

## MEMORANDUM OF AGREEMENT

The Falmouth Housing Authority, (hereinafter "the Authority"), and the American Federation of State, County and Municipal Employees, Council 93, Local 1636 (Falmouth Housing Employees Union), (hereinafter "the Union"), hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect for the three-year period from July 1, 2019 through June 30, 2022.

All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from July 1, 2016 to June 30, 2019 shall, except as modified by the terms of this Memorandum, be extended for a three-year period from July 1, 2019 through June 30, 2022.

All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreement unless otherwise provided for in this document.

Unless otherwise specified herein, all modifications of economic and non-economic working conditions will take effect as of the date of ratification of this Agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require the modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.

1. Article 1 Recognition

In the first sentence add "twenty (20) hours or more" after the word employees.

2. Article 2 Union Matters

Replace sections 2.1 and 2.2 in their entirety and replace with the following:

**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 this agreement. The list shall include the employees 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.

### 2.6 Union Positions

Replace the current language with the following:

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 (35 hours, note: 1/2 grant funded position)  
Receptionist (2 positions: 1 position 17.5 hours, 1 position 14 hours) P/T  
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)

## 3. Article 3 Employment – General and Records

### 3.3 Grievance and Arbitration Procedure

Add the following to the first paragraph:

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.

### 3.4 Seniority and Job Posting and Bidding

#### e. Layoff and Recall

2. Recall – replace the current language with the following:

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 employee's responsibility to provide the Authority with documentation that they meet the minimum qualifications of the vacancy that is not a title they previously held

### 3.6 Authority Supplied Tools and Equipment

Add: 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.

4. Article 4 Hours of Work

Section 4.1 – Hours of Work

Replace the second paragraph with the following:

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.

Replace the third paragraph with the following:

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

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

Part-time employee's hours of work will be scheduled by the Executive Director.

4.2 Overtime

Replace the first two paragraphs with the following:

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.

Delete section 4.6 – Work on Non-Authority Owned Properties

4.3 Meal Periods

Add the following:

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 supervisors to ensure coverage in all departments, meals should be taken at the middle of the work day when possible.

4.7 Travel – Replace the current language with the following:

See attached Travel Policy

Employees will receive a minimum of thirty – five dollars per day for food expenses upon proof of receipt.

5. Article 5 Absences from Work

Replace Section 5.3 language with the following:

“Each employee will receive three (3) personal days per fiscal year”. There is no carryover of unused personal leave.

5.4 Sick Leave

add the following to the last paragraph:

Step Children, Step Parents and Parents.

5.7 Funeral Leave

Add: Step Child, Step Parents to the five (5) day category`

5.8 Court Leave

Add: Employee must submit proper documentation for court leave within the following pay period to be paid accordingly.

6. Article 6 Wages and Other Benefits

Section 6.1 Wages

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 1<sup>st</sup> of each year.

Delete: This contract will use a system in which the positions are listed along with an initial salary, a six – months in the position salary and a 12 months in the position salary.

Add: 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.

Section 6.2 On Call Fee

Replace the current language with the following:

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:

\$110.00 per week in FY 20

\$120.00 per week in FY 21

\$130.00 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 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.

#### Section 6.5 Training

Add the following:

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 not participate in mandatory trainings or not maintain required certifications. For certifications, refresher exams and testing will be paid by the Housing Authority.

#### Section 6.6 Clothing Allowance

Delete the current language and replace with the following:

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 used 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.

### 7. Article 7 Miscellaneous Provisions

Add: 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.

Add: 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.

Add: Annual Performance Review

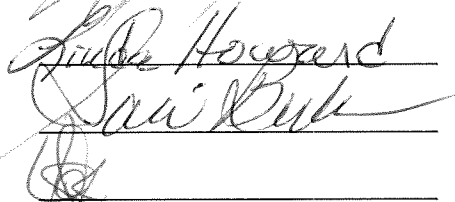
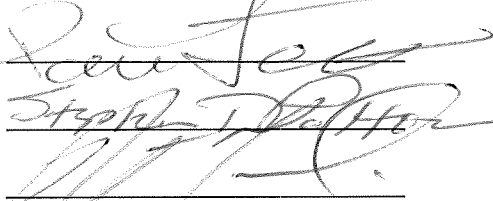
Employees will be evaluated on an annual basis by the Executive Director, this evaluation will be completed annually by October 1<sup>st</sup> of each year.

8. Article 8 Contract Provisions  
Section 8.1 Effective Date

July 1, 2019 – June 30, 2022

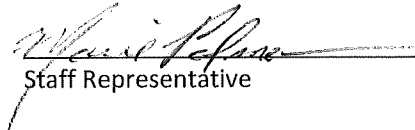
See attached employee handbook

FALMOUTH HOUSING AUTHORITY



Executive Director

AFSCME COUNCIL 93 LOCAL 1636



Staff Representative