate of pay with a two (2) hour minimum. Recall work commencing within the two hour minimum of a prior recall shall be paid as part of the original recall.

Administrative employees shall receive payment or compensatory time at the rate of one hour for each hour worked in excess of his/her regular work day, up to a total of forty (40) working hours for the week. Hours worked above 40 hours per week shall be paid at one and one-half (1 ½) times his/her regular rate of pay. If Administrative overtime is worked in response to an emergency, such overtime shall be paid at the one and one-half (1 ½) rate of pay.

Compensatory time may be substituted for payment by mutual agreement of both parties. Compensatory time, when taken, must be approved at least 24 hours in advance by the Executive Director (or his/her designee), except in cases of emergency. Accrued Compensatory time is limited to a maximum of eighty (80) hours per Maintenance employee and thirty-five (35) hours per Administrative employee.

Overtime work will normally be required for Maintenance employees; however, from time to time it may be voluntary. Overtime work will normally be on a voluntary basis for Administrative employees; however, from time to time it may be required.

Overtime work will be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When, in the case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, such personnel shall be released from their emergency duties first when the work load lessens.

The employer will keep records in each time book of the overtime work. In case of a grievance involving such records, they will be subject to examination by the Union Representative.

2.10 UNION CONTRACT: ON-CALL FEE

All Maintenance employees will be on call on a weekly rotation basis. The employee that is on call will receive the following fee per week:

\$110 per week in FY 20

\$120 per week in FY 21

\$130 per week in FY 22

The on call rotation will include one (1) visit during a weekend or holiday period to remove trash from the trash rooms, on the second day of any two-day period without Maintenance coverage. Trash removal on the second day shall be paid at the one (1) hour overtime for each building complex and is not subject to being paid at double time. Said employee who is on call will be available from 4:00 p.m. Thursday through 7:30 a.m. the following Thursday.

If an employee utilizes vacation, compensatory time, personal day or has called out sick for that day, said employee shall not be able to perform on call duties. This duty must be performed by an employee who is working on the day or days of the absence(s) of the on call employee. The employee must find a replacement for the above days unless the leave is deemed unexpected. The on call fee would then be paid on a daily basis.

2.11 TIME REPORTING

Federal law requires that all employers maintain accurate time records of hours worked. Most FHA employees record time worked through use of a written timesheet. Exact hours worked are reported in order to properly compensate employees in accordance with legal requirements and FHA pay policies. All FHA employees are expected to keep accurate record of hours worked. For exempt employees, lost time is reported in full or half-day increments so that holiday, vacation, sick leave and other time worked or not worked may be properly recorded.

2.12 TIMEKEEPING RULES

The FHA strives to maintain strict compliance with the Fair Labor Standards Act (FLSA). The rules below are designed to help the FHA with the FLSA and to ensure that all employees are paid fairly and legally. Failure to follow these rules may subject you to discipline up to termination.

Employees must record their own time at the start and at the end of each work period, including before and after the lunch break as established by the guidelines of the local site. Employees must also record their time whenever they leave the building for any reason other than FHA business.

“Punching” another employee’s timecard, allowing another employee to “punch” your timecard, or altering a timecard is not permissible and will subject the participating employees to disciplinary action up to and including immediate termination of employment.

Any errors on your timecard should be reported immediately to your supervisor and Payroll.

2.13 PERSONNEL FILES

Employees may review or obtain a copy of their personnel file, generally not more than two times per calendar year, by submitting a written request to the Executive Director. The review will take place in the presence of an Authority representative during normal business hours.

Employees who disagree with any of the information contained in their personnel file should notify The Executive Director. If an employee and the Authority cannot agree to remove or correct the specified information, the employee can submit a written statement explaining his/her position regarding the disputed information. The statement will be maintained as part of the employee’s personnel file and included in any disclosure to a third party.

Upon request, employees will also be allowed to inspect certain paper or electronic wage records maintained by the Authority. Such records include the amount of pay per pay period, hours worked, rate of pay, vacation pay, and deductions from wages. These records are maintained by the Authority for at least three years after entry. Employees will be allowed to

inspect such wage records at a reasonable time and place. Upon request, employees will be provided with a copy of the wage records within ten business days.

An employee will be notified within 10 days of any documentation that is placed into his/her personnel file.

UNION CONTRACT: Documentation of Records: Personnel records will be kept for each employee. Any document inserted in this file that is unfavorable to the employee will be signed by the party making the insertion and the employee to acknowledge receipt. Within thirty days of the original insertion of a document in the file the employee may prepare and attach a statement related to the document. All personnel files shall be secured with access controlled by the Executive Director.

2.14 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the FHA of any changes in personnel data. Changes in an employee's mailing address, telephone numbers, name, income tax exemptions, employee benefits plan beneficiaries, educational status, marital status, number and names of dependents, individuals to be contacted in the event of an emergency, and other such personnel data should be accurate and current at all times. If any such personnel data has changed, please complete the proper form and forward it to the Executive Director.

2.15 JOB PERFORMANCE

Employees like to know how they are doing on the job and expectations for improvement. The FHA encourages employees to grow and develop knowledge and skills so that you can improve your current job performance. We also encourage supervisors/managers to discuss employee job objectives on an ongoing formal and informal basis; and also encourages employees to proactively approach supervisors regarding job performance. Nothing in this section is intended to alter the at-will nature of the employment arrangement.

2.16 PERFORMANCE REVIEWS

The FHA encourages supervisors/managers and employees to discuss the employee's job objectives and performance on an ongoing formal and informal basis. Additionally, each employee's performance will be reviewed and documented against pre-set objectives and expectations on a Performance Review, which they will be required to sign. The signature represents only that the employee has received a copy of the review and not necessarily that he/she agrees with it. The Performance Review will then become part of the employee's personnel file. Completion of the formal evaluation does not guarantee a salary adjustment. Adjustments to an employee's compensation, if any, will be based on, among other things, FHA performance, the employee's performance, formal evaluation, current pay position and market conditions.

UNION CONTRACT: Annual Performance Review:

Employees will be evaluated on an annual basis by the Executive Director. This evaluation will be completed annually by October 1st of each year.

WORKPLACE SAFETY

3.1 SAFETY MISSION AND OSHA COMPLIANCE

The Authority's goal is to create a safe working environment that removes unsafe practices and eliminates avoidable accidents. The FHA is governed by federal and state occupational safety and health laws which regulate hazards in the workplace, as well as its own safety and health standards and policies. Each employee is expected to comply with all applicable health and safety laws, standards and policies and is continuously trained on such laws, standards and policies. Personal Protective Equipment (PPE) such as safety glasses, protective clothing and respirators, as applicable, are provided for employees for use in the workplace. Employees must work in a manner to prevent personal injuries to themselves and others and will be evaluated on his/her compliance and safety work record during the performance review.

Employees have a right to report work-related injuries and illnesses free from retaliation. No employee will be deterred or discouraged from reporting a work-related injury and/or illness; and no employee will be retaliated against for reporting work-related injuries or illnesses.

The Employee Health and Safety Policy is found in Appendix E.

3.2 UNION CONTRACT: TEMPERATURE

Except for emergencies, Maintenance employees shall not be required to work outside when the temperature is in excess of 90 degrees Fahrenheit, above 85 degrees Fahrenheit with 100% humidity, or below 20 degrees Fahrenheit. When temperatures are below or above the temperatures stipulated, and no emergency exists, Maintenance employees will be assigned to interior work. In the event that the heating or cooling systems fail inside the office building, the Administrative employees may be sent home without loss of pay.

3.3 DRUG AND ALCOHOL POLICY

Unlawful possession, use, consumption, sale, purchase, distribution or manufacture by any employee of any illegally obtained drugs or alcohol within the Authority's facilities, or while performing work off their premises is prohibited. The FHA does not permit any employee to report to work or perform their duties while taking lawfully prescribed drugs which may adversely impair their ability to safely and effectively perform their job functions. The Authority's full Drug and Alcohol Policy is located in Appendix F and incorporated herein by reference.

Union Contract: Drug Free Work Place: The Falmouth Housing Authority is a drug free workplace and all employees shall be required to read, acknowledge with a signature, and adhere to the Drug Free Policy of the Falmouth Housing Authority.

3.4 VIOLENCE IN THE WORKPLACE

The FHA takes very seriously the safety of all of its employees in the workplace. For that reason, conduct which threatens, intimidates or coerces another employee or resident or interferes

with the ability of FHA employees to perform their work will not be tolerated. Employees should refrain from fighting, “horseplay,” or other conduct which may endanger others.

Firearms, weapons and other dangerous or hazardous devices or substances may not be brought on to FHA premises. FHA premises include the interior of physical buildings, adjacent grounds, parking lots and garages, and all other property owned or leased by the Authority. The Authority’s policy prohibiting weapons in the workplace is included as Appendix G.

Any employee who believes he/she has been subject to violent behavior by a co-worker, customer or vendor, is threatened with violence or knows of threats or actual violence occurring in the workplace should report such conduct to his/her supervisor or to the Executive Director immediately. Management will make every effort to determine the safest way to handle the situation and minimize the risk to all employees.

The FHA encourages employees to bring their disputes or differences with one another to the attention of their supervisor or the Executive Director before the situation escalates to a potentially violent situation. Employees who engage in conduct prohibited under this policy will be subject to disciplinary action, up to and including immediate termination of employment.

3.5 SMOKING POLICY

Smoking (including “vaping”) is prohibited inside all FHA buildings and vehicles. Smoking for purposes of this policy includes e-cigarettes and vaporizers or vapor cigarettes. Smoking is not allowed outside while on FHA property.

3.6 WORK RELATED ACCIDENTS

The Authority provides Workers’ Compensation coverage to employees for work related injuries and illnesses under the governing law of Massachusetts. Work related injuries and illnesses must be reported immediately to the Executive Director. Accident reports must be completed, describing exactly what happened, within 24 hours of the incident. Employees have a right to report work-related injuries and illnesses free from retaliation.

Arrangements must be made with the Executive Director to continue employee benefit coverage while out of work due to a work related injury or illness. No paid time-off is accrued while out of work.

3.7 SECURING PERSONAL INFORMATION

Our FHA is committed to doing our part in preventing the misappropriation of personal information about one of our employees or one of our resident and complies with the specific employee privacy laws, and data protection and breach notification laws of each state in which it operates. We have adopted and are committed to complying with our Written Information

Security Program that protects and secures personal information. That program can be obtained from the Executive Director.

HIPAA

This commitment extends to compliance with the Health Insurance Portability and Accountability Act (HIPAA) and applicable state laws protecting the privacy and confidentiality of the protected health information (PHI) of our employees whenever it is used by FHA representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of their jobs.

4.1 UNION CONTRACT: ACCESS TO PREMISES

The employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council #93, and/or Local #1636 to enter the premises by appointment for individual discussions or working conditions, with employees, provided care is exercised by such representatives that they do not interfere with the normal working hours, and that the employer is notified of his/her presence (arrival and departure).

WORKPLACE EXPECTATIONS

4.2 EMPLOYEES WILL BE HONEST, FAIR AND TRUSTWORTHY

The FHA is committed to striving for the highest standards of conduct. Employees will be honest, fair, and trustworthy in all FHA activities and relationships. No employee will conduct any unlawful or unethical activity, or any activity that may appear unlawful or unethical. Employees are expected to know the Authority's standards and rules and conduct themselves accordingly.

4.3 DRESS CODE

Because each employee is a representative of the FHA in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Specifically, FHA requires that employees adhere to a "business casual" dress code. This means that no employee should report to work wearing jeans, tank tops, ripped clothing, flip-flops, or other casual attire. Employees who report to work inappropriately dressed will be asked to go home and return in acceptable attire.

The FHA recognizes the importance of individually held religious beliefs to persons within its workforce and will reasonably accommodate an employee's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the Executive Director.

4.4 CONDUCT STANDARDS

The FHA expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with FHA personnel and outside business contacts. The FHA reserves the right to discipline or discharge any employee for violating any FHA policy, practice or rule of conduct. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that the FHA retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.

Employees may be disciplined or terminated for poor job performance, including but not limited to the following:

- Unsatisfactory quality or quantity of work;
- Repeated unexcused absences or lateness;
- Failing to follow instructions or FHA procedures;
- Failing to follow established safety regulations;
- Carelessly performing a job by participating in horseplay or unsafe acts;
- Carelessly failing to record working time accurately;
- Gambling on FHA property or during work hours; and
- Solicitation, defined as selling any item on FHA premises.

Employees may also be disciplined or terminated for gross misconduct. Gross misconduct, including but not limited to violations listed below, may result in the employee being terminated for a single violation and a denial of benefits including COBRA and unemployment.

- Falsifying an employment application or any other FHA records or documents including expense and production reports;
- Intentionally recording inaccurate work time;
- Insubordination or other failure to carry out specific orders or instructions either written or verbal (unless that employee believes in good faith that the orders or instructions would require him or her to violate the law);
- Fighting or disorderly conduct, which includes vulgar, profane, obscene or abusive language, causing physical or verbal disagreements among other employees, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination;
- Disrupting the Authority's normal business relationships, such as engaging in or causing arguments with customers, vendors or other employees, or misrepresenting the FHA with customers or vendors;
- Misusing, destroying or stealing information, FHA property, or another person's property;
- Violating security rules, such as giving FHA keys or your access to a person not entitled to it, including access to the FHA gym; entering a facility without authorization; or refusing to obey the instructions of a guard or security person;

- Possessing, entering with or using weapons or explosives on FHA property or during working hours;
- Possessing, selling, using or reporting to work with alcohol, controlled substances or illegal drugs in the employee's system, unless the drugs are prescribed by a licensed physician, or in the case of medical marijuana, even if prescribed by a licensed person, on FHA property or on FHA time;
- Creating safety or health hazards for the individual or others by refusing to use safety devices, horseplay, ignoring safety regulations, or carelessly performing a job;
- Violating conflict of interest rules;
- Disclosing or using confidential or proprietary information without authorization;
- Violating the Authority's computer or software use policies; and
- Being convicted of a crime that indicates unfitness for a job or presents a threat to the FHA or its employees in any way.

4.5 DISHONESTY AND THEFT

Employees may not engage in fraud or embezzlement affecting FHA property, funds, or other assets. Employees may not engage in the willful destruction of property or materials belonging to the Authority, its employees or customers. Violations of this policy will result in discipline up to and including termination of employment.

4.6 UNAUTHORIZED USE OF FHA RESOURCES

Employees will use FHA resources, including money, equipment, supplies, property, and employee time in a prudent manner. The FHA provides resources expressly for the purpose of serving its customers. No FHA resource will be used for personal benefit. Unauthorized use of FHA resources for non-FHA purposes is not allowed, except where provided for use by separate policy or by managerial approval.

4.7 SOLICITATION/DISTRIBUTION OF LITERATURE

FHA employees are not permitted to engage in solicitation or distribute literature during working time. Anyone who is not an employee of the FHA is prohibited from soliciting or distributing literature on all FHA property at any time.

4.8 UNION CONTRACT: BULLETIN BOARD

Announcements shall be posted in a conspicuous place where employees enter, leave or gather (lounge area) on the premises. Parties to this agreement, both of whom may use the bulletin board for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written materials on such a bulletin board.

4.9 PROGRESSIVE DISCIPLINE

An employee who violates the law, the Code of Conduct, or other FHA policies will be subject to discipline up to and including termination of employment. In all cases, the FHA will select the form of corrective action it believes is justified under the circumstances, and may terminate the employment of an individual at any time, and without going through a progressive discipline process. Additional corrective actions may include reassignment of work duties and limitations in future job opportunities. Violations of law may be referred to local law enforcement authorities for prosecution. All disciplinary actions will become a part of the employee's personnel file.

UNION CONTRACT:

Grievance and Arbitration Procedure: The Falmouth Housing Authority recognizes that employees may elect to be represented/accompanied by a Union Representative in any hearing. The Authority elects representation of their choosing, such as legal representation, to be present at the hearing.

Any grievance or dispute which may arise between the parties involving application, meaning, or interpretation of this agreement shall be settled in the following manner:

Step 1. The Executive Director, aggrieved employee, and the Union Steward or Representative shall try to resolve the grievance by discussing it. The Executive Director shall respond to the Steward/Representative and employee in writing within five (5) working days.

Step 2. The Union Steward or Representative, with the aggrieved employee, shall take up the grievance or dispute in writing with the Executive Director within ten (10) working days of the date of occurrence, or his/her knowledge of its occurrence. The Executive Director shall attempt to adjust the matter and shall respond to the Steward within five (5) working days. (Either time limit may be waived in case of mutual agreement in writing).

Step 3. If the grievance has not been settled, it shall be presented in writing to the Chairperson of the FHA Board of Commissioners within five (5) working days after the Executive Director's response is received. The FHA Board shall have a hearing on the matter at their next regularly scheduled meeting and shall respond to the Steward, in writing, within ten (10) working days. Union may be present when the Board reviews the grievance. Either party (management or labor) has the right to request a hearing on the grievance before the Board of Commissioners of the FHA. When such a hearing is called, the grieving party must be present at said hearing.

Step 4. If the grievance is still unsettled, the Union may, within thirty (30) calendar days after the reply of the FHA Board of Commissioners, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by the Division of Labor Relations.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. Both parties recognize the need to maintain any arbitration schedule. To that end, if either party, for any reason, postpones an arbitration hearing, any potential liabilities, for either party, resulting from the arbitration process, may be mitigated by the arbitrator in any award to the original date of the arbitration hearing.

The expense for the arbitrator's services and the proceedings shall be borne equally by the employer and the local #1636. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Grievances involving discharge or suspension shall be processed, beginning at the second step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance, up to and including the restoration to the job with all compensation and privileges that would have been due the employee. The authority of the arbitrator shall be confined to interpretation of the terms of the collective bargaining agreement and the determination of just cause.

Exclusions. The progression within these steps can be skipped if circumstances warrant. Some examples when steps would likely be skipped include, but are not limited to, the following:

- Willful or negligent misrepresentation of important facts in seeking employment
- Insubordination
- Harassment, including sexual harassment
- Violation of confidentiality
- Repeated unexcused absences
- Destruction of property
- Theft
- Reporting to work intoxicated/impaired
- Possessing or consuming non-prescribed narcotics and/or alcohol on company property
- Instigating a fight on company property
- Carrying a weapon without a business purpose on company property
- Jeopardizing the health or safety of a tenant or employee
- Willfully or negligently exposing the Authority to financial or legal liability

4.10 ATTENDANCE AND PUNCTUALITY

Each employee has an important and specific function that is necessary for the continued success of the Authority. Punctuality and good work attendance are essential parts of your job. Therefore, it is important for you to consistently attend work and avoid absenteeism or tardiness. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized FHA business.

If there is a reason that you will not be able to come to work on a particular day, you must notify your manager prior to your scheduled starting time. If you are unable to notify your manager prior to your scheduled work time because of any emergency, you must notify your manager as soon as practicable. Circumstances under which you may be subject to disciplinary action, up to and including termination, because of absenteeism include but are not limited to:

- Failure to properly report your absence from work on a timely basis;
- Excessive unplanned or unauthorized absences. The FHA defines excessive absenteeism as any time in excess of an employee's accrued paid time off that is not otherwise legally protected;
- Excessive unauthorized lateness when reporting to work and returning from lunch and other breaks; and
- Routinely leaving the worksite prior to the end of an employee's scheduled work day.

If an employee is absent for three (3) consecutive days without notifying a supervisor, the employee will be considered to have abandoned their job and voluntarily resigned their employment with the Authority.

4.11 UNION CONTRACT: SENIORITY AND JOB POSTING AND BIDDING

The length of service of the employee in the Falmouth Housing Authority shall determine the seniority of an employee. When an employee is on lay-off, or long term medical leave, he/she shall retain, but shall not accumulate seniority.

When a position covered by this agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing duties and qualifications and salary prior to outside advertisement. This notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing within the seven (7) working day period. Within five (5) working days of expiration of the posting period, the employer will award the position to the most senior qualified applicant. Qualifications are defined as described in the job description. Management shall review applicant's qualifications before awarding the job.

The successful applicant shall be given a thirty (30) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the employee is not meeting performance expectations, he/she shall be returned to his/her prior position at the applicable rate of pay.

Any vacancy of a full-time position may not be filled with part-time employees except on a temporary basis due to budget constraints. Whenever any existing part-time positions are made full-time, the full-time position must be treated as a vacancy and treated as such, must be posted as any vacancy would be.

a. If the applicant does not want the position before the thirty (30) day period, he/ she has the right to return to his/her prior position at the prior rate of pay. Employees who are involuntarily returned to their previous position, shall have redress to the Grievance and Arbitration Procedure.

b. Employees who are promoted under Article 3.4, shall normally be moved to their new position and rate of pay within five (5) working days of the position being awarded to them.

c. Definition of Vacancy. A vacancy shall be defined as an opening caused by death, retirement, resignation, promotion, discharge or availability of a new position which can reasonably be expected to exceed thirty (30) days. If the Executive Director determines that a vacancy exists, the position shall be filled in accordance with this article.

a.

d. Assignments. The employer shall afford the opportunity to employees within their classification to be reassigned prior to posting of any vacancies.

b. Lay-off and Recall. In the event that the employer determines that a temporary or permanent reduction in force within a classification is necessary, the following procedures regarding lay-off and recall will be observed:

1. e. Lay-off and Recall. Recall rights exist for two (2) years. Employees laid off will be recalled in the reverse order from which they were laid off with the senior employee displaced from the classification being the first person recalled. The employer shall appoint employees from the recall roster, prior to the appointment of any other applicant, to fill a vacant position in the unit for which the laid off or displaced employees meet the minimum entrance requirements of said position. If the vacancy occurs in a title not held by the laid off or displaced employee, the authority will notify employee in writing and including job posting. It will be the employees responsibility to provide the Authority with documentation that they meet the minimum qualifications of the vacancy that is not a title they previously held.

4.12 SEPARATION OF EMPLOYMENT

Employment with the FHA may be terminated because of employee resignation, discharge, retirement or reduction in the work force. Termination by the FHA and resignation by the

employee can be for any reason not prohibited by law. In the absence of a specific written agreement, employees are free to resign at any time, and the FHA reserves the right to terminate employment for any reason.

Notice

When an employee voluntarily resigns, the FHA requests written notice of employee's notice of intent to resign according to the following schedule:

- Supervisory and managerial employees are requested to give three (3) weeks' notice;
- Other employees are requested to give at least two (2) weeks' notice; and
- Executive management should be individually negotiated.

Employees may not use accrued time off in lieu of a notice period.

Termination/Resignation

Before leaving, the employee should be certain to do the following:

- Make sure the Executive Director has a current address. This will insure timely arrival of the W-2 form and any other appropriate paper work and
- Make certain that he/she has removed all personal belongings from the workplace and has returned all FHA property.

Unless otherwise required by law, the final paycheck, including any accrued vacation payouts, will be available on the regularly scheduled payday provided that the employee has provided the necessary information, which is required to complete his/her payroll. Termination and resignation procedures are only guidelines and do not constitute a legal contract between the FHA and its employees.

TELEPHONE/ELECTRONIC COMMUNICATION/INTERNET SECURITY POLICY

5.1 PHONE CALLS

The FHA will not accept personal telephone calls for employees during working hours, except in the case of emergency. The personal use of cellphones during working hours is similarly prohibited except in the event of an emergency. Employees may make personal phone calls during rest periods only.

5.2 APPROPRIATE USE OF ELECTRONIC COMMUNICATION

For business reasons relating to productivity, professional employee conduct and FHA reputation and security, and to prevent information systems use for purposes of harassment or other conduct that could give rise to employer liability, the FHA may monitor employee access to Internet sites and take appropriate disciplinary action if necessary. The Authority's full Electronic Communications-Appropriate Use Policy is included in Appendix H and incorporated herein by reference.

5.3 CELLPHONE ISSUANCE AND STIPEND

Cellular phones are sometimes provided to employees to improve customer service, to enhance business efficiencies, and/or to provide employee safety. If there is an FHA business reason for an employee to have a cellular phone on a regular basis, the Executive Director can authorize the issuance of an FHA phone or, alternatively, approve a "Cellular Telephone Stipend". No offensive, harassing, fraudulent, defamatory, dangerous, or illegal use of cellular telephones will be tolerated. Discipline up to and including termination may result from use of this equipment for prohibited activities.

Use

Employees are responsible for operating FHA-owned vehicles and potentially hazardous equipment in a safe and prudent manner, and therefore, employees should refrain from using cellular phones, either business or personal phones, while operating vehicles or any such equipment. Do not conduct FHA or personal business by phone while driving any vehicle. Employees may use FHA's cellular equipment for incidental, reasonable, necessary and lawful personal reasons so long as the personal use is done during personal break time and does not impact the integrity or use of these systems. Employees should be aware that there is no confidentiality with respect to personal use of these phones and that both business and personal use may be accessed and monitored.

Authorized Employees

- Executive Director
- Maintenance Director
- Maintenance Mechanic/Laborer

- Service Coordinator

Cellular Telephone Stipend, if Selected

Requires voice, text, and data: \$45/month

- Executive Director
- Assistant Director
- Maintenance Director

5.4 SOCIAL MEDIA

At FHA, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects clients, suppliers, people who work on behalf of the FHA or the Authority's legitimate business interests may result in disciplinary action up to and including termination.

The FHA prohibits employees from the use of social media and social networking during work hours with either a personal or FHA provided device, unless the employee has been specifically identified and approved by management, in writing, to perform a social media/networking function for a legitimate business purpose.

CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

6.1 OUTSIDE EMPLOYMENT CONFLICTS OF INTEREST

Any employee who wishes to supplement his/her income through outside employment, must discuss such employment with the Executive Director prior to accepting such employment. Among other things, outside employment will not be allowed in the event the FHA determines that it:

- Interferes with the employee's work;
- Creates a conflict of interest affecting the Authority;
- Is in direct competition with the Authority;
- May subject the FHA to public criticism or embarrassment;
- involves soliciting and/or performing work for customers of the FHA for purposes of self-employment; or
- Is conducted while the employee is on paid or unpaid leave from the Authority.

6.2 CONFIDENTIAL AND PROPRIETARY INFORMATION

Employees who have access to confidential and proprietary FHA information must protect that information. Such proprietary and confidential information includes any and all information concerning the Authority, including without limitation, the Authority's products, services, customers, prospective customers, sales agents, prospective sales agents, inventions, manufacturing processes and techniques, pricing, distribution, customer and prospect lists, product development and enhancement, and information regarding the administrative, marketing and financial activities of the Authority. The unauthorized disclosure of the Authority's proprietary and confidential information to any third party or use thereof for the benefit of any party other than the FHA is strictly prohibited. Employees who leave the FHA must also continue to protect confidential and proprietary information until such information becomes publicly available.

6.3 FHA PROPERTY

Employees are expected to protect FHA property, including equipment, hardware, software, data, information and access to information. Unless specifically authorized to do so, employees may not access, remove, publish, destroy or alter private or confidential information existing in physical FHA records or electronically stored information; remove, publish, destroy or alter other physical FHA records or electronically stored information affecting the Authority, its employees or customers; or copy, reprint, duplicate, recreate in whole or in part, computer programs or related systems developed or modified by FHA personnel or acquired from outside vendors.

UNION CONTRACT: The Authority shall provide any and all power tools, equipment, and materials necessary to perform the related tasks assigned to job requirements. Employees shall provide their

own hand tools. The Authority agrees to replace any tool broken on the job provided the tool is in good condition. Employees may be required to submit their tools for inspection at reasonable intervals. Any employee bringing in a power tool or piece of equipment to be used on the job must check the power tool or equipment in and submit said power tool or piece of equipment for inspection prior to use. Failure to submit tools for inspection and/or check in power tools or equipment may result in denial of a replacement in the event the hand tool, power tool, or equipment becomes broken or lost. Electronic devices which are supplied by the Housing Authority must be inspected and if the item was unnecessarily deemed damaged, the item may be denied for replacement.

6.4 RECORDKEEPING

Employees will keep accurate records. Falsification and misrepresentation of employment applications, time cards, production records, expense reports, financial and all other records and reports will not be tolerated.

TIME-OFF/LEAVES OF ABSENCE

7.1 PAID TIME-OFF/VACATION

UNION CONTRACT: Employees shall be credited with vacation leave on the anniversary date of initial employment as follows:

FIRST ANNIVERSARY OF INITIAL EMPLOYMENT1 WEEK
SECOND ANNIVERSARY OF INITIAL EMPLOYMENT2 WEEKS
FIFTH ANNIVERSARY OF INITIAL EMPLOYMENT 3 WEEKS
SEVENTH ANNIVERSARY OF INITIAL EMPLOYMENT.....4 WEEKS

Each year following the seventh Anniversary shall remain at four weeks leave.

In addition, employees shall be credited with vacation leave during the first year of employment with one vacation day for every two months worked after the initial two-month period.

All vacation leave must have prior approval of the department head, and/or the Executive Director if applicable.

Seniority shall govern in granting of vacation time.

No more than two (2) consecutive weeks, or two (2) weeks within a four (4) week period, may be taken at one time with exception of prior approval by the Executive Director.

No more than two employees from each department will be allowed to use the same week for vacation leave unless prior approval has been granted by the Executive Director.

Vacation time may be requested any time within the preceding 12-month period. Once approved vacation time has been blocked out for a period of thirty (30) days, the vacation leave is no longer subject to the seniority rule.

Single or double days of vacation during the fiscal year is/are permissible on the approval of the department head.

A maximum of one (1) week of vacation leave may be carried over by the employee at their anniversary date.

Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary

7.2 EARNED SICK TIME

In compliance with the Massachusetts Earned Sick Leave Law, The FHA provides earned sick time to all FHA employees whose primary place of work is in Massachusetts. An employee begins accruing sick time commencing the date of his/her hire. Employees may not use earned sick time until 90 calendar days from their start date. The Authority's full Sick Leave Policy is located Appendix I.

A union employee will be eligible to earn and use sick time pursuant to the Massachusetts law during his/her union probationary period. After the union probationary period has ended, the employee will then become eligible pursuant to the union's sick leave policy and will no longer accrue time under the Massachusetts law. Time accrued but unused prior to union eligibility will not be lost.

Where the terms of the policy located in Appendix I are more generous than the Union Contract policy, the terms of Appendix I will control.

UNION CONTRACT

It is the intent of the article to provide a fair measure of protection of an employee's income in the event of sickness or non-industrial injury to said employee. Each non-probationary employee will accrue sick days at the rate of one (1) day per month of active employment to be used in the event of illness or injury to the employee. Absences of three (3) or more days may require proof of disability or physician's certification at the request of the Executive Director (or his/her designee). Any abuse or misuse of Sick leave may subject an employee to discipline.

All accumulations of Sick leave which are presently enjoyed by any employee covered by this agreement shall be retained. Future accruals are limited to a maximum equal to thirteen weeks of an employee's regular work hours.

At the start of each fiscal year employees over the accrued Sick leave cap will receive Vacation leave at a three to one (3 to 1) exchange rate for any Sick leave unused from the previous twelve (12) months (3 Sick days = 1 Vacation day).

An employee may use Sick leave to apply to absences in the event of serious illness or injury to a member of the employee's immediate family. Immediate family is defined as the spouse/partner, children of the employee; step children, step parents and parents.

Sick Leave Exchange: Employees may donate their personal Sick leave directly to another employee who has exhausted their leave time. These donations are limited to a maximum of eight (8) weeks of total donated time per recipient employee.

7.3 PAID HOLIDAYS

The following applies to all employees, whether union or non-union.

UNION CONTRACT: Holidays: The following days will be considered to be paid holidays:

- NEW YEAR'S DAY
- MARTIN LUTHER KING DAY
- PRESIDENT'S DAY (aka WASHINGTON'S BIRTHDAY)
- PATRIOTS' DAY
- MEMORIAL DAY
- FOURTH OF JULY (aka INDEPENDENCE DAY)
- LABOR DAY
- COLUMBUS DAY
- VETERANS DAY
- THANKSGIVING DAY
- FRIDAY AFTER THANKSGIVING DAY
- CHRISTMAS DAY

And any other day that may be declared a holiday by the Governor of the Commonwealth, the General Court, or the Federal Government. If any of these holidays fall on a Sunday, they will be celebrated on the Monday following. If any holiday should fall on a Saturday, it will be celebrated on the preceding Friday.

An employee required to work on a paid holiday will receive, in addition to the regular holiday pay, an amount equal to two (2) times the regular rate of pay for all hours worked.

7.4 BEREAVEMENT

When an immediate family member passes away, the FHA provides paid time off to attend the funeral and make other necessary arrangements as follows:

UNION CONTRACT:

In the event of death in the family of an employee, he/she will be granted leave with pay, and such leave will not be charged to Sick leave or Vacation leave. Family, and corresponding Funeral leave amounts, includes:

Three (3) days:

GRANDCHILDREN	MOTHER-IN-LAW
GRANDPARENTS	FATHER-IN-LAW
BROTHER-IN-LAW	SISTER-IN-LAW
DAUGHTER-IN-LAW	SON-IN-LAW

Five (5) days:

SPOUSE/PARTNER	MOTHER	SISTER
CHILDREN	FATHER	BROTHER
STEP CHILDREN	STEP PARENTS	

7.5 JURY DUTY

The Authority encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, harassed, coerced or penalized because they request or take leave in accordance with this policy.

All employees, including temporary employees, will receive their regular wages for any work missed for the first three days of service. After the third day, the state compensates jurors at the rate of \$50 per day.

UNION CONTRACT: Court Leave: A summons or subpoena must be legally served and may be for serving as a witness or for jury duty. All employees, when actually summoned, shall immediately inform the Executive Director. The salary of any employee who has received a subpoena for jury duty or as a witness will continue at the regular rate less any compensation received for a maximum period of ten (10) working days. Employees may utilize their accrued Sick leave for jury duty lasting beyond ten (10) working days. Employee must submit proper documentation for court leave within the following pay period to be paid accordingly.

7.6 UNPAID LEAVES OF ABSENCE

The FHA grants employees leave in compliance with applicable state and federal laws. Employees must submit to The Executive Director a written request stating the reason for and duration of the requested leave. A determination will be made if a request is governed by any state and/or federal laws, including the Family and Medical Leave Act (FMLA) and the Uniformed Services Employment and Reemployment Rights Act (USERRA). Unless otherwise required by law, employees are responsible for the full cost of their benefits during a leave of absence, and the continuation of benefits is determined per the terms and conditions imposed

by the benefit plan document of each benefit. Paid time off is not accrued during a leave of absence.

UNION CONTRACT: Other Leave:

Leave without pay may, where necessary, be granted at the discretion of the Executive Director, not to exceed one (1) month in any one calendar year. This leave shall not affect seniority status.

Up to two (2) hours leave with pay may be granted for blood donations.

7.7 PARENTAL LEAVE

Under the Massachusetts Parental Leave Act, all full-time female and male employees who have completed three (3) consecutive months of employment with the Authority are eligible for eight (8) weeks of unpaid parental leave from work for the purpose of a child's birth, caring for a newborn child, adopting a child eighteen (18) years or younger, or adopting a mentally or physically disabled child age twenty-three (23) or younger, or placement of a child with the employee pursuant to a court order. If two employees are the parents of the same child, those two employees are only entitled to a total of eight (8) weeks of unpaid Parental Leave between them. Employees who qualify for leave under this law are required to give the Authority two (2) weeks' notice of an intention to take leave, as well as two (2) weeks' notice of an intention to return from leave, unless failure to give notice was a result of an emergency or other unforeseeable circumstance beyond the employee's control.

The Authority will hold open the employee's position during parental leave to the extent required by applicable law. Absent unusual circumstances, an employee on such leave is expected to return at the end of the granted period of time. It should be noted that at the end of the leave, if a position is not available, or if one is offered to the employee and is declined, or if the employee fails to return from leave on the scheduled return date, employment will be terminated.

UNION CONTRACT: An employee who desires Parental leave in accordance with MGL c. 149, § 105D will be entitled to up to eight (8) weeks of Parental leave, with or without pay, depending on Sick leave entitlement. Said leave will not affect employees seniority and will be treated as any other sickness or disability

7.8 MILITARY LEAVE

The FHA complies with all federal, state and local military leave and discrimination laws, including USERRA—a federal law that protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services. Employee rights may vary depending on the individual circumstances of each case. The Authority's full Military Leave Policy is found in Appendix J.

Members of the armed forces of the Commonwealth of Massachusetts, including the state defense force, the state staff, or the armed forces of another state or territory who are employed within Massachusetts and ordered to active duty under state or federal law, are entitled to the rights, protections, privileges and immunities provided under USERRA.

When military service, as described above, is in support of a critical homeland security or emergency management operation, as determined by the adjutant general, it will not be counted toward the cumulative five year period of absence allowed for military leave.

UNION CONTRACT: Military Leave:

An employee who leaves the employment of the authority 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 reasons of being drafted, will be carried on the rolls in a military status.

Upon honorable discharge from military service, the person will be entitled to be restored to the same position or to a position equally acceptable to the employee for which he or she is qualified, provided he or she applies for re-employment within 90 days after discharge or before the expiration of any statutory right to re-employment, if later. This shall not affect employee(s) seniority status.

The person brought in to fill the position left vacant by the military leave may be discharged subject to any seniority and bumping rights established by him/her at the time of discharge.

Military leave of absence with pay, up to two (2) weeks, in accordance with the number of calendar days, each calendar year permitted by existing state and federal laws, will be granted to permanent employees who are reservists of the armed forces or members of the National Guard engaged in active duty, training or military aid to enforce the law. Any employee who desires leave absence without pay for the purpose of completing basic training for the National Guard will be entitled to four (4) months leave of absence without pay. This shall not affect employee's seniority.

EMPLOYEE BENEFITS

8.1 BENEFITS

The FHA provides a comprehensive package of health and welfare benefit plans. Coverage begins _____ and is available to all employees who work more than _____ hours per week. The FHA reserves the right to change or terminate these benefits at any time and for any reason. Further information can be found in the plan documents and _____.

UNION CONTRACT: Health and Welfare:

It is agreed that should any changes occur in the statutes affecting health and welfare plans, this agreement will be immediately reopened for negotiations on this subject, and this subject only. Upon expiration of any contracts presently in effect, and all future contracts between insurance carriers and the employer, dealing with medical coverage, the Union will be consulted on any negotiations dealing with coverage that affects its members.

8.2 COBRA

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health and dental insurance coverage under the Authority's plans when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage at the Authority's group rates plus an administration fee.

8.3 UNION CONTRACT: RETIREMENT

All permanent employees of the Falmouth Housing Authority are required to participate in the Town of Falmouth Retirement System, or the alternative Deferred Compensation Plan (OBRA) as required.

8.4 TRAVEL REIMBURSEMENT

Necessary Travel

Travel should be restricted to necessary activities only. Travel that is necessary and critical for Falmouth Housing Authority staff, commissioners, and tenants should provide a public benefit. This means the benefit of the information gathered, face-to-face contact, or skills developed is

greater than the costs incurred during travel. Permissible travel is restricted to training, professional development, professional conferences, as well as specific work-related activities.

Authorization to Travel

Authorization to travel must be approved in advance by the Executive Director, unless unforeseen circumstances require unexpected but necessary travel – then approval should be requested as soon as possible. Commissioners, employees, and tenants of the Authority may undertake, and shall be reimbursed for, official travel. Expenses of travel to conventions, conferences, workshops, etc., shall be considered at the determination of the Executive Director only when such travel is essential to the conduct of the Authority's programs. The determination of the Executive Director shall be undertaken only after the Board of Commissioners has authorized travel expenditures within the Authority's operating budgets.

Travel Expenses

All actual expenses are subject to budgetary limitations and shall be recorded, supported by receipted bills, signed by the traveler, and approved by the Executive Director prior to reimbursement. Costs of taxi fares, tolls, and other travel related expenses incidental to the traveler's performance of official business shall be considered reimbursable items of expense. Entertainment and incidental food and beverage costs are not reimbursable.

Meals

When travel or attendance at a meeting, conference, workshop, or other official travel occurs at mealtimes, an employee will be eligible for direct payment by the Authority or reimbursement for the reasonable cost of meals. Detailed receipt must be submitted to the Executive Director for reimbursement.

Lodging

An employee attending conferences, workshops, etc. that requires him/her to be absent from home for more than twenty-four (24) hours, will be paid for by the Authority in advance or reimbursed.

Mileage reimbursement

Employees who are required to drive their personal vehicles to other locations may request reimbursement of mileage expense by submitting a mileage expense report indicating the destination started and ended and the number of miles traveled. Said report will be reviewed and approved by the Executive Director and a check will be issued at the rate of 45 cents/mile.

Travel Stipend

The Executive Director may, upon approval by the Board of Commissioners, enter into a contract or agreement to receive a travel stipend in place of mileage reimbursement.

Required Documentation and Approval

All charges and reimbursements must be verifiable, receipts must be clear, meals must be listed individually and the date, time and location of the meal must be noted. Costs incurred for liquor will not be reimbursed.

Complying with Travel Policy

Employees who violate office travel policies will be held directly responsible for their actions. Consequences of disregarding the Authority's travel regulations may include revocation of travel privileges, reparation payments, suspension or termination. Improper documentation of valid travel expenditures may result in similar consequences. Misrepresenting expenses and intentionally submitting false claims is fraudulent and could result in criminal penalties. Business associates, vendors, or family members accompanying an employee traveling for business purposes are not eligible for travel reimbursements costs. If an employee is required to lodge while traveling, reimbursement should cover only the employee's cost of lodging and shall not extend to any family members or other travel companions.

UNION CONTRACT: Travel: See attached travel policy. Employees will receive a minimum of thirty-five dollars per day for food expenses upon proof of receipt.

8.5 UNION CONTRACT: TRAINING

All employees are encouraged to improve their skills or acquire new skills and knowledge, in a job related field, necessary for the performance of their normal duties. The Falmouth Housing Authority will reimburse employees for all or part of the cost of tuition paid by them for courses of instruction provided approval for taking the course has been granted by the Executive Director and an agreement on the cost and reimbursement amount has been made between the employee and the Executive Director.

Employees agree to reimburse the Authority for all course costs and compensation received while at school if they leave the employ of the Authority within one year of completing the course.

Employees desiring to qualify under the reimbursement policy must submit their request for approval in writing to the Executive Director prior to enrollment in the course.

Reimbursement will be made for a passing grade including books and materials required, registration fees, and tuition expenses, etc., subject to total employee requests, fund availability, and previous course funding for an individual employee.

This article is subject to budgetary limitations.

The Falmouth Housing Authority will make available mandatory trainings necessary for the performance of staff's normal job duties. Trainings with a testing/certification component must be

completed with a passing grade. Opportunities for taking the course again and/or retesting will be offered at the Housing Authority's expense within twelve (12) months of receiving a non-passing grade. A third opportunity for testing will be offered, at the employer's expense, should the employee not pass the second exam. Termination of employment may result within eighteen (18) months should the employee continue to not pass or participate in mandatory trainings or not maintain required certifications. For certifications, refresher exams and testing will be paid by the housing authority.

Union Contract: Specialized Licenses

Any special license fee(s) shall, subject to prior approval by the Executive Director, be reimbursed provided the employee allows the employer to utilize said license in the course of business (i.e. a Construction Supervisor licensed employee will pull building permits). In addition, class time necessary for maintenance of the license shall be considered work time, subject to prior approval of the Executive Director. Efforts shall be made to avoid class time creating an overtime situation for the employee. If an employee refuses use of special licenses the employer may deny payment of the fee(s) or consideration of class time as work time.

8.6 UNION CONTRACT: CLOTHING ALLOWANCE

Clothing allowance of five (\$500.00) hundred dollars per fiscal year will be allocated to each full time Maintenance employee. Said funds are to be use for the purchase of work boots, foot-related gear, foul weather gear, long and short sleeve shirts and sweatshirts. All clothing and work boots purchased must be OSHA compliant where applicable. Employees must submit receipts for reimbursement. Foul weather gear clothing purchased by the FHA shall remain in the Maintenance shop when not in use.

Part-time employees will receive pro-rated allowance for clothing.

Maintenance Employees will be provided with a picture ID by the housing authority.

RECEIPT AND COMPLIANCE ACKNOWLEDGEMENT

My signature below acknowledges that:

- I have read, understand, and will comply with the Authority's Employee Handbook. I agree to follow all rules and policies contained with those documents and any additional rules or expectations that apply to my job/position.
- I understand it is my responsibility to know and understand the content of this Handbook, and the policies contained and referenced within it.
- I understand that the Employee Handbook only represents current policies, practices and benefits and that it does not create a contract of employment. I also understand that the FHA retains the right to change policies, benefits and practices from time to time as it deems necessary.
- I further understand that I have the right to terminate my employment at-will at any time, without notice, and for any reason and that the FHA has the same right.

I acknowledge that I am responsible for keeping myself up-to-date on changes to this document through the electronic communication channels available to me, viewing FHA notices posted for employee viewing on the employee bulletin board, or by speaking with the Executive Director. I understand that this document and any future updates or amendment is available from the Executive Director and/or can be accessed through the Authority's Intranet.

Employee's Signature

Date

Note: The original signed Acknowledgement will be placed in your personal file.

APPENDIX A – ADA OPEN DOOR POLICY

Purpose

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that mandate that employers with 15 or more employees may not discriminate against applicants and individuals with disabilities and, when needed, must provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the FHA to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the FHA policy that qualified individuals with disabilities will not be discriminated against with regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Procedures

When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he/she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

The FHA is committed to complying with all applicable provisions of the Americans with Disabilities Act (“ADA”). It is the Authority’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, the FHA will provide reasonable accommodations to any qualified individual with a disability, as defined by the ADA, who has made the FHA aware of his/her disability, provided that such accommodation does not impose an undue hardship on the FHA or cause a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation.

Employees with a disability who believe they require a reasonable accommodation to perform the essential functions of their job should contact the Executive Director. The FHA encourages individuals with disabilities to come forward and request reasonable accommodations.

Procedure for Requesting an Accommodation

Upon receipt of an accommodation request, the Executive Director and your supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the FHA might make to help overcome those limitations.

This may include documentation or communication with your healthcare provider to determine the nature of the disability and necessary accommodations.

The FHA will determine the feasibility of the requested accommodation considering various factors, including but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the Authority's overall financial resources and organization, and the accommodation's impact on the operation of the Authority, including its impact on the ability of other employees to perform their duties and on the Authority's ability to conduct business.

The FHA will inform the employee of its decision regarding accommodations within a reasonable period of time. The ADA does not require the FHA to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (e.g., eyeglasses, hearing aids, wheelchairs, etc.).

An employee or job applicant who has questions regarding this policy or believes that he/she has been discriminated against based on such an ADA recognized disability should notify the Executive Director. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

All employees are required to comply with the Authority's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the FHA ADA policy.

The Executive Director is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

Genetic Information Nondiscrimination Act of 2008 (GINA)

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law.

"Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or individual's family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or individual's family member receiving assistive reproductive services. In the event that an employee provides medical documentation including this information or the employer otherwise inadvertently acquires this information, it will be immediately disregarded.

Complaint Policy

This Policy is established to meet the requirements of the Americans with Disabilities Act. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in employment practices and policies or the provision of services, activities, programs, or benefits by the Authority.

Any employee wishing to file a complaint alleging discrimination due to an ADA protected disability, should do so in writing and contain information about the alleged discrimination such as name, address, telephone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the person affected and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to the Executive Director. Within 15 calendar days after receipt of the complaint, the Executive Director will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Executive Director will respond in writing and, where appropriate, in a format accessible to the complainant, such as large print, Braille, or audiotape. The response will explain the position of the FHA and offer options for substantive resolution of the complaint.

APPENDIX B – PROHIBITION AGAINST HARASSMENT, DISCRIMINATION, ABUSE AND BULLYING BEHAVIOR

Policy Statement

The FHA is committed in all areas to providing a work environment that is free from harassment. Harassment based upon an individual's race, color, creed, national origin, age (40 or older or as defined by state, federal or local law), religion, disability status, gender, sex (including pregnancy), sexual orientation, gender identity, genetic information, veteran or military status or any other legally protected characteristics will not be tolerated. All employees are expected and required to abide by this policy. The FHA will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, the FHA will seek to prevent, correct and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee, including a supervisor or other management employee, who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension or termination of employment.

Supervisor's Accountabilities

It is the responsibility of all managers and supervisors to demonstrate their awareness of actions, which constitute discrimination, harassment, abusive behavior, bullying, cyberbullying, and to support the position that discrimination, harassment, abusive behavior, bullying and cyberbullying will not be tolerated. Managers and supervisors are charged with both the responsibility of promoting a work environment free from such actions and taking immediate action when an issue addressed in this Policy is suspected or identified.

Prohibited Conduct

The following behaviors are prohibited under this Policy:

1. Discrimination;
2. Discriminatory Harassment (Sexual Harassment is addressed as a separate policy);
3. Abuse;
4. Bullying;
5. Cyberbullying; and
6. Retaliation against those reporting such defined behaviors.

The Authority, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

Discrimination

It is a violation of the Authority's policy to discriminate in the provision of employment opportunities including hiring and firing, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, creed, national origin, age (40 or older or as defined by state, federal or local law), religion, disability status, gender, sex (including pregnancy), sexual orientation, gender identity, genetic information, veteran or military status or any other status protected by law.

Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

The FHA is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of race, color, creed, national origin, age (40 or older or as defined by state, federal or local law), religion, disability status, gender, sex (including pregnancy), sexual orientation, gender identity, genetic information, veteran or military status or any other protected category under applicable state, federal, or local law.

Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

Discriminatory Harassment

Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), and the Americans with Disabilities Act of 1990 (ADA).

Harassment as defined in this policy, is unwelcome conduct that is based on a person's race, color, creed, national origin, age (40 or older or as defined by state, federal or local law), religion, disability status, gender, sex (including pregnancy), sexual orientation, gender identity, genetic information, veteran or military status or other legal protected status that creates a work environment that a reasonable person would find intimidating, hostile, or offensive.

Offensive conduct may include but is not limited to:

1. Offensive jokes, slurs, epithets or name calling;
2. Uninvited physical contact, including physical assaults or threats;
3. Intimidation, ridicule or mockery, insults or put-downs;
4. Offensive objects or pictures, and
5. Interference with work performance.

6. Verbal harassment includes comments that are offensive or unwelcome regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
7. Non-verbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital or other protected status.

Discriminatory Harassment can occur in a variety of circumstances, including but not limited to, the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
2. The victim does not have to be the person harassed but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.

No employee shall be subjected or required to endure Discriminatory Harassment as a condition of continued employment at the Authority. Discriminatory Harassment in violation of this policy will be subject to disciplinary measures up to and including termination.

Abusive Behavior

Abusive behavior includes but is not limited to:

1. Any act of physical violence;
2. Any direct, implied or veiled threat, made seriously or in jest;
3. Any type of abusive language or behavior which interferes with the work effectiveness of employees;
4. Any unwarranted exertion of force or power;
5. Any unjust use of one's position or seniority to exert control over another person; and
6. Any act of coercion or intimidation, whether intentional or unintentional.

Abusive Behavior in violation of this policy will be subject to disciplinary measures up to and including termination.

Bullying

"Bullying" includes but is not limited to, a written, oral or electronic expression or a physical act or gesture or any combination thereof directed at an employee or employees that has or a reasonable person would expect it to have, the effect of:

1. Physically harming an employee, damaging an employee's property; or
2. Placing an employee in reasonable fear of physical harm or damage to the employee's property;
3. Interferes with the rights of an employee by:
 - a. Creating an intimidating or hostile work environment for the employee;

- b. Interfering with the employee's work performance or ability to participate in or benefit from the services, activities or privileges provided by the Authority; or
- c. Is based on an employee's actual or perceived race, color, creed, national origin, age (40 or older or as defined by state, federal or local law), religion, disability status, gender, sex (including pregnancy), sexual orientation, gender identity, genetic information, veteran or military status, or any other distinguishing characteristic, or is based on an employee's association with a person with one or more of these actual or perceived characteristics, and that has the effect described in subparagraph (1) and (2) above. (These behaviors might also meet the criteria for Discriminatory Harassment or Discrimination as defined in this Policy or Sexual Harassment as defined in the Authority's Sexual Harassment Policy.

Examples of conduct that may constitute bullying include but are not limited to:

1. Repeated or pervasive taunting, name-calling, belittling, mocking, put-downs, or demeaning humor;
2. Behavior that is intended to harm someone by damaging or manipulating his/her relationships with others, including but not limited to gossip, spreading rumors, and social exclusion;
3. Non-verbal threats and/or intimidations such as use of aggressive, menacing, or disrespectful gestures;
4. Threats of harm to an employee, to his/her possessions, or to other individuals, whether transmitted verbally or in writing;
5. Blackmail, extortion, demands for protection money, or involuntary loans or donations;
6. Blocking access to FHA property or facilities;
7. Stealing or hiding possessions;
8. Stalking; and
9. Physical contact or injury to another person or his/her property.

Bullying in violation of this policy will be subject to disciplinary measures up to and including termination.

Cyberbullying

"Cyberbullying" means bullying through the use of technology or any electronic communication, including but not limited to, a transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted by the use of any electronic device, including but not limited to, a computer, telephone, cellular telephone, text messaging device and personal digital assistant.

Examples of conduct that may constitute cyberbullying include but are not limited to:

1. Posting slurs or rumors or displaying any defamatory, inaccurate, disparaging, violent, abusive, profane, or sexually oriented material about an employee on a website, blog or other online application;

2. Posting misleading or fake photographs or digital video footage of an employee on websites or creating fake websites or social networking profiles in the guise of posing as the target;
3. Impersonating or representing another employee through use of that other employee's electronic device or account to send email, text messages, instant messages (IM), or phone calls;
4. Sending email, text messages, IM, or leaving voicemail messages that are harassing or threatening, or so numerous as to bombard the target's email account, IM account, or cellphone; and
5. Using a camera phone or digital video camera to take and/or send embarrassing or "sexting" photographs of other employees.

Cyberbullying in violation of this policy will be subject to disciplinary measures up to and including termination.

Anti-Retaliation Policy

It is the policy of the FHA that no negative employment action will be taken against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under state or federal laws; or opposing employment practices that the employee reasonably believes discriminate against individuals, in violation of state and federal laws. No hardship, loss, benefit or penalty may be imposed on an employee in response to:

1. Filing or responding to a bona fide complaint of discrimination, harassment, abuse or bullying;
2. Appearing as a witness in the investigation of a complaint; or
3. Serving as an investigator of a complaint.

Retaliation or attempted retaliation in response to lodging a complaint or invoking the complaint process is a violation of this policy. Any person who is found to have violated this aspect of the policy will be subject to sanctions up to and including termination of employment.

Frivolous Claims

The FHA has the right to take appropriate disciplinary actions against an employee who makes a false or bad faith claim of sexual harassment. In addition, to the extent that any willfully false claim constitutes resistance to or interference with the work of the Massachusetts Commission Against Discrimination, the person filing such a complaint may be subject to civil and/or criminal penalties.

Complaint Procedure and Investigation

The FHA will handle all complaints under this policy swiftly and confidentially to the extent possible in light of the need to take appropriate corrective action. Lodging a complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. Because of the damaging nature of discrimination, harassment, abuse, and bullying of all

forms to the victims and to the entire workforce, aggrieved employees are strongly urged to use this procedure.

During the complaint process, the confidentiality of the information received, the privacy of the individuals involved and the wishes of the complaining person will be protected to as great a degree as is possible. The expressed wishes of the complaining person for confidentiality will be considered in the context of the Authority's obligation to act on the charge.

Any employee who wishes to report a possible incident of unlawful harassment or discrimination or abusive behavior, bullying or cyberbullying in violation of this policy, may do so in one of several ways. He/she may informally or formally report the violation to his/her immediate supervisor. All employees in a supervisory role at the FHA must take seriously and report to The Executive Director any potential violation of this policy no matter how "offhand" or informal the report of discrimination, harassment, abusive behavior, bullying or cyberbullying may be.

In the event that the employee's supervisor is unavailable, or the employee believes it would be inappropriate to contact that person, he/she should promptly report the matter to the supervisor's manager or the Executive Director pursuant to the Procedure for Complaints outlined below.

The FHA will conduct a prompt investigation as confidentially as possible under the circumstances. Employees who raise concerns and make reports in good faith can do so without fear of reprisal. All employees of the FHA have an affirmative duty to report any violation of this Policy that he/she has either suffered or observed. In order to help ensure a discrimination, harassment, abuse, bullying and cyberbullying-free environment, the FHA asks that all complaints concerning violation of this policy be reported within 90 days so that a rapid response and remediation may occur. All employees have an obligation to cooperate with The FHA in enforcing this policy and investigating and remedying complaints.

While this policy sets forth our intent to provide a safe workplace free of discrimination, harassment, abuse, bullying and cyberbullying, the policy is not intended to limit management's authority to discipline or take remedial action for conduct, which we deem unacceptable, regardless of whether that conduct satisfies the legal definition of any of these acts.

Procedure for Complaints under this Policy

1. Any employee who feels that he/she is the subject of discrimination, harassment, abusive behavior, bullying, or cyberbullying or has witnessed such activity should immediately report the incident, verbally or in writing, to the Executive Director whenever possible. Formal or informal reports may also be made to the employee's immediate supervisor, or the immediate supervisor's manager. All supervisory

employees are required to report any complaints of discrimination, harassment, abusive behavior, bullying or cyberbullying to The Executive Director.

2. The Executive Director shall immediately and thoroughly investigate all complaints of discrimination, harassment, abusive behavior, bullying, or cyberbullying. The investigation may be performed internally or by an impartial third party from outside the Authority. In either case it will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances, and in a manner consistent with a fair and full investigation.
3. Because we consider discrimination, harassment, abusive behavior, bullying, and cyberbullying to be serious matters, if it is determined that inappropriate conduct has been committed by one of our employees, we will act promptly to eliminate the offensive conduct and initiate disciplinary action where it is appropriate. Such action may range from counseling to termination of employment.
4. In addition to filing a complaint with the Executive Director, employees who believe they have been subjected to discrimination, harassment, abusive behavior, bullying, or cyberbullying may file a formal complaint with appropriate state and federal government agencies. For the employee's convenience, agencies are listed below. However, the list included may not be exhaustive, and the employee should conduct his/her own research with regard to filing a formal complaint with appropriate state and federal government agencies. Using the Authority's complaint process does not prohibit employees from filing a complaint with applicable agencies. Each agency has a short period for filing a claim. For your reference, time limits for filing complaints are included below, and to the best of the Authority's knowledge these deadlines are accurate; however, employees are encouraged to conduct their own research to ensure that they do not miss a filing deadline.
5. This policy will be provided to all new employees when they are hired. Additionally, a copy of this policy is available from the Executive Director at all times. Employees are encouraged to review this Policy annually.

We trust that all managers, supervisory personnel and employees will continue to act responsibly to establish a pleasant working environment free of harassment and discrimination of any type.

STATE AND FEDERAL AGENCY ADDRESSES:

TIME PERIOD FOR FILING A CLAIM:

**The United States Equal Employment
Opportunity Commission (EEOC)**
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
(800) 669-4000

300 DAYS

**Massachusetts Commission Against
Discrimination (MCAD)**

300 DAYS

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

**Massachusetts Commission Against
Discrimination (MCAD) 300 DAYS**
436 Dwight Street, Second Floor, Room 220
Springfield, MA 01103
(413) 739-2145

**Massachusetts Commission Against
Discrimination (MCAD) 300 DAYS**
Worcester City Hall
455 Main Street, Room 100
Worcester, MA 06108
(508) 799-8010

**Massachusetts Commission Against
Discrimination (MCAD) 300 DAYS**
New Bedford Office
800 Purchase St., Room 501
New Bedford, MA 02740
(508) 990-2390

If you have any questions regarding the Authority's policy against discrimination, harassment, abusive behavior, bullying and cyberbullying or wish to report an incident, contact The Executive Director immediately.

APPENDIX C – POLICY PROHIBITING SEXUAL HARASSMENT IN OUR WORKPLACE

The FHA expects all employees to conduct themselves in a professional manner and to always treat co-workers, clients, customers, and business associates with respect. Harassment of any type undermines the victim's sense of personal dignity as well as our focus on teamwork.

Sexual harassment of employees occurring in the workplace or in other settings in which employees find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who complains about sexual harassment or cooperates with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct should be handled, if encountered by employees.

This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, paying, granting benefits and training.

Definition

Sexual harassment is a form of illegal sexual discrimination that includes unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. This definition encompasses many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

Sexually harassing behavior includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal, visual or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

1. Is made explicitly or implicitly;
2. Is made an explicit or implicit condition of employment;
3. Is used as the basis for employment decisions;
4. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
5. Has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as a favorable review, pay increase, promotion, training, increased benefits, favorable hours or threats concerning continued employment constitutes sexual harassment. In addition, any unwelcome sexually oriented conduct, intended or not, that has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all of the additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment depending upon the circumstances, including the severity of the conduct and its pervasiveness:

1. Offering employment benefits in exchange for sexual favors;
2. Sexual advances or propositions, whether or not they involve physical contact;
3. Making or threatening reprisals after a negative response to sexual advances;
4. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
5. Leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
6. Inquiries into one's sexual experiences;
7. Discussion of one's sexual activities;
8. Repeated sexual flirtations, advances or propositions;
9. Verbal abuse of a sexual nature, making or using derogatory comments, epithets, slurs, jokes, sexually related comments, graphic or degrading comments about an employee's appearance, sexually degrading words used to describe an individual, suggestive or obscene notes, emails, letters or invitations;
10. Displaying sexually suggestive objects or pictures including cartoons, posters and vulgar email messages; and/or
11. Any uninvited physical contact or touching, such as patting, pinching, assault, blocking movements or repeated brushing against another's body.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff employees, between staff employees, or directed at employees by non-employees conducting business with the Authority, regardless of gender.

Harassment by Non-Employees

The FHA will also endeavor to protect employees, to the extent possible, from reported harassment by non-employees in the workplace, including customers, clients and suppliers.

Electronic Harassment

All harassment (electronic or otherwise) based on sex is prohibited, and this policy and the definition contained within it apply equally to any harassment that takes place via electronic means. Using electronic communication, including but not limited to, sending sexually suggestive/explicit messages and pictures via email, text messages, and other social networking sites is strictly prohibited, regardless of whether the messages are sent during or outside of working time, inside or outside of the office. Dissemination of sexually explicit voicemail, email, graphics, downloaded material or websites in the workplace is specifically prohibited.

Non-Retaliation Policy

Any employee who files a complaint of harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint. Additionally, the FHA will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of a complaint. Employees at all levels of the FHA should understand the importance of reporting complaints of harassment, and communicating those complaints to the appropriate level of management. It is the practice of the FHA to protect complainants and witnesses from any retaliation from any source as a result of initiating or supporting a sexual harassment allegation. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

Frivolous Claims

The FHA has the right to take appropriate disciplinary actions against an employee who makes a false or bad faith claim of sexual harassment. In addition, to the extent that any willfully false claim constitutes resistance to or interference with the work of the Massachusetts Commission Against Discrimination, the person filing such a complaint may be subject to civil and/or criminal penalties.

Consensual Romantic or Sexual Relationships

The FHA strongly discourages romantic or sexual relationships between a manager or other supervisory employee and his/her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others or, at a later date, by the staff member him or herself as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department, or other actions may be taken at the discretion of the Authority.

If any supervisory employee of the FHA enters into a consensual relationship that is romantic or sexual in nature with a member of his/her staff (an employee who reports directly or indirectly to him or her), or another subordinate member of the same department, the parties must notify the Executive Director. Because of potential issues regarding quid pro quo harassment, the FHA has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties who do not supervise or otherwise manage responsibilities over the other.

Once the relationship is made known to the Authority, the FHA will review the situation in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another

job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. In all other situations, the FHA will make the determination based on what will be least disruptive to the organization as a whole. If it is determined that one or both parties must be moved but no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

Procedure for Complaints of Sexual Harassment

1. Any employee who feels that he/she is the subject of sexual harassment or has witnessed sexual harassment should immediately report the incident, verbally or in writing, to the Executive Director whenever possible. Formal or informal reports may also be made to the employee's supervisor. All supervisory employees are required to report any complaints of sexual harassment to the Executive Director.
2. The Executive Director shall immediately and thoroughly investigate all complaints of sexual harassment. The investigation may be performed internally or by an impartial third party from outside the Authority. In either case it will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances, and in a manner consistent with a fair and full investigation.
3. Because we consider sexual harassment to be a serious matter, if it is determined that inappropriate conduct has been committed by one of our employees, we will act promptly to eliminate the offensive conduct and initiate disciplinary action where it is appropriate. Such action may range from counseling to termination of employment.
4. In addition to filing a complaint with the Executive Director, employees who believe they have been subjected to sexual harassment may file a formal complaint with appropriate state and federal government agencies listed below. Using the Authority's complaint process does not prohibit employees from filing a complaint with these agencies. Each agency has a short period for filing a claim, and time limits for filing complaints are included below. Employees must exhaust their administrative remedies prior to filing a civil action.
5. This policy shall be distributed to each employee annually. This policy will also be provided to all new employees when they are hired. Additionally, a copy of this policy shall be available from the Executive Director at all times.

We trust that all managers, supervisory personnel and employees will continue to act responsibly to establish a pleasant working environment free of sexual harassment and discrimination of any type.

Investigation

The FHA will conduct a prompt investigation as confidentially as possible under the circumstances. Employees who raise concerns and make reports in good faith can do so without fear of reprisal.

All employees of the FHA have an affirmative duty to report any harassment that he/she has either suffered or observed. In order to help ensure a harassment-free environment, the FHA

asks that all complaints of sexual harassment be reported within 90 days, so that a rapid response and remediation may occur. All employees have an obligation to cooperate with the FHA in enforcing this policy and investigating and remedying complaints.

While this policy sets forth our intent to provide a safe workplace free of sexual harassment, the policy is not intended to limit management’s authority to discipline or take remedial action for conduct, which we deem unacceptable, regardless of whether that conduct satisfies the legal definition of sexual harassment.

STATE AND FEDERAL AGENCY ADDRESSES: TIME PERIOD FOR FILING A CLAIM:

**The United States Equal Employment
Opportunity Commission (EEOC)** **300 DAYS**
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
(800) 669-4000

**Massachusetts Commission Against
Discrimination (MCAD)** **300 DAYS**
One Ashburton Place, Room 601
Boston, MA 02108
(617) 727-3990

**Massachusetts Commission Against
Discrimination (MCAD)** **300 DAYS**
436 Dwight Street, Second Floor, Room 220
Springfield, MA 01103
(413) 739-2145

**Massachusetts Commission Against
Discrimination (MCAD)** **300 DAYS**
Worcester City Hall
455 Main Street, Room 100
Worcester, MA 06108
(508) 799-8010

**Massachusetts Commission Against
Discrimination (MCAD)** **300 DAYS**
New Bedford Office
800 Purchase St., Room 501
New Bedford, MA 02740
(508) 990-2390

If you have any questions regarding the Authority's policy against harassment or wish to report an incident, contact the Executive Director immediately.

APPENDIX D – BREASTFEEDING ACCOMMODATION POLICY

As part of our family-friendly policies and benefits, FHA supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her infant.

When the Authority is made aware that an employee is breastfeeding, it will engage with the employee to determine appropriate accommodations that will allow the employee to express breastmilk for her baby, and continue to perform the essential functions of her job.

Process for Requesting Accommodation

1. Pregnant and lactating employees should notify the Executive as early as possible to arrange for appropriate accommodations.
2. Upon request for an accommodation, the Authority will communicate with the employee in order to determine a reasonable accommodation to enable the employee to express breastmilk.
3. A reasonable accommodation is a modification or adjustment that allows the employee or job applicant to perform the essential functions of the job. However, it is important to note that an accommodation that imposes an undue hardship on the Authority will not be considered reasonable. “Undue hardship” means that providing the accommodation would cause the employer significant difficulty or expense.
4. As part of the communication with the employee, the Authority may require an employee to provide documentation from an appropriate healthcare or rehabilitation professional with regard to certain requests for accommodation but will not require documentation for the following accommodations: (1) more frequent restroom, food, or water breaks; (2) seating; and (3) limits on lifting over 20 pounds.
5. When presented with a request for accommodation, the Authority will engage in a timely, good faith and interactive process to determine effective reasonable accommodations to enable the employee to perform the essential functions of the employee’s job.

Sample Accommodations

Breaks

Any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby, as required by state and federal law. Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record. Where applicable, the break time should coincide with the employee’s paid break or meal time.

Space

The Authority will make a reasonable effort to provide employees with a room or other locations in which to express milk. This space must not be a bathroom and will be private and – where possible – will be in close proximity to the employee’s work area. Ideally, the space will have a door that locks. If this is not possible, a room can be made private by placing a message on the door that the room is in use, drawing blinds or curtains, covering windows without curtains, or setting up a portable partition.

The space should be clean and equipped with an electrical outlet, and contain seating and a table or other flat surface to hold a breast pump. It should also be located near a sink with running water for hand washing and cleaning of equipment.

For non-traditional worksites, the department and supervisor will work with the employee to create a mutually acceptable solution.

Storage

The Authority will allow employees to use existing refrigerators to store breastmilk. However, employees are responsible for making sure breastmilk is appropriately labeled. Additionally, the Authority will not be responsible for any problems with milk resulting from temperature fluctuations or improper refrigeration.

Additional Accommodation

Absent undue hardship to the Authority, the Authority will provide additional reasonable accommodations as required by state law.

End of Accommodation

The Authority will, absent undue hardship, reinstate the employee to the original employment status or to an equivalent position with equivalent pay or accumulated seniority and benefits when the need for reasonable accommodation ceases.

Notification

A copy of this policy will be disseminated to every incoming and current employee with the employee handbook; and will be provided to employees prior to their maternity leave.

Retaliation

Breastfeeding will not constitute a source of discrimination in employment or in access to employment. It is prohibited under this policy to harass a breastfeeding employee or exercise any conduct that creates an intimidating, hostile or offensive working environment. No employee may be retaliated against for requesting breastfeeding accommodation. Any incident of harassment of a breastfeeding employee will be addressed in accordance with policies and procedures for discrimination and harassment.

APPENDIX E – EMPLOYEE HEALTH AND SAFETY POLICY

The FHA has a continuing concern for the health and safety of every employee. The FHA has a safety and health program which is intended to identify and provide the necessary resources for providing a safe workplace and to locate and correct the conditions responsible for past and potential accidents. Responsibility for the control of accidents belongs to each employee. As part of its safety and health program, the FHA has in place an active Safety Committee. The FHA encourages all employees to contact any member of this Committee if they have a concern, question, or observation regarding safety.

An employee must not perform any task he/she feels could cause injury or harm to self or co-workers, such as lifting heavy objects or climbing unstable ladders. All employees must cooperate with any request by their supervisor or a Safety Committee representative to discontinue or modify any task determined to be unsafe to the employee or co-workers. To keep the work environment safe, please follow basic safety rules and keep work areas, floors and walkways clean and free of obstructions. Unsafe conditions should be reported to The Executive Director as soon as possible.

If you observe or are involved in an accident in which an employee, customer or visitor is injured, report the incident to The Executive Director immediately, regardless of how minor the accident may seem. You must report any incident before the end of your regular work day on the day of the occurrence. Violation of any safety policy or guideline is grounds for disciplinary action, up to and including immediate dismissal.

The Occupational Safety and Health Act of 1970 is a law that requires employers to provide a safe place of employment free from recognized hazards that could cause death, serious injury, or harm to employees. It also states that employees must comply with all standards, rules, regulations and orders issued pursuant to the Act by the employer. Safety is everyone's responsibility!

The Authority's safety policy complies with all standards issued by the Occupational Safety and Health Administration, a branch of the United States Department of Labor, which oversees the enforcement and ongoing modification of OSHA standards. The safety policy is also designed to protect YOU, the worker, from injury, illness and death.

The FHA is willing to provide you the safest environment possible in which to work. Please do your part by cooperating with our efforts. This Health and Safety Protection Plan provides you with the information you need to understand and comply with the Authority's safety policy. This plan supplements the safety policies and procedures found in the Personnel Policies and Practices Guide.

Management Leadership and Employee Involvement

Management will commit the necessary resources to insure that all persons on the worksite are protected from injury and illness hazards. In addition, management will visibly lead in design, implement and continuous improvement of the Authority's safety and health activities; and insure that all employees know, understand and support this program. Management, with input from employees, will develop an annual safety and health goal with objectives and action plans to reach that goal. At the end of each year, all management, within input from employees, will evaluate progress in accomplishing the action plans, achieving objectives and meeting the annual goal. This evaluation will produce a written report that includes next year's goals, objectives and action plans, including any remaining action needed to accomplish the current year's goal.

Management will insure that employees, including themselves, have clearly written safety and health responsibilities. All employees will receive performance evaluations that include a written evaluation of the accomplishments of assigned safety and health responsibilities.

Management will insure that all visitors, including contract and temporary labor, co-op students, interns, vendors and sales representatives, have knowledge of site hazardous applicable to them and know how to protect themselves against those hazards, including emergency alarms and procedures. Management will also insure that these visitors do not introduce to the site hazards that can be prevented or that are not properly controlled.

Management will insure an appropriate level of employee involvement and safety and health problem solving, including serving on committees and ad hoc problem solving groups, acting as safety observers, assisting and training other employees, analyzing hazards inherent at work and planning activities to heighten safety and health awareness.

Worksite Analysis

Management may hire outside consultants as necessary to conduct baseline surveys that identify safety and health hazards at the worksite. All hazards found during these surveys will be eliminated whenever possible or controlled. All employees who may encounter the control hazards are trained in appropriate job procedures to follow to protect themselves from these hazards.

Management will establish change procedures to follow whenever the site experiences changes in equipment, material or processes. To insure employee protection, these change procedures will include consideration of safety and health and the selection of the change, equipment and process shutdown procedures, startup procedures and hazard analysis.

Management employees will work together to analyze safety and health hazards and to find means to eliminate those hazards whenever possible or otherwise to protect persons against those hazards.

Employees will be trained to recognize hazards and to report any hazards they find to the appropriate person so that the hazard can be corrected as soon as possible. In addition to taking immediate action to report a hazard orally or to provide interim protection, if necessary, employees may submit a safety work order to management. Safety suggestions will be considered each week during the site inspection by the site inspection team. Management, with input from employees, will organize monthly site inspection team meetings.

All accidents will be investigated by the trained team selected each year by Management. The team will consist of two managers or supervisors and two employees, each of whom has received training in accident investigation. The accident investigation team will recommend corrective action.

Hazard Prevention and Control

Management will insure that:

- Hazards will be eliminated when economically feasible;
- Barriers will protect persons from the hazard; and
- Exposure to hazards will be controlled through administrative procedures.

Management will insure that all machinery is cared for properly so that the environment remains safe and healthy. All employees will be held accountable for obeying site safety and health rules.

Visitors, including contractors, who violate safety and health rules and procedures will be escorted from the site.

Management, with appropriate outside agencies such as the fire department, the police department and the hospital, will prepare written emergency plans for all potential emergencies, including fire, explosion, accident, severe weather, loss of power and/or water and violence. A total site evacuation drill focusing on one emergency type will be conducted once a year. The drill will be evaluated by the drill planning committee that will consist of two managers and two employees. The committee's written report will be shared with management.

Persons needing emergency care are transported by FHA vehicle or community ambulance to a local hospital. Each shift will have first responders designated and fully trained in cardiac pulmonary resuscitation, first aid and the requirements of OSHA's blood-borne pathogen standards. One of these designated person's safety and health responsibilities will be to insure that first aid kits are stocked and readily accessible in the marked locations throughout the facility.

Management will maintain the proactive occupational health program that provides for occupational health professionals from the local hospital to participate in worksite analysis to find and protect employees against health hazards. This plan will provide initial health screening for each employee, appropriate to the hazards with which each employee will be

working, and for tracking of any health changes in each employee through periodic physical examinations, post-exposure exams and exit exam. Certified industrial hygienists may be retained to conduct periodic air and noise monitoring.

Training

Management believes that employees involved in the Authority's safety and health program can only be successful when everyone on the site receives sufficient training to understand what their safety and health responsibilities and opportunities are and how to fulfill them. All new employees will receive two hours of safety and health orientation before they begin work. Current employees will receive regular training opportunities.

If you notice any unsafe working conditions, report it immediately to your supervisor and the Safety Director/The Executive Director. Please take the time to read and understand this safety policy and make it priority!

Fire Safety and Evacuation

All precautions must be observed to prevent loss of life, health or property due to fire. There will be no smoking in the work place under any condition. Under the Massachusetts Smoke-Free Workplace Law, it is illegal to smoke in a workplace. It is the Authority's policy that all employees evacuate the premises in the event of a fire. Fire extinguishers are located throughout the facilities for insurance purposes only.

The risk of electrical fire exists anywhere electricity is used regardless of what precautions are taken because circuits and equipment can overheat with no warning. Some chemicals in the workplace are potential fire hazards because of their extreme flammability. Later, this handbook will discuss electrical safety as well as the proper handling and storage of hazardous chemicals. For now, be assured that the first step in fire safety is knowing that the possibility of fire always exists. Secondly, you must know exactly what to do in the event of a fire.

1. The supervisor will sound the air horn three times which means to exit the building immediately.
2. KNOW YOUR FIRE EXIT! The time to look for your exit is now, not during a fire emergency.
3. In the event of a fire, notify your supervisor who will immediately call 911.
4. Walk to your exit. If an exit is blocked by fire or smoke, proceed to the nearest alternate exit. If smoke is visible, stay near the floor to prevent inhalation.
5. Supervisors will station themselves in a manner that enables them to ensure that everyone in their area is evacuated.
6. Once evacuated, proceed to designated area to be counted by the supervisor.
7. Once evacuated, first aid will be administered by those who have been trained to do so.
8. NEVER re-enter a burning building to attempt to rescue someone. There is a far greater chance of the rescuer becoming another statistic than of a successful rescue occurring.
9. When the Fire Department arrives, stay clear and allow them to work unhampered.

Emergency Telephone Numbers

Fire, Police, Ambulance.....911

Fire drills will be conducted periodically. It is your duty to know what to do in the event of a fire!

Bomb Threat

If a bomb threat is received, the person receiving the call should remain as calm as possible. Do not upset the caller. Tell the caller you will cooperate. Slowly and deliberately, repeat the threat to the person, "you said there is a bomb in the building?" Ask when it is going to explode, where it is in the building and when it was placed in the building. You may or may not get replies. Write down what he/she says because you will be nervous and forget. At the conclusion of the call, dial *57 to trace the call and then call 911 immediately. Follow their instructions. The building or shop will be evacuated immediately. Most bomb threats are hoaxes but, as always, it is better to be safe than sorry!

Disaster Preparedness

- **Hurricanes** are possible. Follow management's instruction which would be obtained from local authorities if a hurricane or flooding is predicted.
- **Winter storms** Management will decide when travel is unsafe for employees.

Good Housekeeping

According to the National Safety Council, falls are the number two cause of accidental death next to traffic accidents. More often, falls results in serious injury and a seemingly minor fall can have long term adverse effects. Obviously, falls are usually caused by people tripping over an object that is in their way rather than in its place. Every employee is expected to abide by good housekeeping standards. Failing to do so will constitute a safety violation.

Employees should identify all potential tripping and fall hazards before work starts. Look for fall hazards such as unprotected floor openings/edges, shafts, skylights, stairwells and roof openings/edges. Inspect fall protection equipment for defects before use. Select, wear and use fall protection equipment appropriate for the task. Secure and stabilize all ladders before climbing them. Never stand on the top rung/step of a ladder. Use handrails when you go up or down stairs. Practice good housekeeping. Keep cores, welding leads and air hoses out of the walkways or adjacent work areas.

Mental Awareness

The greatest, most thorough safety program in the world is useless if employees lack awareness. In one form or another, impaired awareness plays a part in every accident. Repetition sometimes dulls awareness and workers begin to believe that because they have performed the same job without an accident, an accident will never happen. **THIS IS WHEN ACCIDENTS DO HAPPEN!!!** Make safety awareness your priority.

Substance Abuse

The Authority's substance abuse policy is detailed in the employee policy book. Everyone knows that substance abuse and safety do not mix. Impaired employees are accidents waiting to happen and everyone's safety is affected by them. DO NOT report to work under the influence of alcohol or drugs. Management has a responsibility to deal severely with employees who violate this policy.

Electrical Safety

The severity of electrical injuries can be quite a shock! Burns, slowed breathing, interrupted heartbeat, internal bleeding and death can result from becoming part of an electrical circuit. Follow these precautions to prevent getting shocked:

Assume that all overhead wires are energized at lethal voltages. Never assume that a wire is safe to touch even if it is down or appears to be insulated.

Never touch a fallen overhead power line. Call the electric utility FHA to report fallen electrical lines.

Stay at least 10 feet (3 meters) away from overhead wires during cleanup and other activities. If working at heights or handling long objects, survey the area before starting work for the presence of overhead wires.

If an overhead wire falls across your vehicle while you are driving, stay inside the vehicle and continue to drive away from the line. If the engine stalls, do not leave your vehicle. Warn people not to touch the vehicle or the wire. Call or ask someone to call the local electric utility FHA and emergency services.

Never operate electrical equipment while you are standing in water.

Never repair electrical cords or equipment unless qualified and authorized.

Have a qualified electrician inspect electrical equipment that has gotten wet before energizing it.

If working in damp locations, inspect electric cores and equipment to ensure that they are in good condition and free of defects and use a ground-fault circuit interrupter (GFCI).

Always use caution when working near electricity.

There are special procedures to follow if a person becomes a victim of electrical shock. Most importantly, DO NOT TOUCH THE PERSON BEING SHOCKED...YOU WILL BECOME PART OF THE CIRCUIT AS WELL! To release the person from the circuit, turn the power off, then notify a qualified first aid caregiver as well as your supervisor and the safety director.

Ergonomics

Ergonomics is the study of man in his work place. More specifically, it deals with the work methods, physical movements and equipment designs that affect cumulative trauma disorders (CTDs). CTDs, or repetitive motion injuries, have grown at an alarming rate and now comprise a great deal of Workers' compensation claims. Carpal tunnel syndrome is an example of a CTD that many workers are familiar with but trauma disorders can affect any area of the body that endures repeated biomechanical stress. The following are some guidelines to enable you to recognize and deal with CTDs.

1. Evaluate your work area. Make sure that your area enables you to use good posture throughout the day. If you have to strain a certain muscle or body part in order to do your job, talk with your supervisor and the safety director to determine what options can be explored in order to correct the problem. Remember, no one knows your situation unless you make it known.
2. Take action early. If you are having cramps, numbness or persistent pain in an isolated area, discuss this with your doctor. Early intervention can spare you unnecessary suffering.
3. Rest your hands and rotate jobs, if possible. Minimizing repetition reduces the chance of the condition worsening.
4. Watch your grip. Use your whole hand to hold and use tools. Try to reduce the force used to do repetitive motion work.
5. Always use good posture. Following this rule at work and at home can literally improve your quality of life and health.
6. When lifting any object (light or heavy) use your leg muscles and bend at the knees rather than at the waist.

Blood borne Pathogens

"Pathogen" means having the ability to produce disease. In the age of AIDS and Hepatitis B, this can be a scary thought. You are not required to come in contact with blood in the normal course of employment. If an accident happens and blood or another bodily fluid is involved (such as saliva), notify the safety director, or another qualified first aid caregiver before providing assistance. Anyone who has been trained in preventing exposure is also qualified to provide assistance where blood or other possibly contaminated fluids are involved.

Risk Assessment

Before any task is performed where there is a risk of exposure to blood or bodily fluids, conduct a risk assessment to evaluate the risk of disease transmission. The risk assessment should take into account the following:

- Time it takes to complete the task;
- Type of body fluids that the worker may come into contact with;
- Presence of microorganisms in the bodily fluids;
- Route of potential exposure to these microorganisms;
- Susceptibility of the worker to these microorganisms; and
- Environment in which the task is carried out.

Staff should ask themselves the following questions while assessing the risk:

1. What task am I going to perform?
2. What is the risk of exposure to:
 - i. Blood and body fluids including respiratory secretions;
 - ii. Non-intact skin;
 - iii. Mucous membranes;
 - iv. Body tissues; and
 - v. Contaminated equipment?
3. How competent/experienced am I in performing this task?
4. Will the person I am assisting be cooperative while I perform the task?

Appropriate strategies such as hand hygiene, waste management, and the use of personal protective equipment are then selected to reduce the risk of exposure and disease transmission.

Always wash hands before and after contact.

Hand Hygiene

Hand hygiene is the act of removing or destroying microorganisms on the hands while maintaining good hand integrity (keeping the skin healthy). Hand hygiene can be performed with an alcohol-based hand rub or with soap and water.

REPORT: Report the incident to your supervisor/program director.

Work Place Violence

Work place violence has steadily risen over the last few years, sometimes resulting in senseless death and injury. All that can be done to prevent such a needless tragedy is awareness and the confidence that if you report a suspicion that someone might become violent, it will be taken seriously.

Hazardous Chemicals

Hazardous chemicals include carcinogens, toxins, irritants, corrosives, sensitizers and agents which have been proven to have the potential to cause bodily injury or illness if ingested, inhaled or absorbed. It is essential that all employees be comprehensively trained in the following:

1. Identifying chemical hazards;
2. Reading labels properly;
3. Using protective equipment;
4. Proper handling and use of chemicals; and
5. Knowledge of Material Safety Data Sheets.

OSHA will expect employees to verbally recall the following questions in simple language to inspectors:

1. What is this training about?

2. What hazardous chemical(s) are you exposed to or may be exposed to during normal use or in a foreseeable emergency?
3. Where is this chemical present?
4. What are the short and long term effects on the body?
5. How can you detect if you are overexposed to the chemical?
6. How can you protect yourself from overexposure?
7. Have the written program and MSDSs been explained to you?

Identifying Chemical Hazards

Virtually all chemicals have some potential hazard and must be treated as such. It is every employee's legal right to know what risks are associated with the chemicals they must use to perform their work. It is every employee's duty to know how to read the attached labels and how to properly handle all chemicals they deal with.

Labels

All chemicals must be labeled. If you see any chemical not labeled, report it immediately to the supervisor and the safety director. The most commonly used method of labeling is the National Hazardous Chemical or Material Code, which is a diamond-shaped label that uses numerical value to rate the extreme of the hazard associated with the chemical it is attached to.

The RED area denotes fire hazard capacity.

The BLUE area denotes health hazard capacity.

The YELLOW area denotes reactivity capacity.

The WHITE area is reserved for specific hazard capacity or instruction.

Please take a moment to memorize what each colored area denotes. Not only is it required, it is also in your personal best interest. The numerical value system is simple to understand. Each colored area is numbered according to its hazard classification. You must take a moment to familiarize yourself with what each number means when placed in each area of the diamond. Remember, 0 means the capacity for hazard is lowest and 4 means it is highest.

Fire Hazard (Red)

0 – Will not burn (ex. water-based paint)

1 – Will burn if heated above 200° F (ex. tar)

2 – Will burn if heated above 100° F (ex. bunker oil)

3 – Will burn if heated below 100° F (ex. alcohol)

4 – Will burn if heated above 73° F (ex. ether, acetone)

While it is not necessary to remember the flash points (temperatures at which material will burn), you must remember that as the number gets higher, danger is increased. The slightest spark could mean disaster for chemicals with a flammability rating of 3 or 4.

Health Hazard (blue)

0 – No hazard except fire if material is flammable

1 – Slightly hazardous

2 – Hazardous

3 – Extreme danger

4 – Deadly

The specific hazard for each chemical is different and can be identified using Material Safety Data Sheets which will be discussed in this handbook.

Reactivity (Yellow) (What chemical changes may occur if mixed)

0 – Stable

1 – Unstable if heated

2 – Violent chemical change

3 – Shock and heat may detonate

4 – May detonate

Note: To properly understand the reactivity of a chemical, you cannot simply consider the numbers 0 to 4 as 0 being non-hazardous and 4 being extremely hazardous as you do in the fire ratings because each number has a more specific meaning. BE FAMILIAR with what each number means. Again, it is in everyone's best interest

Specific Hazard (White)

OXY – Oxidizer (unites other chemicals with oxygen)

ACID – Acid (forms a salt)

ALKALI – Alkali (can neutralize acids)

COR – Corrosive (erodes other substances)

symbol – Use no water

symbol – Radiation Hazard

If any chemical you use has a specified hazard, you must check with the safety director to identify its meaning.

Material Safety Data Sheets (MSDS)

OSHA's Hazardous Chemicals Right to Know Act requires employers to provide Material Safety Data Sheets to all employees. MSDS are forms that detail a chemical's identity. Most of the data on the form is self-explanatory. If there are any questions concerning information on the MSDS, please ask the safety director for assistance. There are some guidelines detailed in the Right to Know Hazard Communication Handbook. This handbook is available from the Executive Director to anyone who wants a copy.

Safe Machine Operation

There are several types of machines used by the Authority. The following are general safety rules to remember when operating any type of machinery.

1. Never operate a machine or tool unless you have completed training on the machine and a supervisor has authorized you to operate it. Attempting to operate a machine or tool you have not been trained on is a serious safety violation.
2. Never under any circumstance remove a guard that has been placed on a machine.
3. Keep all tools in good condition with regular maintenance.
4. Use the right tool for the right job.
5. Examine each tool for damage before use and do not use damaged tools.

6. Use the right personal protective equipment.
7. It is everyone's responsibility to report unsafe use of a machine or tool.

Lockout/Tagout Program

All equipment is powered by an energizing force such as electricity, hydraulics, gas, water, steam, chemicals, momentum, gravity or springs. In order for a piece of equipment to be worked on safely, the energizing source must be disabled. When someone is working on a piece of equipment, it is locked-out by actually locking the energizing source with a key that only the person who locked it has access to. Tags are also used to identify which technician is working on a specific machine and to prevent unused machinery from being tampered with. All that most employees need to know is not to interfere with any piece of equipment that has a lock or tag on it.

CPR/First Aid

There are several people trained in CPR and First Aid. The FHA encourages its employees to pursue this training. The American Red Cross provides training and recertification for the employees as needed. Each jobsite has one person trained in adult CPR and First Aid. Each jobsite has a complete First Aid kit that is checked weekly.

All elements of this safety policy are to be abided by to the best of your ability. Report your safety concerns and violations you witness to your supervisor and the safety director. If a worker commits a safety violation, a verbal warning will be issued. The second warning will constitute a written warning and the third a dismissal.

APPENDIX F – DRUG-FREE WORKPLACE POLICY

The FHA is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to these goals and FHA productivity.

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, marijuana, illegal drugs or intoxicants on FHA property or while on FHA business. Unlawful possession, use, consumption, sale, purchase, distribution or manufacture by any employee of alcohol, marijuana, or any illegally obtained drugs, or alcohol within the Authority's facilities, or while performing work off the FHA premises is prohibited. The FHA does not permit any employee to report to work or perform their duties while taking lawfully prescribed drugs which that may adversely impair their ability to safely and effectively perform their job functions.

Any employee taking prescribed or over the counter medications will be responsible for consulting with his or her prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees, or the public; it is the employee's responsibility to use the appropriate personnel procedures (e.g., call in sick, use leave, request change in duty, notify the supervisor) to avoid unsafe workplace practices. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications.

Controlled Substances – Including Medicinal Marijuana

The FHA complies with all state and federal laws, including state laws related to the use and possession of marijuana. Marijuana remains a controlled substance under the Federal Controlled Substances Act. As such, marijuana, even medicinally prescribed marijuana will continue to be treated as a controlled substance.

The FHA has a zero-tolerance policy concerning:

- a) The use, consumption, selling, dispensing, manufacturing, and possession of alcohol and substances regulated as controlled substances under the Controlled Substances Act ("Controlled Substances");
- b) Employees under the influence of Controlled Substances at the workplace; and
- c) Employees with a presence of any detectable amount of Controlled Substances while performing work for the Authority.

All employees must at all times ensure that their off-duty use of medications or Controlled Substances prescribed to the employee for medical purposes or lawfully being used under state law:

- a) Do not interfere with the employee's duties for Authority, Authority's business, or Authority's employees, customers, clients, vendors, and other business relationships and
- b) Do not pose a threat or danger to employee, the Authority's other employees, or any third parties.

Recognizing that there is substantial evidence that Marijuana use will compromise the safety of employees working in safety sensitive positions, the usage of Marijuana at the workplace is strictly prohibited.

The FHA understands that there is a difference between substance use and substance abuse and that prescribed or recreational use of a substance isn't necessarily abuse. The FHA further understands that medicinal marijuana is legitimately prescribed for a number of illnesses under the laws of several states. Legal employee use of marijuana when not in the workplace or otherwise not on FHA time is not regulated by the Authority. However, such use or contact must not be allowed to interfere with job performance.

Employees are prohibited from reporting for duty or remaining on duty while under the influence of alcohol or any other intoxicants or controlled substance (including marijuana). Employees are further prohibited from consuming alcohol or other intoxicants or controlled substances (including marijuana) during working hours, including meal and break periods.

The FHA may at its discretion conduct drug and/or alcohol testing under any of the following circumstances:

For-Cause Testing: The FHA may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

Post-Accident Testing: Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test.

"Involved in an on-the-job accident or injury" means not only the one who was or could have been injured but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an

opportunity to explain the circumstances prior to any final employment action becoming effective.

The FHA complies with the law of each state in which it operates, including but not limited to state laws regarding the scope of testing and testing methods. Testing procedures and practices will be based on accepted government guidelines and will abide by applicable state laws. Testing laboratories, collection sites, and medical review officers will be certified. Alcohol testing will be conducted using government approved breath alcohol testing devices and procedures. Cut-off levels for positive drug testing will be those set by the government (Department of Transportation).

In those states that require that employees who test positive for drug or alcohol be referred to a substance abuse professional for assistance, the FHA will comply but reserves the right to require follow-up testing, and if such tests indicate continued use of controlled substances, the FHA will proceed with terminating the employee.

Failure to comply with this policy will result in disciplinary actions up to and including termination of employment.

The undersigned has read this Drug-Free Workplace Policy and agrees to comply herewith.

Employee Signature

Date

This policy is subject to change at any time with or without notice and is not intended to create a contract for employment.

Reasonable Suspicion Documentation

This form must be completed prior to a reasonable suspicion drug or alcohol test every time an employee is suspected of drug and/or alcohol use on the basis of major changes in their physical presence, behavior, speech, or job performance.

Employee Name: _____

Date of Observation: _____

Time of Observation: from _____ to _____

Location: _____

Observed Behavior – Check all that apply:

PHYSICAL INDICATORS

- | | |
|---|---|
| <input type="checkbox"/> dilated pupils | <input type="checkbox"/> chronic redness of eyes |
| <input type="checkbox"/> constricted pupils | <input type="checkbox"/> chronic nasal problems |
| <input type="checkbox"/> drowsiness | <input type="checkbox"/> odor of marijuana |
| <input type="checkbox"/> cold sweats | <input type="checkbox"/> odor of alcohol |
| <input type="checkbox"/> tremors | <input type="checkbox"/> noticeable weight loss |
| <input type="checkbox"/> excessive yawning | <input type="checkbox"/> loss of appetite |
| <input type="checkbox"/> rapid breathing | <input type="checkbox"/> ravenous appetite |
| <input type="checkbox"/> dizziness | <input type="checkbox"/> unsteady walk, stumbling |

BEHAVIORAL INDICATORS

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> depression | <input type="checkbox"/> anxiety |
| <input type="checkbox"/> moodiness | <input type="checkbox"/> irritability |
| <input type="checkbox"/> alienation | <input type="checkbox"/> agitation |
| <input type="checkbox"/> combativeness | <input type="checkbox"/> restlessness |
| <input type="checkbox"/> panic reactions | <input type="checkbox"/> euphoria |
| <input type="checkbox"/> neglect of personal hygiene | |

SPEECH INDICATORS

- thick
- slurred
- excessive talkativeness
- incoherent

PERFORMANCE INDICATORS

- unable to concentrate
- errors in judgment
- loss of interest in work
- impaired reasoning
- disappearances from work
- tardiness/absences
- accidents

Other abnormal behavior observed: _____

To the best of my knowledge and belief, this report represents the physical, behavioral, speech, or performance indicators of the above name employee, observed by me and upon which I base my decision to require said employee to submit to reasonable suspicion testing.

drug testing alcohol testing both

Above behavior witnessed by:

Signature of FHA official

Signature of second FHA official

APPENDIX G – WEAPONS IN THE WORKPLACE AND WORKPLACE SEARCHES

VIOLENCE

We have zero tolerance for violence. If employees engage in any violence in the workplace, or threaten violence in the workplace, their employment may be separated immediately. No threats of violence or joking about violence will be tolerated. All employees, clients and vendors must be treated with courtesy and respect at all times.

“Violence” includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It is the intent of this policy to ensure that our employees, customers, and clients never feel threatened by any of these behaviors.

WEAPONS

The FHA prohibits all persons who enter FHA property from carrying a handgun, firearm, or prohibited weapon of any kind onto the property regardless of whether the person is licensed to carry a handgun or not.

This policy applies to all FHA employees, contract and temporary employees, visitors on FHA property and clients, customers, and contractors on FHA property, whether or not they are licensed to carry a concealed handgun. The only exceptions to this policy are police officers, security guards or other persons who have been given written consent by the FHA to carry a weapon on the property.

All FHA employees are also prohibited from carrying a weapon while in the course and scope of performing their job for the Authority, whether or not they are on FHA property at the time and whether or not they are licensed to carry a handgun. This policy also prohibits weapons at any FHA sponsored function such as parties or picnics.

Prohibited weapons include any form of weapon or explosive restricted under local, state or federal regulation including all firearms, illegal knives or other weapons covered by the law. Legal chemical dispensing devices such as pepper sprays that are sold commercially for personal protection are not covered by this policy. If you have a question about whether an item is covered by this policy, please contact The Executive Director. You will be held responsible for making sure that any potentially covered item you possess is not prohibited by this policy.

“FHA property” covered by this policy includes, without limitation, all FHA owned or leased buildings and access ramps under the Authority’s ownership or control and FHA owned vehicles.

SEARCHES

The FHA reserves the right to conduct searches of any person, vehicle or object that enters FHA property. Pursuant to this provision, the FHA is authorized to search lockers, desks, purses, briefcases, baggage, toolboxes, lunch sacks, clothing, vehicles parked on FHA property, and any other item in which a weapon, drugs, or other evidence of employee misconduct may be hidden. Searches may be conducted by FHA management or local authorities. To the extent the search is requested by FHA management and the employee is present, the employee may refuse the search; provided, however, that such refusal may result in termination of employment for refusal to cooperate. The FHA reserves the right to conduct searches on its property or authorize searches by law enforcement on its property without the employee being present.

EXCEPTIONS

Any person (client, customer, employee, visitor, etc.) wishing to carry a concealed handgun on FHA property must make a written request addressed to the President before bringing a concealed handgun on FHA property. The request must state the reason for the exception and include verifiable proof that the individual has been licensed to carry a concealed handgun. Approved license holders must keep their handguns concealed on their person (e.g., not in a desk drawer, purse, briefcase, portfolio, etc.) and under their control at all times. The weapon may not be left at the office when the approved license holder leaves the building. In addition, license holders are strictly prohibited from brandishing or displaying their weapon or using their weapon to threaten or intimidate anyone.

Any unauthorized use or brandishing of a handgun is immediate grounds for revocation of approval to carry a concealed handgun on the property and removal from the premises and, in the case of an employee, discipline.

Those who are granted an exception to carry a concealed handgun are not to disclose that fact to anyone in the office except partners who request such information and members of management who need to know.

An approved license holder is required to immediately notify the FHA if the status of his/her license changes.

VIOLATIONS/DISCIPLINE

Failure to abide by all terms and conditions of the policy may result in discipline for employees up to and including termination. Further, carrying a weapon onto FHA property in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal from the FHA property and may result in prosecution.

This policy shall not be construed to create any duty or obligation on the part of the FHA to take any actions beyond those required of an employer by existing law.

If you become aware of anyone violating this policy, please report it to the Chief Human Resource Officer or security immediately.

POSTING

The following must be posted at all entrances to notify visitors that weapons are not allowed:

No person, including a person licensed to carry a concealed handgun, shall knowingly possess, have under the person's control or convey a concealed handgun, deadly weapon or dangerous ordinance onto these premises without prior permission.

APPENDIX H – ELECTRONIC COMMUNICATIONS – APPROPRIATE USE POLICY

Purpose

The purpose of this policy is to promote a safe and productive work environment.

Acceptable Use of FHA Computers and Internet

In the course of your job, you may use information systems to communicate internally with co-workers or externally with clients, consultants, vendors and other business acquaintances. The FHA provides you with communication tools in order to facilitate business communications and to enhance your productivity. You may have occasion to use these facilities for personal purposes. Personal use is permitted as long as (in the sole discretion of the Authority) it does not interfere with the performance of your job, constitute excessive use, consume excessive FHA resources, give rise to more than nominal additional costs to the FHA or interfere with the activities of other staff members.

Because privacy cannot be guaranteed via channels used on the Internet, correspondence on the Internet is to be limited to that which presents no risk to the customer or the FHA were it to be made public.

To protect the integrity of the Authority, employees must remember that sites that they visit on the Internet may track and monitor such visits. For business reasons relating to productivity, professional employee conduct and FHA reputation and security, and to prevent information systems use for purposes of harassment or other conduct that could give rise to employer liability, the FHA may monitor employee access to Internet sites and take appropriate disciplinary action if necessary.

Employees may not use any FHA information system:

- To engage in excessive, non-work-related communication during working hours;
- To engage in any commercial enterprise for the employee's personal benefit or the benefit of an entity other than the Authority;
- To solicit or proselytize for commercial ventures, religious or political causes, outside organizations or any other non-job-related solicitations during working hours;
- To carry any defamatory, discriminatory, obscene or otherwise unacceptable material or content (employees are not to use vulgarities, obscenities, sarcasm, exaggeration or foul or abusive language in electronic communications);
- In connection with any infringement of another person's intellectual property rights (e.g., copyrights, trademarks, etc.);
- In a manner that violates the terms of any applicable telecommunications license or any laws governing data collection, privacy, confidentiality, security, etc.;
- In connection with any attempt to penetrate computer or network security of any FHA or other system, or to gain unauthorized access (or attempted access) to any other person or entity's computer, electronic accounts or equipment;

- In a manner that utilizes encryptions, tunnels, and other mechanisms to restrict access without prior authorization from IT;
- In connection with the violation/attempted violation of any law, rule or regulation; or
- For any other purpose which does or may harm the interests of the Authority.
- Nothing in this section prohibits employees from discussing terms and conditions of employment.

Use of FHA information systems in violation of any provision of this policy will result in disciplinary action up to and including termination of employment.

Acceptable Use of Email

All technology provided by the Authority, including FHA email, work records and other information stored electronically, is the property of the FHA and not the employee. In general, use of the Authority's email, technology systems and electronic communications should be job-related and not for personal convenience.

Employees may not use the Authority's email in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and "spamming" (sending email to thousands of users.) To prevent contamination of the Authority's technology and communications equipment and systems by harmful computer viruses, employees should not download files from unknown senders, and should confirm with the sender of intent to send before opening zip files. Also, given that many browser add-on packages (called "plug-ins") may not be compatible with other programs and may cause problems for the systems, downloading plug-ins is prohibited without prior permission.

Every employee of the FHA is responsible for the content of all text, audio or image files that he/she places or sends over the Authority's email systems. No email or other electronic communications may be sent that hides the identity of the sender or represent the sender as someone else. The Authority's corporate identity is attached to all outgoing email communications, which should reflect corporate values and appropriate workplace language and conduct.

Email and other electronic communications transmitted by the Authority's equipment, systems and networks are not private or confidential, and they are the property of the Authority. Therefore, the FHA reserves the right to examine, monitor and regulate email and other electronic communications, directories, files and all other content, including Internet use, transmitted by or stored in its technology systems, whether onsite or offsite.

Internal and external email, voicemail, and text messages are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the Authority.

Employees must be thoughtful in all their communications and dealings with others, including email and on social media, as addressed in our social media policy. Harassing comments,

obscenities or similar conduct that would violate FHA policies is discouraged in general and is never allowed while using the Authority's equipment, FHA email, or during your working time. The following forms of email communications will not be allowed during working hours, using FHA equipment or a FHA issued email address:

- Using email to communicate threatening, harassing (as defined by our harassment/discrimination policy), profane, obscene or similar inappropriate language in violation of FHA policy;
- Making knowingly and/or maliciously false accusations against the FHA and/or against another employee, customer, client, supplier or vendor;
- To protect employees, clients and customers from unnecessary interruptions and annoyances, it is our policy to prohibit solicitation or proselytization for commercial ventures, religious or political causes, outside organizations or any other non-job-related solicitations during working hours.

Right to Monitor and Consequences for Misuse

All Authority-supplied technology, including computer systems, equipment and Authority-related work records, belongs to the FHA and not to the employee user. Employees understand the FHA routinely monitors use patterns, and employees should observe appropriate workplace discretion in their use and maintenance of such FHA property.

Because all the computer systems and software as well as email and Internet connections are the property of the Authority, all FHA policies apply to their use and are in effect at all times. Any employee who abuses the Authority-provided access to email, the Internet, or other electronic communications or networks, including social media, may be denied future access, and, if appropriate, be subject to disciplinary action up to and including termination, within the limitations of any applicable federal, state or local laws.

Nothing in this section prohibits employees from discussing terms and conditions of employment or any other legally protected activity.

Cellphones and Texting

This policy applies to both incoming and outgoing cellular calls and applies to all employees. Use of personal mobile phones and tablets during working hours should be avoided. Employees will be allowed to use personal mobile phones in case of an emergency, provided such use is not disruptive to the Authority's business or otherwise interferes with client service. The FHA will not be responsible for lost or missing mobile phones.

Policy and Procedure for Personal Cellphones

1. Unless otherwise authorized, cellphones shall be turned off or set to silent or vibrate mode during meetings, conferences and in other locations where incoming calls may disrupt normal workflow.
2. Employees may carry and use personal cellphones while at work on a sporadic basis. If employee use of a personal cellphone causes disruptions or loss in productivity, the employee may become subject to disciplinary action per FHA policy.

3. Employees are discouraged from answering calls on cellphones while operating FHA vehicles. If an employee is operating a FHA vehicle and receives a call on a cellphone, the employee may not answer unless he/she uses a hands free device or until he/she pulls to the side of the roadway, into a parking lot or other safe location to respond to the call. Failure to follow this policy may result in disciplinary action up to and including termination.
4. The FHA is aware that employees may use their cellphones for business purposes while driving in their personal vehicle. Due to research that indicates that cellphone use while driving is dangerous and may even approach the equivalent danger of driving while drunk, according to some studies, the FHA prohibits employee use of personal cellphones or similar devices, for business purposes related in any way to the Authority, while driving.
 - a. This prohibition of cellphone or similar device use while driving includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or any other purpose related to employment; the business; our customers; our vendors; volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the Authority; or any other FHA related activities not named here while driving. Employees may not use their cellular phone or similar device to receive or place calls, text messages, surf the Internet, check phone messages, or receive or respond to email while driving if they are in any way doing activities that are related to employment.

Policy and Procedure for Authority-Owned Cellphones

1. Authority-owned cellphones provided to employees in the scope of their employment are for business use only.
2. FHA owned cellphones remain the property of the Authority, are to be protected while in the employee's possession, and are to be returned to the FHA at the termination of the employee's employment with the Authority.
3. All employees waive the right to privacy in the use of Authority-owned cellphones. The FHA may periodically monitor these cellphones for employee misuse.
4. Employees may not use FHA supplied cellphones while driving. This policy applies whether the employee is driving his/her own personal vehicle or a FHA issued vehicle.
5. Any messages or images sent or received on FHA issued mobile devices are FHA property and the FHA reserves the right to monitor the text messages and images. Employees do not have an expectation of privacy in such messages and images.
6. Employees are prohibited from sending, receiving, or displaying messages or images (email, text, or otherwise) on FHA issued mobile devices if those messages or images could be considered harassing, offensive, pornographic, or disruptive to other employees. "Offensive" for purposes of this policy includes content that is sexual in nature, as well as anything that might offend someone on the basis of his/her race, gender, national origin, age, sexual orientation, religious or political beliefs, disability, or any other characteristic that is protected by state or federal law.

Policy and Procedure Regarding Employee Texting

1. Generally, use of personal cellphones for purposes of texting, email, chat, or social media is permitted as long as (in the sole discretion of the Authority) it does not interfere with the performance of your job, constitute excessive use, or interfere with the activities of other staff members.
2. Employees are prohibited from sending, receiving, or displaying messages or images (email, text, or otherwise) on personal mobile devices if those messages or images could be considered harassing, offensive, pornographic, or disruptive to other employees. "Offensive" for purposes of this policy includes content that is sexual in nature, as well as anything that might offend someone on the basis of his/her race, gender, national origin, age, sexual orientation, religious or political beliefs, disability, or any other characteristic that is protected by state or federal law.
3. Discriminatory or harassing comments made through any type of electronic means are prohibited and will not be tolerated. Such activities will lead to employee discipline up to and including termination of employment.
4. Communications between employees and their supervisors regarding hours worked, medical or disability leaves or absences, complaints, and attendance should be made in a writing other than a text message (e.g., via letter or email) so that there is a clear record for FHA files.
5. Any employee operating a motor vehicle during the scope of his/her employment is prohibited from writing, sending, or reading text-based communications on an electronic wireless communications device, such as a cellphone, while driving a motor vehicle.

No Expectation of Privacy

All employees waive any right to privacy in the information systems of the Authority, including but not limited to all text, voicemail, email and Internet messages, and consent to the access, review and disclosure of such messages by the Authority's administrators. All employees also waive any right to privacy in the contents of any files or materials which have been placed on our systems, including but not limited to any materials downloaded from the Internet. The FHA reserves the right to access, review and disclose the contents of such files or materials. Moreover, all such messages, files and materials may be subject to discovery in any litigation in which the FHA or its employees or clients may be involved.

The FHA permits personal use of its information systems only upon the express understanding that the FHA reserves the right to review employee use of and to inspect all material created by or stored on these communication tools. Use of the Authority's information systems constitutes permission for the FHA to monitor and/or review communications and to access files that are made on or with these communication tools.

Employees must remember that it may be possible to retrieve and read messages even after they appear to have been "erased" from the email system. All passwords must be disclosed to the FHA upon request.

Preservation of Email and Internet Messages

Under normal circumstances, the FHA may preserve all email and Internet messages on magnetic media for several months or years from the date those messages are created. Periodically, all electronic media copies of the messages may be reviewed and will be deleted if deemed no longer necessary.

If the FHA becomes involved in an investigation, litigation or any other proceeding which may necessitate the review or production of records, the FHA may suspend the regular deletion of all or part of email or Internet messages for an indefinite period without notice.

Cellphone/Camera Phone/Recording Devices Provision

Due to the potential for issues such as invasion of privacy (employee, the Authority, and customer), sexual or other harassment (as defined by our sexual harassment and/or harassment/discrimination policy), protection of proprietary information and/or trade secrets, employees may not take, distribute, or post pictures, videos, or audio recordings while on working time. Employees also may not take pictures or make recordings of work areas. An exception to the rule concerning pictures and recordings of work areas would be to engage in activity protected by the National Labor Relations Act including, for example, taking pictures of health, safety and/or working condition concerns or of strike, protest and work-related issues and/or other protected concerted activities.

Discipline

All employees are expected to know and follow this policy. Nothing in this policy is, however, intended to prevent employees from engaging in concerted activity protected by law. If you have any questions regarding this policy, please ask your supervisor and The Executive Director before acting. Any violations of this policy are grounds for disciplinary action, up to and including immediate termination of employment.

APPENDIX I – EARNED SICK LEAVE POLICY

In compliance with the Massachusetts Earned Sick Leave Law, all employees whose primary place of work is in Massachusetts and who are not eligible for the PTO Policy will earn sick time under this policy. If any employee becomes eligible for the PTO Policy, he/she will stop earning sick time under this policy. At that time, any accrued, unused sick time will be forfeited and the employee will immediately be eligible for PTO for purposes of sick leave.

Employees begin accruing sick time under this policy commencing on the date of his/her hire, but sick leave may not be used until 90 calendar days from the employees start date.

Rate of Accrual

Sick time accrues at a rate of one hour of earned sick time for every 30 hours worked, including overtime hours. Sick time, vacation time, and other paid hours that are not actually worked do not count toward an employee’s accrual. Once employees have accrued 40 hours of sick time in a year, they do not accrue additional sick time hours. Accrual is capped at 40 hours per year.

Or

Average number of Hours Worked in a Week	Employee is provided this number of hours per month, as a lump sum, to be used for Earned Sick Time	Employee will be provided this amount of Earned Sick Time for this many months
37.5-40 hours	8 hours per month	5 months
30 hours	5 hours per month	8 months
24 hours	4 hours per month	10 months
20 hours	4 hours per month	9 months
16 hours	3 hours per month	10 months
10 hours	2 hours per month	10 months
5 hours	1 hours per month	10 months

Carryover

Employees may carry over up to 40 hours of unused earned sick time to the next benefit year but are not entitled to use more than 40 hours in one benefit year.

Use of Sick Time

Time off from work accrued by an employee under the terms of this policy may be used for the following purposes:

1. To care for the employee’s child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;

2. To care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
3. To attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;
4. To address the psychological, physical or legal effects of domestic violence; or
5. Travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Earned sick time may be used for full or partial day absences. The smallest amount of sick time that an employee can take is one hour. For uses beyond one hour, employees can use sick time in 15 minute increments which reflects the smallest increment used in the employer's payroll system.

If an employee's absence from work requires us to call in a replacement worker to cover the absent employee's job functions, we may require the absent employee to use an equal number of hours of sick time as were worked by the replacement. If the employee lacks sufficient accrued sick time to cover all such time worked by the replacement, the employer will provide sufficient job-protected unpaid leave to make up the difference in that shift.

Unacceptable Uses

Use of sick time for any purpose not specified in this policy is not allowed and may result in an employee being disciplined. Employees may not use sick time if the employee is not scheduled to be at work during the period of use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift. Employees cannot use sick time to be late if the lateness is not for one of the purposes authorized under the law.

Notice/Call-In Procedure

Pre-Scheduled Appointments/Foreseeable Absence: For pre-scheduled appointments or a foreseeable absence under this policy, employees must provide seven (7) days advance notice of the need to exercise sick leave. The employee should provide notice to his/her site manager and supervisor.

Unforeseeable Absence: If the employee's need for the use of earned sick time is unforeseeable, the employee must report the absence prior to the start of his/her shift or as soon as is practicable. All employees are expected to comply with this call-in procedure for the use of unforeseeable earned sick time, recognizing that there are certain situations such as accidents or sudden illnesses for which a call in may be impossible. When the use of sick leave is based on a reason that is unforeseeable, the employee must provide notice to the FHA as soon as he/she is reasonably able but no later than the day he/she returns to work.

In circumstances where the employee is unable to provide notice personally, notice may be provided by the employee's spouse, an adult family member or other responsible party.

Documentation

Employees will be required to submit a doctor's note or other documentation to support the use of sick time if the absence:

1. Exceeds 24 consecutively scheduled work hours or three consecutive days on which the employee is scheduled to work;
2. Occurs within two weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or
3. Occurs after four unforeseeable and undocumented absences within a three month period.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed for good cause shown. If an employee fails to timely comply with the sick time law's documentation requirements, the FHA may recoup the sick time paid from future wages.

Employees who do not have a healthcare provider may be required to provide a signed written statement evidencing the need for the use of the earned sick time, in lieu of certification by a healthcare provider.

Certification and other documentation may be submitted to the employee's supervisor or the Executive Director by hand or by email, mail or facsimile.

If an employee fails to comply with the reasonable documentation requirements as described in this policy and there is no reasonable justification for the failure to comply, the FHA may delay or deny the future use of accrued earned sick time by the employee until the documentation is provided.

Absence Due to Domestic Violence: Employees who have been absent for more than 24 consecutive work hours for reasons related to domestic violence, may provide any of the following certification:

- A restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- A police record documenting the abuse;
- Documentation that the perpetrator of the abuse has been convicted of 1 or more offenses where the victim was a family or household member;
- Medical documentation of the abuse;
- A statement provided by a counselor, social worker, health worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the individual in addressing the effects of the abuse on the individual or the individual's family; or
- A signed written statement from the individual attesting to the abuse.

All evidence of domestic violence experienced by an individual, including the individual's statement and corroborating evidence, will be kept confidential and will not be disclosed by the FHA unless consent for disclosure is given by the employee.

Rate of Pay

The FHA will pay employees sick time at the same hourly pay rate the employee earns at the time the paid sick time is used. For hourly employees, that means base rate wages plus any other benefits paid or accrued on an hourly basis. Employees who receive different pay rates for hourly work will be paid at the weighted average of all such pay rates during the previous pay period. For employees paid on a salary or fee basis, the same hourly rate is the employee's total earnings in the previous pay period divided by the total hours worked during that period.

If salaried employees do not track time, the FHA will assume a 40-hour workweek. For employees paid on commission, the same hourly rate will mean the greater of the base wage or the effective minimum wage. The same hourly rate does not include commissions, draws, bonuses, or other incentive pay; sums excluded from the regular rate of pay under the Fair Labor Standards Act; or overtime, holiday pay, or other premium rates.

Forfeiture of Leave at Termination

Unused, accrued sick leave will be forfeited upon separation of employment.

Breaks in Service

If an employee separates (whether voluntarily or involuntarily) and returns to work, defined as a "break in service" within four months, the employee will maintain the right to use any earned sick time that accrued prior to the break in service. If the employee returns to work following a break in service between four and twelve months and if the employee left work with a sick leave bank of 10 or more hours, the employee will maintain the right to use the earned sick time that accrued prior to the break in service. If the employee left work with a sick leave bank under 10 hours, he/she will forfeit the accrued sick leave, and will not be entitled to use the sick leave that accrued prior to the break in service.

Expectations Regarding Attendance

Employees should remember that regular, reliable attendance and timeliness is expected.

Discipline for Fraud and Abuse

Any employee found to be committing fraud or abuse by using sick time in a manner that is not consistent with allowable purposes for leave (e.g., being sick or caring for an ill family member) or by exhibiting a clear pattern of taking leave on days when the employee is scheduled to perform duties perceived as undesirable, will be subject to discipline up to and including termination for misuse of sick leave. If an employee is exhibiting a clear pattern of taking leave on days just before or after a weekend, vacation, or holiday, the FHA may discipline the employee for misuse of earned sick time, unless the employee provides verification of authorized use.

Retaliation

The FHA will not take any adverse employment action against an employee for requesting or using earned sick time under the terms of this policy.

Application of Law

In accordance with the Massachusetts Sick Leave Law, employees may use the sick leave provided for in this policy for all of the reasons allowed under the law. To the extent that the Law differs from this policy, it is the intent of the FHA that the protections of the Massachusetts Sick Leave Law apply to all eligible employees.

APPENDIX J – MILITARY LEAVE (USERRA) POLICY

The Authority recognizes the need for a policy that addresses the employment and re-employment rights of full- and part-time employees who serve in the military as well as discrimination against members of the military, reserves, or veterans. It is the policy of the Authority to comply with the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) (as revised) and applicable state and local laws which protect job rights and benefits for and against discrimination of veterans and members of the military and reserves. USERRA and this policy cover all persons serving in the Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service commissioned corps, and the reserve components of these services, and the National Guard.

In addition to the military leave rights set forth under USERRA, members of the armed forces of the Commonwealth of Massachusetts, including the state defense force, the state staff, or the armed forces of another state or territory who are employed within Massachusetts and ordered to active duty under state or federal law, are entitled to the rights, protections, privileges and immunities provided under USERRA.

When military service, as described above, is in support of a critical homeland security or emergency management operation, as determined by the adjutant general, it will not be counted toward the cumulative five year period of absence allowed for military leave.

Discrimination

It is the policy of the Authority that an employee or applicant who is a member of, applies to be a member of, performs, or has performed, applies to perform, or has an obligation to perform service in a uniformed service will not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment by an employer on the basis of that membership, application for membership, performance of service, or obligation.

Eligibility

In accordance with USERRA employees who perform service in the uniformed services are entitled to a leave of absence and reemployment rights. For purposes of this policy, “service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service, including but not limited to:

- Active duty;
- Active duty for training;
- Initial active duty for training;
- Inactive duty training;
- Full-time National Guard duty;
- Absence from work for an examination to determine an employee’s fitness for any of the above types of duty;

- Funeral honors duty performed by National Guard or reserve members; or
- Duty performed by an intermittent disaster response employee for the Public Health Service and approved training to prepare for such

The “uniformed services” for purposes of this policy consist of the following:

- Army;
- Navy;
- Marine Corps;
- Air Force;
- Coast Guard;
- Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve;
- Army National Guard or Air National Guard;
- Commissioned Corps of the Public Health Service; and
- Any other category of employees designated by the President in time of war or emergency

Any employee whose absence from the Authority is due to service in the uniformed services will be entitled to reemployment, healthcare benefits and other employment benefits provided by the Authority, provided:

- The employee has given advance written or verbal notice of such service to the Authority as required under this policy;
- The cumulative length of the absence and of all previous absences from a position of employment with the Authority by reason of service in the uniformed services does not exceed five years as defined in this policy;
- The employee reports to, or submits an application for reemployment to, the Authority in accordance with the provisions of this policy; and
- The employee reports back to work within the time limits set forth within this policy.

Advance Notice

All employees seeking reemployment rights must provide the Authority with advance notice of military service. Notice procedures are as follows:

- Employees will provide 30 days’ written notice to the Authority of anticipated military leave.
- In the event that the employee is unable to give 30 days’ written notice, the employee must provide written or verbal notice as far in advance as is reasonable under the circumstances.
- Notice may be provided by the employee or by an appropriate officer of the branch of the military in which the employee will be serving.
- No notice is required if Military necessity prevents the giving of notice or the giving of notice is otherwise impossible or unreasonable.

Cumulative Length and Duration of Service

The cumulative length of service that causes an employee's absence(s) from the Authority may not exceed five years. Most types of service will be cumulatively counted in the computation of the 5-year period. However, the following categories of service are exempt from the 5-year limitation:

- Service required beyond five years to complete an initial period of obligated.
- Service from which the employee, through no fault of the employee, is unable to obtain a release within the 5-year limit (e.g., obligated service dates that expire while the service member is at sea or involuntarily retained on active duty).
- Required training for reservists and National Guard members. The 2-week annual training sessions and monthly weekend drills mandated by statute for reservists and National Guard members are exempt from the five-year limitation. Additional training requirements certified in writing by the Secretary of the service concerned to be necessary for individual professional development are also excluded.
- Service under an involuntary order to, or to be retained on, active duty during a domestic emergency or national security related situation.
- Service under an order to, or to remain on, active duty (other than for training) because of a war or national emergency declared by the President or Congress. This includes service not only by employees involuntarily ordered to active duty, but also service by volunteers who receive orders to active duty.
- Active duty (other than for training) by volunteers supporting "operational missions" for which Selected Reservists have been ordered to active duty without their consent.
- Such operational missions involve circumstances other than war or national emergency for which, under presidential authorization, members of the Selected Reserve may be involuntarily ordered to active duty.
- This exemption covers employees who are called to active duty after volunteering to support operational missions.
- Service by volunteers who are ordered to active duty in support of a "critical mission or requirement" in times other than war or national emergency and when no involuntary call up is in effect.
- Federal service by members of the National Guard called into action by the President to suppress an insurrection, repel an invasion, or to execute the laws of the United States.

Disqualifying Service

The following forms of service are considered disqualifying, and not eligible for the benefits provided under this policy:

- Separation from the service with a dishonorable or bad conduct discharge.
- Separation from the service under other than honorable conditions. Regulations for each military branch specify when separation from the service would be considered "other than honorable."
- Dismissal of a commissioned officer in certain situations involving a court martial or by order of the President in time of war.
- Dropping an individual from the rolls when the individual has been absent without authority for more than three months or who is imprisoned by a civilian court.

Reporting Back To Work

Time limits for returning to work depend, with the exception of fitness-for-service examinations, on the duration of an employee's military service:

- Service of 1 to 30 days: The employee must report to the Authority by the beginning of the first regularly scheduled work day that would fall 24 hours after the end of the calendar day the employee's completion of service.
 - If, due to no fault of the employee, timely reporting back to work would be impossible or unreasonable, the employee must report back to work as soon as possible.
 - Fitness Exam. The time limit for reporting back to work for an employee who is absent from work in order to take a fitness-for-service examination is the same as the one above for employees who are absent for 1 to 30 days. This period will apply regardless of the length of the employee's absence.
- Service of 31 to 180 days: An application for reemployment must be submitted to The Executive Director no later than 14 days after completion of an employee's service.
 - If submission of a timely application is impossible or unreasonable through no fault of the employee, the application must be submitted as soon as possible.
 - If the fourteenth day falls on a day when the Authority offices are not open, or there is otherwise no one available to accept the application, the time extends to the next business day.
- Service of 181 or more days: An application for reemployment must be submitted to the Executive Director no later than 90 days after completion of an employee's military service. If the 90th day falls on a day when the Authority offices are not open, or there is otherwise no one available to accept the application, the time extends to the next business day.
- Disability incurred or aggravated: The reporting or application deadlines are extended for up to two years for employees who are hospitalized or convalescing because of a disability incurred or aggravated during the period of military service.
 - The two-year period will be extended by the minimum time required to accommodate a circumstance beyond an individual's control that would make reporting within the 2-year period impossible or unreasonable.
- Unexcused delay: Any employee who fails to report to work or to apply for reemployment rights as outlined within this section is subject to the Authority's policy regarding unexcused absences.

Required Documentation Upon Return

Employees absent for a period of service of 31 days or more are required to provide the Authority with documentation showing that:

- The employee's application for reemployment is timely;
- The employee has not exceeded the 5-year service limitation; and

- The employee's separation from service was for a reason other than Disqualifying Service as defined under this policy.

Unavailable documentation: Employees who are unable to provide satisfactory documentation because it is not readily available or does not exist should provide said documentation as soon as it becomes available. If, after reemploying the employee, documentation becomes available that shows one or more of the reemployment requirements were not met, the employer may take appropriate action up to and including termination of the employee. The termination would be effective as of that moment, and would not operate retroactively.

Reinstatement

Except with respect to employees who have a disability incurred in or aggravated by military service, the position into which an employee is reinstated is based on the length of an employee's military service:

- An employee whose military service lasted 1 to 90 days will be promptly reemployed in the following order of priority:
 - In the job the employee would have held had the employee remained continuously employed, so long as the employee is qualified for the job or can become qualified after reasonable efforts by the employer to qualify the employee or
 - In the position of employment in which the employee was employed on the date of the commencement of the service in the uniformed services, only if the employee is not qualified to perform the duties of the position referred to in the subparagraph above after reasonable efforts by the employer to qualify the employee.
 - If the employee cannot become qualified for either position described above (other than for a disability incurred in or aggravated by the military service) even after reasonable employer efforts, the employee is to be reemployed in a position that is the nearest approximation to the positions described above (in that order) which the employee is able to perform, with full seniority
- The Authority will promptly reemploy employees returning from military service of 91 or more days in the following order of priority:
 - In the job the employee would have held had the employee remained continuously employed, or a position of like seniority status and pay, so long as the employee is qualified for the job or can become qualified after reasonable efforts by the employer to qualify the employee or
 - In the position of employment in which the employee was employed on the date of the commencement of the service in the uniformed services, or a position of like seniority, status, and pay the duties of which the employee is qualified to perform, only if the employee is not qualified to perform the duties of the position referred to in the subparagraph above after reasonable efforts by the Authority to qualify the employee.
 - If the employee cannot become qualified for the position either in either subparagraphs above: in any other position of lesser status and pay, but that

most nearly approximates the above positions (in that order) that the employee is qualified to perform with full seniority.

- “Escalator” position: It is the policy of the Authority that each returning service member actually step back onto the seniority escalator at the point the employee would have occupied if the employee had remained continuously employed. The position may not necessarily be the same job the employee previously held. This may include a position at a higher level than the one previously held, lower level than the one previously held, it could be a different job, or it could conceivably be in layoff status.
- Requalification Training: The Authority will make reasonable efforts to qualify returning service members who are not qualified for reemployment positions that they otherwise would be entitled to hold for reasons other than a disability incurred or aggravated by military service, provided such training does not impose an undue hardship on the Authority.

Subject to the exceptions stated within this policy, the Authority will reemploy returning military service members “promptly” as required by USERRA. Employees should understand that the timing for reinstatement will depend on the circumstances of each individual case. Reinstatement following a lengthy leave of absence may require giving notice to an incumbent employee who has occupied the service member’s position and who might possibly have to vacate that position.

Exceptions To Re-Employment

In addition to the employee’s failure to apply for re-employment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

- The Authority’s circumstances have so changed as to make reemployment impossible or unreasonable.
- The employee’s employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
- The employee did not receive an honorable discharge from military service.
- Requalification efforts cause difficulty and/or expense as to cause an undue hardship on the employer.
- The employee’s cumulative military absences from one employer’s employment have exceeded five years, unless certain conditions are met.
- The employee has failed to reapply for employment within USERRA’s time limits.
- The Authority would not have reemployed the employee even if he/she had not been returning from a military leave.

Disabilities Incurred or Aggravated While in Military Service

Subject to the exception listed within this policy, the Authority will comply with the requirements of USERRA and applicable state laws with regard to reasonable accommodation of a returning service member’s disability unless efforts to qualify returning service members or

accommodate individuals with service connected disabilities is of such difficulty or expense as to cause “undue hardship” for the Authority.

Forfeiture of rights

If, prior to leaving for military service, an employee knowingly provides clear written notice of an intent not to return to work after military service, the employee waives entitlement to leave-of-absence rights and benefits not based on seniority.

Benefits

Where an employee is absent from work due to military service, benefits will continue as follows:

- An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The employee must pay, per pay period, the premium normally paid by the employee. After the initial 31-day period, the employee and covered dependents can continue group health insurance up to 24 months at 102% of the overall (both employer and employee) premium rate.
- The group term life/AD&D insurance provided by the Authority will terminate the day the employee becomes active military.
- The group long-term disability insurance provided by the Authority will terminate the day the employee becomes active military.
- Employees do not accrue vacation, personal leave or sick leave while on military leave of absence status. Employee’s time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their job.
- With respect to the Authority’s retirement plan, upon reemployment, employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service. Immediately upon reemployment, the employee may, at the employee’s election, make any or all employee contributions that the employee would have been eligible to make had the employee’s employment not been interrupted by military service. Such contributions must be made within a period that begins with the employee’s reemployment and may last up to three times the length of the employee’s military service, not to exceed five years. Employees will receive all associated Authority match for such contributions.
- If an employee has voluntary life insurance and/or short term disability insurance through the Authority, the employee should contact The Executive Director to discuss the terms and conditions of his/her policy(ies) as it relates to his/her military leave.
- Vacation Time: At the employee’s request and with prior notice to the Authority, the employee may use any vacation time that has accrued prior to the beginning of his or her military service instead of unpaid leave.

Non-Discrimination and Retaliation Policy

Employment discrimination because of past, current, or future military obligations is prohibited under state and federal law. The law protects from discrimination past members, current members, and employees and applicants who apply to be a member of any of the branches of the uniformed services. Under USERRA, employees with past, current, or future obligations in all branches of the military are also protected.

In compliance with Massachusetts law, the Authority will not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment to a person who is a member of, applies to perform, or has an obligation to perform, service in a uniformed military service of the United States, including the National Guard.

Employees who file a complaint of discrimination under the law or this policy, who testify, assist or otherwise participate in an investigation or proceeding under the law or this policy or who exercises any right provided under the law or this policy may do so without fear of retaliation or reprisal whether or not the employee has performed military service.

Release for Training

In accordance with Massachusetts law, Ready Reserve members are protected from loss of their positions, including normal vacation, sick leave, bonuses, and advancements during the annual training so long as they do not exceed 17 days in any calendar year, give notice of return and departure. Leave is unpaid.

MILITARY LEAVE REQUEST

INSTRUCTIONS: Use this form to request leave for military training and active military duty.

TO BE COMPLETED BY EMPLOYEE

Employee Name _____

Department _____

Position _____

Immediate Supervisor _____

Branch of Military Army Navy Army Reserve

Marines Air Force Coast Guard

National Guard Other

Name of military unit issuing orders: _____

Order Number: _____

Date ordered to report to active duty: _____

Anticipated date of return to work: _____

(Employee is requested to contact _____ upon return from active duty if employee is not ready by anticipated date indicated above. This will assist in planning for the employee's return to work.)

Please attach copy of military orders if available.

Person to contact, as necessary, while employee is on active military duty:

Name: _____

Relationship to Employee: _____

Address: _____

Phone Number: _____

Signature of Employee: _____

Date: _____

TO BE COMPLETED BY _____

Date form received: _____

Date employee provided with Military Policy: _____

Current vacation leave balance: _____

Current sick leave balance: _____

Any other paid leave balance: _____

Base compensation at time of military leave: _____

Has all salary wages been paid to employee on last day of work prior to military leave?

___ Yes ___ No

Did employee request pay for vacation leave upon start of military leave?

Yes No

If yes, date vacation leave paid or to be paid: _____

Other benefits employee qualifies for as start of military leave:

Medical Coverage Plan: _____

Level of Coverage (employee only, 2-person, family): _____

Has employee paid normal employee contributions for the first 31-day period?

Yes No

Did employee elect COBRA-like continuation?

Yes _____ Date of Election

_____ Level of coverage

No. _____ Last day of coverage

Is employee a participant of the Authority's 401K Plan? Yes No

Any other benefits employee qualifies for: _____

Title: _____

Date: _____