

PERSONNEL PLAN

Adopted: December 18, 2013

Revised May 20, 2015

These are the policies adopted by the Chelsea Housing Authority (CHA) as of December 18, 2013 which apply to its exempt non-union employees. A list of Positions covered by this Plan is attached as Exhibit A. This Plan is effective December 18, 2013 and supersedes any other plan or practice which may have previously governed CHA positions and employees. This Plan is not a contract of employment, and employees are not entitled to rely on its provisions as a contract. This Plan may be revised at any time by the Authority in its sole discretion. This Plan does not apply to employees working under a written contract unless specifically indicated otherwise in this Plan or in the written contract with CHA.

The Chelsea Housing Authority is an equal opportunity employer and is committed to providing equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, sexual orientation, marital status, or status as a Vietnam-era or special disabled veteran or any other status protected by law in accordance with all applicable laws, rules and regulations.

A. Hours of Work

The normal work week is Monday through Friday. Normal work hours for employees are 8:30 a.m. to 4:30 p.m. on Monday, Tuesday, and Thursday. On Wednesday normal work hours are 8:30 a.m. to 7:30 p.m. On Friday normal work hours are 8:30 a.m. to 1:00 pm. These hours include a one half-hour unpaid lunch period. Employees are not entitled to over-time or compensatory time, and they are expected to work in excess of 37.5 hours per week and/or, when necessary, on days other than Monday through Friday in performance of

their functions. Although their schedules may vary from time to time, they are expected to be at work during most normal work hours unless using leave in accordance with this Plan.

A1. Employees can arrange an alternative work schedule (a schedule which is predetermined and approved by the immediate supervisor), provided the alternative schedule does not interfere with the appropriate and efficient operation of their departments. Notwithstanding an alternative work schedule, employees are expected to work in excess of 37.5 hours per week and/or, when necessary, on days other than Monday through Friday.

A2. Employees may, from time to time, vary their working hours provided that this variation does not become an established pattern different from normal working hours i.e. an alternative working schedule which requires prior approval by the supervisor as indicated in paragraph A1 above.

A3. We comply with applicable laws that require records to be maintained of the hours worked by our employees. To ensure that accurate records are kept of the hours you actually work there must be a time log for each employee. All Employees must track their hours worked and submit time-sheets as required for payroll. Any falsification of a time record is a breach of policy and is grounds for immediate termination.

B. Annual Leave

B1. Vacation Leave is leave with pay and it is a conditional benefit accorded full-time employees. Probationary employees shall not accrue Vacation Leave until they successfully complete their probationary period, at which time they will accrue vacation leave retroactive to their first day of employment.

B.2 During the first five years of employment, Vacation Leave accumulates at the rate of five/sixths (5/6) days per month of full-time employment or ten days per year. After five years but less than ten years of full-time employment, Vacation Leave accumulates at the rate of one and one-quarter (1 1/4) days per month or fifteen days per year; and after ten years but less than twenty years of full-time

employment Vacation Leave accrues at the rate of one and two-thirds (1 2/3) or twenty days per year; and after twenty years of full-time employment, Vacation Leave accrues at the rate of two and two twenty-fifths (2 2/25) days per month or twenty-five days per year. Employees hired before December 18, 2013 shall maintain their current vacation accruals, however, they will advance to the next rate in accordance with the above accrual schedule.

B.3 Previous continuous employment in the public service of the Commonwealth of Massachusetts or any political subdivision thereof shall be credited when computing Vacation Leave. An employee does not accrue Vacation Leave while s/he is on leave without pay unless s/he is on Worker's Compensation Leave.

B.4 Employees are encouraged to take Vacation Leave each year in an amount equal to the amount which they accrue. Vacation Leave not used in any year may be carried over from year to year, provided, however that employees may not carry over more than 30 days of accumulated Vacation Leave. Vacation Leave previously accumulated by an employee promoted to a Senior Management position may be carried over as of the date of promotion, subject to the 30-day limitation of the previous sentence.

B.5 Vacation Leave credit will begin at once for employees starting work prior to the sixteenth (16th) day of the month; otherwise such credit will begin on the first day of the month following start of employment.

B.6 Except for those employees who have been warned about their abuse of Sick Leave within the prior twelve months, employees may use accumulated Vacation Leave when they have exhausted their accumulated Sick Leave.

B.7 Employees must secure written approval of their Vacation Leave request from their supervisor. In considering Vacation Leave requests, supervisors shall weigh staffing needs of the Authority and in the case of competing requests, consider the dates of requests, seniority of the employees making the requests and equitable opportunity to use Vacation Leave. The Executive Director may require any employee to reschedule previously approved Vacation Leave when operations of the CHA so require.

B.6 Upon retirement, resignation, involuntary termination or death an employee or her/his designated beneficiary will be compensated for all accumulated and accrued Vacation Leave at her/his current rate of pay.

C. Sick Leave

C.1 An employee is entitled to use Sick Leave without deduction from regular compensation for an absence:

- a. When incapacitated by personal illness or injury from performance of his/her duties;
- b. For an appointment with a licensed medical professional;
- c. When, through exposure to contagious disease, the presence of the employee would jeopardize the health of others;
- d. When there is serious illness or injury of a member of the employee's immediate family requiring the care and attendance of that employee;
- e. When there is a birth of an employee's child or the placement of a child with an employee for adoption or foster care and the employee must be absent from work to assist with caregiving as further detailed in Paragraph H below.

C.2 For full-time employees Sick Leave with pay accumulates at the rate of one and one-quarter (1¼) days per month or fifteen (15) days annually. Sick Leave credit will begin at once for employees starting work prior to the sixteenth (16th) day of the month; otherwise credit will begin on the first day of the month following the start of employment. Sick Leave not used in a year will be carried over for use in succeeding years with no limit on the number of days that may be accumulated. An employee who has accumulated Sick Leave in a prior non-exempt position with CHA is entitled to carry over such accumulated Sick Leave as of the date of employment as an exempt employee.

C.3 No employee shall be granted Sick Leave unless she/he has notified her/his supervisor within one hour of the beginning of the absence, before leaving work, or as soon as practicable.

C.4 An employee may, at any time, be required by CHA to submit a physician's certificate to support his/her use of Sick Leave. Generally this will not be required for an absence of five (5) or less consecutive working days. For periods of absence of more than five (5) days, or where the employee has been warned about a pattern, or abuse, of sick leave in the prior twelve (12) months, a certificate by the treating physician must be provided by the employee. At its option, CHA may request an examination by a physician designated and paid for by the CHA for an absence of any duration.

C.5 When there are extraordinary circumstances, and an employee exhausts Family Leave, an employee may be advanced up to fifteen (15) days of unearned Sick Leave each year upon recommendation of the Executive Director and approval of the Board of Commissioners. The determination of extraordinary circumstances warranting such a recommendation is solely at the discretion of the Executive Director. Employees who terminate their employment (voluntarily or involuntarily) with CHA are required to pay back for any used but unearned Sick Leave granted under this provision.

C.6 Upon retirement, or death, an employee who was employed before December 31, 1998, or her'/his designated beneficiary, will be compensated for half of her/his Sick Leave up to a maximum of fifty (50) days. An employee hired on or after January 1, 1999, upon retirement is entitled to be compensated for half of his/her accumulated Sick Leave up to a maximum of fifty (50) days.

D. Worker's Compensation Leave

D.1 An employee must report any injury to him/herself or to another CHA employee immediately to the supervisor and complete a Department Of Labor and Industries Injury Report as soon as practicable.

D.2 Worker's Compensation Leave is leave accorded to employees who sustain a disabling injury or an illness arising out of and during the course of her/his employment. It is paid leave to the extent that the employee has access to Sick Leave, or it is leave without pay unless the employee is entitled to

Worker's Compensation payments which may be less than the employee's regular pay.

D.3 When an employee is absent due to an on-the-job injury or illness but not receiving benefits from Workers Compensation, she/he is entitled to use her/his accumulated Sick Leave, subject to the policies pertaining to sick leave. In the event an employee receives benefits from Worker's Compensation which is less than the employee's regular pay, she/he may draw upon the employee's accumulated Sick Leave to make up the difference between these two amounts. In the event the employee receives more than his/her regular salary from Worker's Compensation and Sick Leave payments, he/she must arrange immediately to repay the excess payment which shall be credited back to the employee's Sick Leave accumulation.

D.4 When an employee on Worker's Compensation Leave is no longer receiving a payroll check from the CHA, he/she becomes directly responsible for payment of those amounts which had been regular payroll deductions, including disability insurance premiums.

D.5 An employee absent on Worker's Compensation Leave will continue to receive health insurance benefits paid for by the CHA and to accrue Vacation and Sick Leave for a period of one year from the date of injury, at which time the employee shall return to work or be terminated. Thereafter, when the employee is able to return to work, s/he shall be entitled to be restored to her/his same or similar position when it is vacant or to a position acceptable to her/him for which s/he is qualified, provided that s/he applies for reemployment within thirty (30) days from the date that the treating physician determines that s/he is able to return to work.

E. Personal Leave

Personal Leave is leave with pay, and it is a conditional benefit accorded full-time employees who have accumulated sufficient Sick Leave to compensate for absences for personal reasons.

E.1 One day of Personal Leave will be accorded to full-time employees each year that is not charged against Sick Leave. This one-day of Personal Leave shall not accumulate and must be utilized during the calendar year that it is received, or be forfeited.

E.2 At his/her election an Employee who has used less than eight (8) days of Sick Leave (excluding Personal Leave) in the previous year, may convert up to four days of Sick Leave to Personal Leave during the new year in accordance with the following schedule:

a. If s/he has taken seven (7) days or less of Sick Leave the prior year, s/he may elect to convert one day of Sick Leave to Personal Leave;

b. If s/he has taken four (4) days or less of Sick Leave the prior year s/he may elect to convert three (3) days of Sick Leave to Personal Leave.

c. If s/he has taken one or less days of Sick Leave, s/he may elect to convert four (4) days of Sick Leave to Personal Leave.

E.3 Personal Leave not taken in any year cannot be accumulated for use in succeeding years.

E.4 An employee must notify her/his supervisor at least twenty-four (24) hours before s/he intends to take Personal Leave or as soon as practicable.

F. Holidays

F.1 Employees are eligible for one day of pay for each of the holidays listed below, provided they are working or on approved sick leave, vacation, or personal leave on their last scheduled day prior to, and on their first scheduled day after, the holiday at the discretion of the supervisor. Employees shall receive holiday pay for any holiday which is observed during an authorized leave of absence, and if the employee is on authorized vacation leave, s/he will be accorded an additional day of vacation.

F.2 The holidays to be observed are as follows

New Year's Day (January 1st)

Martin Luther King Day (3rd Monday in January)

Presidents Day (3rd Monday in February)
Evacuation Day (March 17th)
Patriots Day (3rd Monday in April)
Memorial Day (last Monday in May)
Bunker Hill Day (June 17th)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October),
Thanksgiving Day (4th Thursday in November)
Veterans Day (November 11th)
Christmas Day (December 25th)

F.3 If a holiday falls on a Saturday, it will be observed on the Friday preceding; and, if it falls on a Sunday, it will be observed on the Monday following. As required by Law, on the Evacuation Day (March 17th) and Bunker Hill Day (June 17th) holidays the Authority must be "appropriately staffed." As such, employees who are required to work on these days, will be paid their regular compensation and in addition shall be permitted an additional day off. Subject to the approval of their supervisor, employees who were required to work may observe Evacuation Day and/or Bunker Hill Day on another day of their choosing subsequent to the holiday but during the same calendar year. Employees who are not required to work will receive holiday pay. The Authority has the sole discretion to determine the level and composition of staffing that meets the requirement of being "appropriately staffed."

F.4 In considering "flexible holiday" requests, supervisors will weigh the staff needs of the Authority. For competing requests supervisors shall consider the dates of the requests, employee seniority, and equitable opportunity to use the "flexible holiday."

F.5 Upon retirement, resignation or death an employee or her/his designated beneficiary will be compensated at her/his current rate of pay for Holiday Leave earned but not taken.

F.6 Employees who are observing, in accordance with their creed or religion, a particular holy day or Sabbath which does not fall on an observed CHA holiday are entitled to a reasonable accommodation of such observance, provided it is in compliance with provisions of Chapter 151B, section 4 of the Massachusetts General Laws.

G. Bereavement Leave

G.1 Bereavement Leave is leave with pay, and it is a conditional benefit accorded full-time employees who are not otherwise on leave and who are absent because of the death of their significant other (spouse or domestic partner), child (including foster or step), grandchild, parent, grandparent, aunt, uncle, sibling or other member of the immediate household and including the same in relationship to the spouse or domestic partner.

The employee is entitled to take four working days from the date of death within the subsequent two weeks. The four working days need not be taken all at once and are to accommodate funeral planning, funeral, travel, and dealing with the effects of the deceased.

G.2 Bereavement Leave not taken within two weeks will be lost except with the written approval of the Executive Director who, under extraordinary circumstances, may authorize the employee to take the leave within a period of four weeks from the date of death.

G.3 Employees may be required to provide copies of death notices and documentation establishing their relationship to the deceased, although such certification will not normally be required unless the employee has previously been warned of a pattern or abuse of Sick Leave within the prior twelve (12) months.

G.4 Employees must notify their supervisors of their need and plan for Bereavement Leave as soon as practicable.

G.5 There is no compensation for unused Bereavement Leave.

H. Family and Medical Leave

H.1 Family and Medical Leave is unpaid leave with health insurance and it is a conditional benefit accorded employees who have successfully completed their probationary period,; who are planning to return to work; and who are solely absent for one or more of the following reasons:

- a. When the employee's spouse or domestic partner, child, parent or other member of the immediate household is seriously ill, and the employee must be absent from work to assist the ailing individual;
- b. When there is birth of an employee's child or the placement of a child with an employee for adoption or foster care, and the employee must be absent from work to assist with care giving;
- c. When an employee cannot perform her/his duties because of a serious health condition.

An employee may take up to twelve (12) weeks of Family/Medical Leave during a twelve month period measured backward from the date an employee uses any Family/Medical Leave. Employees must exhaust any Sick, Personal, or Vacation Leave balances, if available, during the Family/Medical Leave before utilizing unpaid Family/Medical Leave. The total maximum Family/Medical Leave, paid and unpaid, is twelve weeks.

H.2 A physician's certification is required.

H.3 Verbal notice of the beginning and end dates of planned Family/Medical Leave must be provided to the supervisor at least thirty (30) days in advance or as soon as practicable.

I. MASSACHUSETTS PARENTAL LEAVE ACT

The CHA will provide all eligible employees with unpaid parental leave as required by Massachusetts Law. According to Section 105D of the Massachusetts Fair Employment Practice Law, eligible employees are entitled to unpaid parental leave for a period not to exceed eight weeks for:

- the purpose of giving birth or for adopting a child under the age of eighteen (or a child under the age of twenty-three if the child is mentally or physically disabled).

Employees are eligible for leave under this law if:

- they have been employed with the CHA for at least three consecutive months as a full-time employee and,
- they provide the CHA with notice of at least two weeks of the need for leave, the anticipated date of departure, and intention to return.

Employees must provide the CHA written notice, at least two weeks prior, of the anticipated return to work date. Any leave under this section will be concurrent to FMLA leave if eligible.

Employees are entitled to a leave of absence in accordance with applicable provisions of the Massachusetts Parental Leave Act or Family Medical Leave. Benefits used under MPLA shall also be designated as time used under the Family Medical Leave in paragraph H. above.

J. Court Leave

J.1 Court Leave is paid leave, and is accorded to employees who are absent because they have been called for jury duty or subpoenaed to provide testimony arising out of their Authority employment. It is not accorded to employees who are defendants or engaged in personal litigation.

J.2 All remuneration, except travel and meal reimbursement, received by the employee for jury or witness service shall be turned over to the CHA. If an employee granted Court Leave is excused by the appropriate court authority, s/he shall report to work at CHA whenever there are four hours remaining in the work day.

J.3 Employees must submit documentation to certify the date and time served, and the remuneration received.

J.4 A copy of the court subpoena or summons must be filed with the employee's supervisor.

K. Discretionary Leave of Absence

K.1 Discretionary Leave of Absence is leave without pay or benefits, and it may be accorded to employees who have exhausted their paid Vacation and Personal Leave and who are absent from work for reasons other than Family/Medical or Worker's Compensation Leave. The Leave may be available for a period up to six (6) months.

K.2 Any request for Discretionary Leave must be submitted to the Executive Director with a copy to the employee's supervisor containing the reason for the request and its planned duration. In considering such request the Executive Director shall consider the staffing needs of the Authority, the impact of the absence of the employee, and the compelling reason(s) underlying the request.

K.3 Provided that the employee returns within the approved Discretionary Leave time period, s/he shall be entitled to return to the same, or similar, position with restoration of those employment benefits s/he was receiving on the date the Discretionary Leave of Absence period commenced. The Authority shall not be required, however, to restore the employee returning from approved Discretionary Leave to his/her former position in the event that other employees of equal length of service and status in the same or similar position have been separated due to economic conditions or other changes in operating conditions affecting employment during her/his Discretionary Leave of Absence.

K.4 During a Discretionary Leave of Absence the employee shall not accrue benefits (vacation, sick time, holiday pay, etc.), nor shall the CHA be responsible for benefit premiums (medical insurance, etc.) or employee personal payments (credit union, etc.)

L. Military Leave

L.1 Any employee who leaves his/her position to enter military service in time of war or national emergency, as declared by the President, or who is drafted shall be granted military leave of absence without pay with no loss of seniority provided he/she makes application for re-employment after discharge within the time limit established by statute. He/she shall be restored to her/his former position or to a position of equal grade for which s/he is qualified, together with benefits as they existed on the date Military Leave commenced. The provisions of the United States Employment and Reemployment Act (USERRA) apply to CHA employees covered by this paragraph.

L.2 Leave of absence with pay shall be granted to an employee who is a member of the National Guard or the Military Reserve to fulfill his/her annual tour of duty requirement. This leave period is normally two weeks. The employee shall be paid the difference between the compensation for such service and her/his CHA regular salary.

M. Probationary Period

M.1 Employees shall serve a probationary period of 1040 hours of actual work. Employees will serve a new probationary period of 1040 hours of actual work upon promotion.

N. Workplace Behavior

N.1 Listed below are some of the rules and regulations of the CHA. This list is not intended to be all-inclusive. The following are merely examples of behavior and conduct that the CHA considers inappropriate and which could lead to disciplinary action, up to and including immediate termination of employment without prior warning:

1. Violating the CHA's nondiscrimination or sexual harassment policy;

2. Fighting or using obscene, abusive or threatening language or gestures with anyone;
3. Reporting to work intoxicated or under the influence of non-prescription drugs;
4. Stealing;
5. Falsifying employment or other records;
6. All employees are expected to be regular in attendance, prompt in reporting to work for your regular starting time, and present for scheduled hours. Establishing a pattern of excessive absenteeism or tardiness is unacceptable behavior. Absenteeism or tardiness that is unexcused or unnecessarily excessive in the sole judgment of the CHA is grounds for disciplinary action, up to and including dismissal;
7. Illegally possessing, using, selling, distributing, or transporting drugs on the premises.
8. Having unauthorized firearms or any weapons on our premises or while on business.
9. Disregarding safety or security regulations.
10. Engaging in insubordination.
11. Failing to maintain the confidentiality of the CHA, its tenants or clients.

N.2 Drugs and Alcohol

It is the policy of the CHA to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. In this connection, the unlawful manufacture, distribution, dispensation, possession, sale, or use of

a controlled substance in the workplace or while engaged in CHA business off premises is strictly prohibited.

The CHA prohibits employees from reporting to work under the influence of alcohol, illegal drugs or controlled substances. Employees are also prohibited from possessing, using, selling, or distributing alcohol, illegal drugs or controlled substances on CHA premises or while the employee is otherwise representing the CHA in any capacity. Any employee who is taking medication prescribed by a licensed medical professional that may have an effect on his/her ability to perform his/her job duties in a safe and effective manner must immediately advise his/her manager or supervisor. Violation of this policy will result in immediate termination.

N.3 Workplace Violence

The CHA has a zero tolerance policy towards any acts of workplace violence. Bringing weapons to work or engaging in any acts of violence or threats of violence against any the CHA employee or visitor will not be tolerated under any circumstances. Any willful damage to the CHA property will also not be tolerated. Any violations of this policy will result in immediate termination as well as possible arrest and prosecution by the appropriate law enforcement authorities.

O. Termination

O.1 If you resign, although not required, we request that you give us at least thirty (30) days' notice, if possible, to provide ample time to find a replacement for you.

O.2 As mentioned elsewhere in this handbook, you are an "employee at will," which means there is no guarantee of continuing employment. This also means that by law, your employment may be terminated for any reason, or for no reason. Thus, although the CHA hopes that our relationships with all employees

are long term and mutually rewarding, we reserve the right to terminate the employment relationship at any time, with or without cause or notice.

O.3 If you are scheduled to work and do not show or do not call then it will be considered an abandonment of your employment and will be documented as a voluntary termination.

O.4 In addition to payment for all hours worked but not yet paid for, employees terminating employment for any reason are entitled to payment for all accrued unused vacation time.

P. Promotions/Reviews

P.1 Wage increases are based on several factors: your job performance, frequent reviews, budgetary issues, and any other factors that involve your performance. We also know that to ensure your best job performance, it is important that you be recognized for good performance and that you receive appropriate suggestions for improvement when necessary. Consistent with this goal, your performance will be evaluated by your immediate supervisor on an ongoing basis. You will also receive written evaluations from time to time.

P.2 All written performance reviews will be based on your overall performance in relation to your job responsibilities and will also take into account several factors, including but not limited to, your conduct, demeanor, and record of attendance and tardiness. In addition to the performance evaluations described above, your supervisor may evaluate your performance and meet with you at any time to advise you of the existence of performance or disciplinary problems.

Q. Anti-Discrimination and Workplace Harassment

There shall be no discrimination by the Authority on the basis of race, ancestry, creed, color, national origin, age, sex, sexual orientation, disability, genetic information, mental illness, or political affiliation.

The work environment shall be free from all forms of harassment or discrimination, and all employees shall be treated with respect, and courtesy.

Employees have the right to be free from discrimination or harassment in the workplace based on membership in any of the groups listed above. Employees also have the right to be free from sexual harassment in the workplace. This provision is not intended to supersede or be in conflict with the Authority's Workplace Harassment Policy. Employees should consult the Workplace Harassment Policy for a complete understanding of their rights and procedures available.

R. Safety

It is the policy of the CHA to establish a safe and healthy working environment, promote the elimination of personal injury, occupational disease, and damage to the CHA property. Safety is a condition of employment. Your cooperation with and adherence to safety rules will help in this important function. In addition, individual departments may have additional safety rules that must be followed. Violations of safety rules, as with other work rules, may result in disciplinary action, up to and including termination.

S. Health Benefits

S.1 All employees who regularly work 20 hours per week shall be entitled to the Authority's current Health and Life Insurance Program at the current rate of contribution as established by the Commonwealth's Group Insurance Commission.

The current plans are administered by the Commonwealth's Group Insurance Commission (GIC).

S.2 Employees who decline to participate in the Group Health Insurance program offered by the Chelsea Housing Authority and are covered by another health insurance program as required by Law shall receive a \$1,200 annual stipend *in lieu* of health benefits. Employees will receive the \$1,200 payment

after the conclusion of the fiscal year in which he/she did not participate in the Group Health Insurance program.

S.3 Dental Insurance benefits shall be provided.

T. Contributory Retirement Plan

All permanent employees of the CHA shall participate in the City of Chelsea Contributory Retirement Plan. The CHA shall continue to contribute to this program on behalf of employees in accordance with the requirements of the City of Chelsea Contributory Retirement Plan.

U. Electronic Communications

The following is an explanation of Chelsea Housing Authority (CHA) email, voice mail, Internet access and computer use policy. Essentially it says that you are welcome to use CHA's electronic systems for your personal use within reason, but you should be aware that the systems belong to CHA. Please read the policy carefully. It explains your rights and responsibilities as an employee and it explains CHA's rights and responsibilities as your employer.

The CHA provides Internet access, email, word processing systems, and voicemail as a business tool. Appropriate use of this technology will make us all more effective in our jobs. An employee may use these systems to receive or prepare personal, non-work related documents and information, provided that it does not interfere with the performance of your duties. All of these systems may be reviewed and accessed at any time by the Authority, without prior notice to you. Therefore, you should not prepare, receive or maintain personal or private information on the word processing, electronic mail or voice mail systems that you do not want accessed by the Authority.

All CHA policies pertaining to the proper conduct of business apply to the use of word processing, electronic mail, voice mail and the Internet, including but not limited to the CHA policy against harassment.

Ownership of Computer Information:

CHA's systems are the exclusive property of CHA. All information and messages that are created, sent, received, accessed or stored on these systems constitute Authority records. All CHA related work created on CHA systems is the property of CHA. Each individual is responsible for controlling access to and use of his/her workstation. No one should add or load any software to the Authority's systems without express authorization of management.

Business Use:

The Authority's systems are to be used primarily to conduct CHA business, but reasonable personal use is permitted when such use is made on personal time. Personal use must conform to the standards of propriety set forth in this policy, including but not limited to the CHA policy against harassment.

No Presumption of Privacy:

Communications on CHA's systems are not private and security cannot be guaranteed. CHA reserves the right to monitor, access and disclose the documents saved, messages sent or Internet sites visited at its sole discretion. In addition, CHA may choose to monitor, access and disclose messages as part of an audit of electronic mail usage or in connection with an investigation. In appropriate cases, electronic mail messages, voice mail messages, saved documents and/or Internet related information might be disclosed to law enforcement officials without prior notice to the author/sender or the recipient. CHA will not regularly monitor personal communications, so long as there is no reason to believe that the person is violating the content and usage guidelines set forth in this policy, or has no other business reason to review personal

communications. Be aware that the Authority's computer system automatically stores or records information saved in word processing applications or transmitted via email, and that pressing the "delete" button will not affect this backup storage mechanism.

All persons should assume that any communications that they create, send, receive, or store on the Authority's systems might be read and/or heard by someone other than the intended recipient. Further, the Massachusetts Secretary of State considers e-mail to be a public record, and therefore subject to the Massachusetts Public Records Law, MGL, c.66, §10 and should be retained accordingly. Should anyone have any questions about what comprises confidential or sensitive information, he or she should consult with the Deputy Director.

CHA Right to Monitor:

CHA will not routinely monitor messages on the Authority's systems but does reserve the right to monitor, access, retrieve, read and disclose such communications when there is a business need to do so, or to ensure compliance with this policy and the Authority's policy against harassment.

Message Restrictions:

Communications originated on the Authority's systems shall not have content that a reasonable person would consider to be defamatory, offensive, harassing, disruptive, or derogatory.

In addition, sending or communicating proprietary information of CHA or a CHA client outside of the Authority is prohibited.

Violations:

Violations of this policy may result in suspension of computer privileges or disciplinary action, up to and including termination. The Authority reserves the right to hold the person personally liable for any violations of this policy and anything arising out of the personal use of the Authority's systems.

RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge receipt of The Chelsea Housing Authority’s Exempt Non-Union Personnel Plan. I understand that the information in The CHA’s Plan represents guidelines only and that the CHA reserves the right to modify the plan or amend or terminate any policies or procedures, whether or not described in the plan at any time.

I understand that the plan is not a contract of employment, express or implied, between me and The Chelsea Housing Authority and that I should not view it as such, or as a guarantee of employment for any specific duration. Nothing in this receipt or acknowledgement is intended to create, expressly or implied, a contract, a guarantee of continued employment for any period of time, or to alter the employment at will relationship in any way.

I understand that my employment at all times is an “employee at will.” I further understand that no Manager or representative of The Chelsea Housing Authority has any authority to enter into any agreement guaranteeing employment for any specified period of time.

_____	_____	_____
(Print Name of Employee)	Employee’s Signature	Date

_____	_____	_____
(Print Name of Management Witness)	Signature of Management Witness	Date

Exhibit A

Positions covered by this Plan:

Deputy Director

Accounting Manager

Director of Maintenance & Modernization

Maintenance Supervisor and Procurement Officer

Leased Housing Coordinator

Director of Supportive Services/Occupancy