

**COMMONWEALTH OF MASSACHUSETTS
CIVIL SERVICE COMMISSION**

One Ashburton Place: Room 503
Boston, MA 02108
(617) 727-2293

SANDRA REDISH,
Appellant

v.

**BOSTON HOUSING
AUTHORITY,**
Respondent

Case No.: D1-13-143

DECISION

Pursuant to G.L. c. 31, § 2(b) and/or G.L. c. 7, § 4H, a Magistrate from the Division of Administrative Law Appeals (DALA), was assigned to conduct a full evidentiary hearing regarding this matter on behalf of the Civil Service Commission (Commission).

Pursuant to 801 CMR 1.01 (11) (c), the Magistrate issued the attached Tentative Decision to the Commission. The parties had thirty (30) days to provide written objections to the Commission. No objections were received.

After careful review and consideration, the Commission voted to affirm and adopt the Tentative Decision of the Magistrate in whole, thus making this the Final Decision of the Commission.

The decision of the Boston Housing Authority to terminate Ms. Redish is affirmed and Ms. Redish's appeal under Docket No. D1-13-143 is hereby *denied*.

By vote of the Civil Service Commission (Bowman, Chairman; Ittleman, McDowell and Stein, Commissioners) on June 12, 2014.

A true record. Attest.

Christopher C. Bowman
Chairman

Either party may file a motion for reconsideration within ten days of the receipt of this Commission order or decision. Under the pertinent provisions of the Code of Mass. Regulations, 801 CMR 1.01(7)(1), the motion must identify a clerical or mechanical error in this order or decision or a significant factor the Agency or the Presiding Officer may have overlooked in deciding the case. A motion for reconsideration does not toll the statutorily prescribed thirty-day time limit for seeking judicial review of this Commission order or decision.

Under the provisions of G.L. c. 31, § 44, any party aggrieved by this Commission order or decision may initiate proceedings for judicial review under G.L. c. 30A, § 14 in the superior court within thirty (30) days after receipt of this order or decision. Commencement of such proceeding shall not, unless specifically ordered by the court, operate as a stay of this Commission order or decision.

Notice to:
Kareem Morgan, Esq. (for Appellant)
Jay S. Koplove, Esq. (for Respondent)
Richard C. Heidlage, Esq. (Chief Administrative Magistrate, DALA)

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Division of Administrative Law Appeals

Sandra Redish,
Appellant

v.

Docket No. D1-13-143
DALA No. CS-13-474
DATED: April 4, 2014

Boston Housing Authority,
Appointing Authority

Appearance for Appellant:

Kareem Morgan, Esquire
Sandulli and Grace
44 School Street
Suite 1100
Boston, MA 02108

Appearance for Appointing Authority:

Jay S. Koplove, Esquire
Boston Housing Authority
52 Chauncy Street
Boston, MA 02111

Administrative Magistrate:

Judithann Burke

CASE SUMMARY

The Appointing Authority, Boston Housing Authority, proved that there was just cause to terminate the employment of the Appellant, a leasing officer. A preponderance of the evidence reflects that the Appellant falsified the signatures of several housing clients on myriad federal forms in the interest of administrative ease and to the detriment of the Boston Housing Authority. Further, she has refused to acknowledge any wrongdoing and has consistently been less than truthful regarding the matter, including falsely incriminating her co-workers.

TENTATIVE DECISION

Pursuant to G. L. c. 31, §§ 41-45, the Appellant, Sandra Redish, is appealing from the June 6, 2013 action of the Appointing Authority, Boston Housing Authority (BHA), discharging her from her position as leasing officer. (Exhibit 1.) The appeal was timely filed.

A Section 43 hearing was held on September 20, 2013, and was continued to October 2, 2013 when it was heard to completion at the offices of the Division of Administrative Law Appeals, One Congress Street, 11th FL, Boston, MA.

At the hearing, fourteen (14) exhibits were marked. The Appointing Authority presented the testimony of the following witnesses: Peggy Daly, BHA Manager; [REDACTED], BHA tenant and complaining witness; Kelly Cronin, Director of BHA's Public Housing Department; Laureen McCollin-Gopie, the Appellant's direct supervisor at the BHA; Jennifer Reed, an assistant at Massage Envy; and Paul Acampora, Alfred Marra and Louise Capone, all BHA leasing officers. The Appointing Authority also called the Appellant and Regina Dennis, the Appellant's former supervisor at the BHA, as adverse witnesses. The Appellant presented the testimony of: Paula Saba, former Chief of the BHA Leased Housing Program; and, Christine Curry-Bresnahan, a former co-worker of the Appellant. The hearing was digitally recorded.

The record was left open for the filing by the parties of post-hearing memoranda of law and proposed findings of fact. The Appointing Authority's brief was received on December 3, 2013. The Appellant did not file a post-hearing brief. The record closed on December 6, 2013.

FINDINGS OF FACT

Based upon the testimony and documents submitted at the hearing in the above-entitled matter, I hereby render the following findings of fact:

1. The Appellant, Sandra Redish, was employed by the Boston Housing Authority (BHA) for eighteen (18) years until her discharge on June 7, 2013. She held several positions, the most recent being that of leasing officer. (Cronin and Appellant Testimony.)
2. On March 8, 2013, [REDACTED] ([REDACTED]), a tenant of the BHA, went to the BHA Headquarters in order to obtain approval to move from her current location to

another BHA property. BHA must approve all such changes. She met with Peggy Daly (Daly), Renewal Manager in the Section 8 Tenant Based Program.

([REDACTED] and Daly Testimony.)

3. During the meeting with Daly, [REDACTED] mentioned that her son no longer lived with her, and that she had a family composition of three people, including herself and her two daughters. She noted that she had requested that the Appellant remove her son's name from the family composition back in 2010. Daly indicated that according to [REDACTED]'s file, her son was still considered a member of her household. (*Id.*)
4. [REDACTED] insisted that she had removed her adult son from the family composition. The situation was significant because if her son was living elsewhere, and earning income, his income would be attributed to [REDACTED]'s household income unless he was removed from her family composition. The effect was to increase [REDACTED]'s total household income and ultimately decrease her payment subsidy. (*Id.*)
5. [REDACTED] asked to see her entire file and Daly provided it to her. [REDACTED] saw several pages of HUD forms which required that she, the HUD voucher holder, affix her signature. [REDACTED] informed Daly that on a number of the pages where her signature was required, someone else had signed her ([REDACTED]'s) name. These forms included authorizations to obtain confidential and private income information and other information from third parties, acknowledgement of income forms, forms that required the signatures of [REDACTED]'s children, and/or all of the leasing documents from the years 2009 and 2011 which required [REDACTED]'s or her family members' signatures. [REDACTED] grew angry and demanded that the BHA look into the matter of the "forged" documents immediately. (*Id.* and Exhibits 2-6 and 8.)

6. The Appellant had served as [REDACTED]'s leasing officer on diverse dates. She had signed [REDACTED]'s name to a document entitled "Leased Housing Quality Control Form" on August 24, 2011 (Exhibit 4), a "Family Obligations Form" on August 24, 2011 (Exhibit 5), and a family composition form, also on August 24, 2011. Further, the annual recertification form box for indicating family-received employment income was checked "no", however, [REDACTED]'s adult daughter actually had income that was not included. There were also unsigned reports that required [REDACTED]'s signature concerning smoke detector installation and unsigned family obligation forms spanning several years. (Exhibit 6 and [REDACTED] Testimony.)
7. The Appellant had also signed the names of [REDACTED]'s children to the Recertification Questionnaire on August 24, 2011. (Exhibit 6 and [REDACTED] Testimony.)
8. [REDACTED] also viewed her purported signed recertification on June 25, 2009 at which time the Appellant was also her leasing officer. She had not signed the document herself. Her name was also written on the Privacy/Release Authorization, the Family Obligations document, and the Lead Testing Certification. She not only did not sign the 2009 paperwork, but she was never asked to appear at the BHA to sign any documents in 2009. ([REDACTED] Testimony and Exhibits 8-10.)
9. On May 31, 2011, the scheduled date of her recertification at BHA Headquarters, [REDACTED] had been unable to attend because her daughter was giving birth to a grandchild. She called the Appellant and asked whether the latter wanted to go over some of the necessary but missing information that was needed on the recertification form over the phone. The Appellant said "no", but that she would reschedule their meeting. She never did so. ([REDACTED] Testimony and Exhibit 7.)

10. The Appellant acknowledged that she affixed [REDACTED]'s "signature" to these documents. (Petitioner Testimony).
11. [REDACTED] had never given the Appellant the authority to affix her name to any BHA paperwork. ([REDACTED] Testimony.)
12. Even if [REDACTED] had called and informed the Appellant that she was unable to come into the BHA offices to sign the paperwork, the BHA would be required to send the necessary documents to [REDACTED] in order for her to sign them at home and return them. (Cronin Testimony.)
13. All of the aforementioned forms state on their face that true and accurate answers are required. The Annual Recertification Questionnaire requires tenant certification under pains of perjury that the income as reported is true and correct, and, that the tenant certify other material facts including lack of criminal activity, installation of a smoke detector, and a general declaration of the Head of Household, all under the pains and penalties of perjury. (Exhibits 4-6 and 8.)
14. Even if [REDACTED] had given the Appellant permission to sign the forms, such action would have violated HUD regulations and federal laws which concern misrepresentations on government forms. 18 USC § 1001 (a) provides:
 - (a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and wilfully--
 - 1) Falsifies, conceals, or covers up by any trick, scheme or device a material fact;
 - 2) Makes any materially false, fictitious, or fraudulent statement or representation; or
 - 3) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry;
 - a. Shall be fined under this title, imprisoned for not more than 5 years....

(Cronin Testimony and Administrative Notice.)

15. Kelly Cronin (Cronin), the BHA Director of Tenant Based Rental Assistance, and Theresa Antonio (Antonio), Cronin's Assistant Director, commenced an investigation.

They reviewed [REDACTED]'s file and randomly selected other case files assigned to the Appellant at the commencement of their investigation. They discovered that the Appellant's files were rife with errors such as failures to obtain signatures, failure to include tenant income in the rent calculations, income that was not verified by a third party as required, and failure to verify assets of tenants. Of the twenty (20) randomly selected files that Cronin and Antonio reviewed, fifteen (15) had serious problems and twelve (12) had significant and potentially incompetent or intentionally made errors, all in favor of tenants. These errors cost overpayments by the BHA in an amount far exceeding fifty thousand dollars (\$50,000). (Cronin Testimony.)

16. One of the more glaringly erroneous and mishandled cases assigned to the Appellant concerned the tenancy of a Boston School District employee whose annual recertification date was on or about June 1 every year. In 2010, the Appellant miscalculated this tenant's annualized rent by not factoring in the correct value based upon a 42-week payment, which is the method for teacher's salaries. The Appellant caused this tenant to initially overpay her rent by ninety-five dollars (\$95) per month. The tenant returned with a letter from the School Department explaining that she was not employed during the summer months and that her rent should not be calculated on a fifty-two (52) week basis. The Appellant then recalculated the tenant's rent obligation completely incorrectly so that by the end of the process the tenant had a \$0 rent obligation notwithstanding her annual salary of over thirty thousand dollars (\$30,000). This in turn led to another regulatory violation, as tenants with \$0 income must recertify the lack of income every ninety (90) days. The Petitioner failed or refused to have the tenant come in every ninety (90) days to recertify that she was entitled to claim \$0 rent. The errors in this tenant's case file caused an overpayment by the BHA of \$13,348 over a two-year period. (*Id.*)

17. In another case assigned to the Appellant, the Head of Household removed a family member at her annual recertification in 2011, yet the Appellant failed to reduce the payment standard in accordance with BHA subsidy standards. At the 2012 recertification, the Appellant once again failed to apply the correct payment standard. These errors caused the BHA to overpay the rent of this tenant by approximately \$6,600. These were not the only errors discovered in this file. At the 2011 annual recertification, the Appellant failed to request verification of the two asset accounts clearly listed on the tenant-provided paystubs, failed to obtain two adult family member signatures on the Leased Housing Questionnaire, and accepted an incomplete lead testing certification for the four (4) year old child in the family household. She assessed the tenant on only seven thousand dollars (\$7,000) out of twenty seven thousand dollars (\$27,000) of total family earnings. At the 2012 annual recertification, the Appellant failed to request verification of the four (4) asset accounts listed on the tenant provided pay stubs and once again failed to obtain two adult family members' signatures on the Leased Housing Questionnaire. The errors committed by the Appellant regarding this case file amounted to an overpayment by the BHA of approximately twenty seven thousand dollars (\$27,000) over a two-year period. (*Id.*)
18. In another case, Cronin's audit revealed that the Appellant had noted that the family had \$0 income following the September 1, 2011 recertification. The file revealed that another recertification was done the following year which revealed that during the quarter immediately following the 2011 recertification, one of the members in this household earned thirty one thousand dollars (\$31,000) per quarter. Annualized, this meant that the family had yearly income in excess of one hundred twenty thousand dollars (\$120,000). Because the Appellant never called the family in until the following year, instead of the ninety-day (90) interval to reaffirm \$0 income status, the

tenants paid rent based on \$0 income and the BHA overpaid approximately nineteen thousand fifty dollars (\$19,500). (*Id.*)

19. Other costly errors concerned the Appellant's handling of "lease amendments." These amendments occur when a landlord feels that his/her property has a higher market value than that which the BHA has assigned, or the "market rent". Out of the twenty (20) files pulled for audit, five (5) of them contained lease addendums which raised the BHA contract rent. This meant more money paid to the property owners. In these five cases, the lease addendums had never been signed by the property owners. This led to payments to the owners in amounts in excess of those set forth in the BHA payment subsidies. All lease amendments must be agreed to by the owners, but in these five (5) cases, this did not occur. Failing to properly process lease addendums could cause a tenant to pay more. Here, the Appellant's actions benefited the tenants and caused overpayments by the BHA. In the five cases where there were unsigned lease amendments, the BHA over paid approximately seven thousand dollars (\$7,000). (*Id.*)
20. On April 23, 2013, a meeting was convened which included Cronin, Antonio, the Appellant, Appellant's union representative, Appellant's counsel and the BHA Director of Human Relations. The allegations pertaining to the [REDACTED] file were called to the Appellant's attention. She was asked whether she had "forged" any HUD documents in [REDACTED]'s file. The Appellant responded that she was "indignant" that anyone would accuse her of such things and stated that she could not have affixed the signatures because she was on vacation on August 24, 2011 when the documents were signed. She added that she did not alter or sign for [REDACTED] in 2009 because her cubicle was moved around that time and all of her files had gone missing. (*Id.*)

21. The BHA proceeded to investigate the Appellant's claims and learned that she had not been on vacation on August 24, 2011. At a later date, when confronted with the BHA's findings, the Appellant stated that the files had to have been materially altered by someone else because she had lost the [REDACTED] file. She failed to explain the nexus between the file going missing and being altered. (*Id.*)

22. The Appellant was placed on administrative leave without pay some time on or about May 7, 2013. (*Id.* and Exhibits 1 and 11.)

23. On May 16, 2013 the Appellant, who is of African-American descent, filed a complaint with the Massachusetts Commission Against Discrimination (MCAD), signed under the pains and penalties of perjury. The complaint contained statements that were inconsistent with her verbal statements to BHA staff on April 23, 2013. In the complaint, the Appellant initially noted that she had not signed the [REDACTED] documents and that another leasing officer, L.C. had originally handled [REDACTED]'s file. In a separate paragraph in the complaint, the Appellant then alleged that she had signed certain items for [REDACTED] and her family (without specifying which documents) not only in 2011 but also in 2009. She added that she had "discussed this issue with the former Director of Leased Housing, Mr. David Gliesch (*sic*), and explained the circumstances and he had stated that he understood and did not take any further disciplinary action." The Appellant's former supervisor, Attorney David Gleich, is now employed in a private sector consulting firm.

In the MCAD complaint, the Appellant went on to grieve that none of the Caucasian leasing officers who carried on the same practices as she had been disciplined. She indicated that she believed Ms. Cronin had audited her files so as to look for issues with her work, while the same practices had been overlooked in the cases of the white staff members. She listed these co-employees by use of their initials: L.C., P.A., and R.C. (Appellant Testimony and Exhibit 11.)

24. On May 30, 2013, the BHA held a termination hearing at which the Appellant appeared with her union representative. She testified that she had signed [REDACTED]'s name to the leasing documents because it was a common, accepted BHA practice that was authorized and expressly approved by her then supervisor, Mr. Geich. When Mr. Geich denied via telephone testimony that he had ever approved any leasing officer signing the name of a tenant in his/her own hand, the Appellant then stated that she had signed the names of [REDACTED]'s children because they were in danger of losing their subsidies. She also stated that, because [REDACTED] had cancelled her recertification appointment in 2011, she had put her family in danger of losing their voucher on timeliness grounds. This was incorrect. [REDACTED] was never in danger of losing her voucher. During her September 2013 hearing testimony, the Appellant stated that she was just "doing her job" when she signed [REDACTED]'s names to the federal documents. (Cronin and Appellant Testimony.)
25. The Appellant was never encouraged or authorized by any BHA supervisor to sign a tenant's name to any federal housing documents. (*Id.*, Gopie, Saba and Dennis Testimony.)
26. After the Appellant filed the MCAD complaint in mid-May 2013, the files of the co-workers whom she had noted therein were audited. Cronin and Antonio reviewed approximately twenty (20) cases of each individual named by the Appellant. Neither found any significant errors of computation, apparent alteration of forms, or other misconduct that violated federal law. (Cronin Testimony.)
27. During her September 2013 hearing testimony, the Appellant avowed that she had been trained by co-worker Paul Acampora on her first day as a leasing officer in 2006. She indicated that he told her it was common practice for leasing officers to sign tenants' names under pains and penalties of perjury, as well as taking information

from third party income sources and signing off on them as well. She was unable to name anyone but Acampora who engaged in this practice. (Appellant Testimony.)

28. Paul Acampora denied that he had been asked to train the Appellant or that he ever told her it was permissible for a leasing officer to sign a tenant's name to federal documents. He denied ever doing so himself. (Acampora Testimony.)

29. During her testimony at the same hearing, the Appellant claimed that Louise Capone had signed her (the Appellant's) name to a leasing document and had informed her that "we all do this all the time to help people out." The document that the Appellant claimed Capone signed her name to was a BHA voucher for Capone's niece. Capone's niece was not already in a BHA program. (Appellant Testimony.)

30. The document upon which the Appellant testified that Capone had signed her name was never produced during the hearing. In actuality, Capone had discovered the name of the file on her case list, recognized it to be that of a family member, and immediately turned the file over to her supervisor, Ms. Sabra. Capone did not work on her niece's file at all. BHA employees are prohibited from working on cases involving relatives. Capone never signed a tenant's name to any federal document. (Capone Testimony and Exhibits 13 and 14.)

31. The Appellant was terminated from her employment with the BHA on June 6, 2013. (Exhibit 1.)

32. She filed a timely appeal.

CONCLUSION

After a careful review of all of the testimony and documents submitted at the hearing in the above-entitled matter, I have concluded that the Appointing Authority had just cause to terminate the Appellant from her employment as a leasing officer with the BHA. A preponderance of the evidence reflects that she violated 18 USC § 1001 (a) by wilfully including falsified documents in the tenant's files inasmuch as the documents had never been

signed by the tenants. These practices resulted in material changes to the rents of the tenants in question and tens of thousands of dollars in overpayments by the BHA.

The Appellant completely disregarded the provisos on the critical documents that called for the tenant's and family member's signatures "under the pain and penalties of perjury." Instead, in the interest of administrative ease and moving her case log along, or by virtue of some misplaced "Robin Hood" complex, and/or by virtue of mere incompetence, she committed errors that cost the BHA substantial sums in overpayments and impaired said agency's ability to provide low-income housing according to the funding requirements of the Section 8 low-income housing program.

The Appointing Authority is correct in its contention that the purpose of Civil Service law is to protect "...efficient public employees from partisan political control []"...and not to prevent the removal of those who have proved to be incompetent or unworthy to continue in public service."

We agree that, in order to carry out the legislative purpose, the appropriate inquiry is whether the employee has been guilty of substantial misconduct which adversely affects the public interest by impairing the efficacy of the public service. *Murray v. Justice of the Second Dist. Court of Eastern Middlesex*, 389 Mass. 508, 514-515 (1983).

In this case, the misconduct committed by the Appellant so adversely affected the workings of the Section 8 program that the Appointing Authority had the right to discipline her in any way it deemed necessary. Her multiple, fla[REDACTED] errors and her subsequent efforts to undermine the seriousness of her conduct all support the proposition that the BHA must sever ties with her notwithstanding its failure to invoke progressive discipline.

Progressive discipline is inapt in the case of this Appellant, who throughout the review of her case, proved herself to be a perpetual prevaricator. She told several different stories which included versions about vacations, missing files and moved cubicles. She repeatedly contradicted her previous statements. She showed no remorse or concern over the

consequences her behavior wrought on her employer and the public coffers. Not least of all, she attempted to impugn the integrity of several former supervisors and co-workers by naming them as participants in a plan to cut corners and defraud the BHA. Her allegations also included unsubstantiated accusations of racial bias and employment discrimination.

The record reflects that the Appointing Authority acted without any political motivations and made its decision to terminate the Appellant's employment based upon rational and applicable standards of expected conduct. The Appellant was confronted and provided no rational explanations, but rather gave different explanations for her behavior. After several implausible or untruthful scenarios had been put forth, she eventually admitted signing off with other persons' names on federal government forms as to material subjects and facts. The Appointing Authority proved that its action was based on the facts in the case and not on political considerations, favoritism or racial bias.

It would be unreasonable to allow an employee to continue working on sensitive financial and housing cases after she showed blatant disregard of the law and the consequences to her tenants and the BHA as well as her non-complicit co-workers. The decision of the BHA terminating the employment of the Appellant, Sandra Redish, is affirmed.

Division of Administrative Law Appeals,
BY:

Judithann Burke
Administrative Magistrate

DATED: April 4, 2014