

COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
THE
FALMOUTH HOUSING AUTHORITY
AND
AFSCME COUNCIL 93 LOCAL 1636
FALMOUTH HOUSING AUTHORITY
EMPLOYEES
2019 - 2022

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**FALMOUTH HOUSING AUTHORITY/AFSCME CONTRACT
JULY 1, 2019 THROUGH JUNE 30, 2022**

ARTICLE 1: RECOGNITION

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.

ARTICLE 2: UNION MATTERS

- 2.1 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.

Employee Rosters: Upon signing of this Agreement, and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by the agreement. The list shall include the employee's legal name, home address, phone number, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated or transferred employees during the month.

Orientation: When the Employer hires new employees who are members of the bargaining unit, one-half hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union Stewards upon the hiring of a new employee.

- 2.2 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.

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

- 2.5 Discrimination and Coercion: 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.

- 2.6 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

ARTICLE 3: EMPLOYMENT – GENERAL AND RECORDS

- 3.1 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.
- 3.2 Discipline and Discharge: Each employee is responsible for meeting or exceeding job requirements and for observing regulations necessary for the proper operation of the Housing Authority. Individuals may be disciplined for actions that are not in accordance with conduct expected of Housing Authority employees. If

discipline is required, the following disciplinary actions are designed for everyone's protection and for the interests of the Housing Authority. All steps will be documented.

Step 1. Oral reprimand (minor infractions): When a supervisor perceives an employee's performance problem, the problem will be discussed between the employee and supervisor (Executive Director and/or Union Steward will also be present if requested by either party). Supervisor will prepare a memo for the employee's personnel file about the conversation.

Step 2. Written warning (second offense or more serious infractions): If the problem persists, or more problems emerge, the supervisor will provide the employee with a written warning detailing the objectionable behavior along with the consequences. The warning will specify the timeframe within which performance must improve and state that continued failure will result in termination. A copy of the warning will be placed in the employee's personnel file.

Step 3. Final written warning/suspension: If performance does not improve, the supervisor will provide the employee with a final written warning accompanied by possible probationary status or suspension. The final written warning will contain copies of the previous warnings, indicate specific areas in which the employee must improve, and specify the time period within which the employee's behavior or performance must be corrected. A copy of the final warning will be placed in the employee's personnel file.

Step 4. Termination: If the problem has not been resolved by the previous steps, a letter of termination will be provided to the employee that clearly states the reason(s) for dismissal.

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

3.3 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.

- 3.4 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.

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

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.

- 3.5 Probationary Period: 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.
- 3.6 Authority Supplied Tools and Equipment: 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.
- 3.7 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.

- 3.8 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.
- 3.9 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.
- 3.10 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.
- 3.11 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.
- 3.12 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.

ARTICLE 4: HOURS AT WORK

- 4.1 Hours of Work: 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.

- 4.2 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.

- 4.3 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.

The Falmouth Housing Authority requires that each staff take a meal period of at least thirty (30) minutes when scheduled to work six (6) hours or longer. Lunch breaks may be scheduled by the supervisors to ensure coverage in all departments; meals should be taken in the middle of the work day when possible.

- 4.4 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.

- 4.5 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.

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

ARTICLE 5: ABSENCES FROM WORK

- 5.1 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.

- 5.2 Vacations: 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.

5.3 Personal Leave: Each employee will receive three (3) personal days per fiscal year. There is no carryover of unused personal leave.

5.4 Sick Leave: 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.

5.5 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.

5.6 Parental Leave: 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.

5.7 Funeral Leave: 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	

5.8 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.

5.9 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.

5.10 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.

ARTICLE 6: WAGES AND OTHER BENEFITS

6.1 **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.

6.2 **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.

- 6.3 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.
- 6.4 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.
- 6.5 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.

- 6.6 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.

- 6.7 Part-Time Employees: 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.

ARTICLE 7: MISCELLANEOUS PROVISIONS

Reclassification

The Authority elects to reclassify positions every five (5) years. The Authority elects to reclassify a position based upon the agreement of the staff.

Weekly Pay and Direct Deposit:

All bargaining unit employees will be required to enroll in direct deposit at a financial institution of their choosing and shall receive paychecks weekly, subject to the Authority's implementation of weekly pay.

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.

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.

Should any provisions of this agreement be found to be in violation of any state or federal law or by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement, and any benefit privilege or working condition existing prior to this agreement, not specifically covered by this agreement, shall remain in full force and effect, and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiations between the parties.

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).

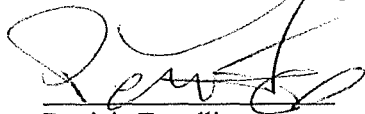
Drug Free Work Place. The Falmouth Housing Authority is a drug free workplace and all employees shall be required to read, acknowledge with a signature, and adhere to the Drug Free Policy of the Falmouth Housing Authority.

ARTICLE 8: CONTRACT PROVISIONS

- 8.1 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.

This agreement entered into this 21st day of July, 2020.

For the Falmouth Housing Authority:



Patricia Favulli
Chairperson
Commissioner, Chair

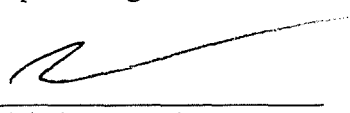


Sari Budrow
Commissioner, Vice-Chair

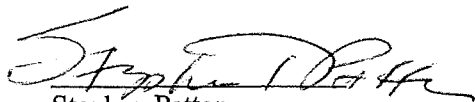
For AFSCME Council 93:

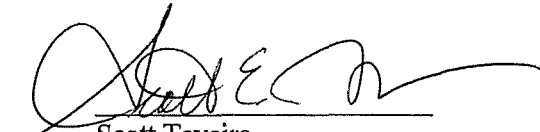


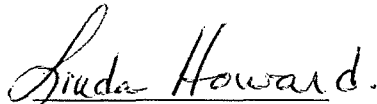
Jason Norton
Union Steward
Representing Maintenance

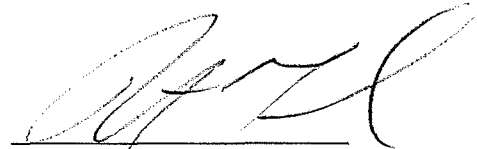


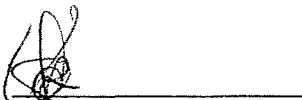
Nicholas Devonis
Union Steward
Representing Administration


Stephen Patton
Commissioner, Treasurer


Scott Taveira
Staff Representative
AFSCME Council 93


Linda Howard
Commissioner


Robert Mascali
Commissioner


Bobbi Richards
Executive Director

Encl: Approved Policy Attachments:

1. Mobile Device Policy
2. Nepotism Policy
3. Media Policy
4. Whistleblower Policy
5. Travel Policy
6. Pregnancy No Discrimination & Accommodation Policy
7. Breastfeeding Accommodation Policy
8. Drug Free Work Place Policy
9. Sexual Harassment Prohibition Policy
10. Office Closure Policy
11. Credit Card Use Policy
12. Infectious Disease – COVID 19 Policy

