

Agreement

between

Brockton Housing Authority

and



Administrative & Clerical Employees

January 1, 2008 – December 31, 2010

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ARTICLE 1 – DEFINITIONS

PERMANENT EMPLOYEE

An employee of the Authority filling a permanent position which is included in the schedule of positions in an approved operating budget and who has completed the six months probationary period with the Authority.

PROBATIONARY EMPLOYEE

An employee of the Authority during his or her first six months of employment with the Authority and who is filling a permanent position in an approved operating budget.

TEMPORARY EMPLOYEE

A part-time or full-time employee of the Authority, filling a position not established in the schedule of positions in an approved operating budget. Temporary employees cannot gain permanent status in the position.

TENURED EMPLOYEE (Excerpted from Mass. General Laws, Chapter 121B, and Section 29)

No employee of any Housing Authority, except an employee occupying the position of Executive Director, who has held his office or position, including any promotion or reallocation therefrom within the Authority for a total period of five years of uninterrupted service, shall be involuntarily separated therefrom except subject to and in accordance with the provisions of sections forty-one to forty-five, inclusive, of said chapter thirty-one of the General Laws to the same extent as if said office or position were classified under said chapter.

PART-TIME EMPLOYEES

A part-time employee is a permanent, probationary, or temporary employee working less than the normal work hours as defined herein. The Executive Director may approve employees working part-time, or may recommend the hiring of part-time employees only when he determines it to be advantageous to the department and the Brockton Housing Authority. Employees shall be allowed to maintain their part-time status only as long as it remains advantageous for the department and the Authority. A part-time employee working twenty or more hours a week will be entitled to employee benefits in proportion to the average number of hours worked per week. A part-time employee working less than twenty hours per week will not be entitled to employee benefits.

ARTICLE 2 – AGREEMENT

This Agreement made the first day of January, 2008, between the Brockton Housing Authority (hereinafter referred to as “the Authority”) and the Brockton Housing Authority Administrative and Clerical Union affiliated with the Service Employees International Union Local 888 (hereinafter referred to as “the Union”).

Section 1. Basic Principles

Progress demands a mutuality of confidence between the Authority and the Union. It is the intent and purpose of this Agreement to establish a working system which should improve the relationship between the parties hereto, and provide an orderly, rational, common sense method of adjusting any differences, misunderstandings or grievances in regards to wages, hours of work, working conditions and other terms and conditions of employment. Now, therefore, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

Section 2. Effective Date

This Agreement shall remain in full force and effect during the period of January 1, 2008 through December 31, 2010, and from year to year thereafter unless ninety (90) days prior to the termination date a written notice to change, modify or terminate is given by either party.

None of the agreed terms are to be deleted or taken away at any time during the term of this Agreement.

This Agreement may be amended at any time by mutual consent of both parties providing both parties are notified in writing thirty (30) days preceding the date to reopen. Any amendment shall be made in writing signed by the parties and amended hereto.

ARTICLE 3 – RECOGNITION

The Authority recognizes the Union as the exclusive bargaining representative for the purposes of bargaining wages, hours, and other conditions of employment for the following employee job classifications:

Unit A

Asset Manager I, Asset Manager II, Leased Housing Administrator, Tenant Selection Supervisor, Family Self-Sufficiency Coordinator, Modernization Technical Assistant, Purchasing Agent.

Unit B

Rent Collection Supervisor, Bookkeeper, Rental Assistance/Homeownership Office Manager, Tenant Selection Office Manager, Maintenance Office Manager, Modernization Office Manager, Asset Manager III, Tenant Selection Leasing Agent, Accounts Receivable Clerk, Clerk Stenographer, Telephone Operator/Receptionist/Cashier Clerk Typist, Cashier Clerk Typist, Homeownership Leasing Officer, Affordable Housing Asset Manager.

ARTICLE 4 – UNION SECURITY

Section 1.

As a condition of employment during the term of this Agreement, all employees filling any position described under Article 3 of this Agreement shall join the Union or commence paying a service fee equal to the amount required to be a member of the Union. Any employee hired to fill any position described under Article 3 of this Agreement shall join the Union or commence paying an agency service fee equal to the amount required to be a member in good standing of the Union thirty (30) days following his/her date of initial employment.

Section 2.

Employees hired and working under a special grant for a year or less will be required to pay the monthly service fee after thirty (30) days of employment. Part-time employees working less than full-time, but on a regular basis, will receive a prorated share of benefits and will pay a prorated share of the monthly service fee thirty (30) days following the date of initial employment.

ARTICLE 5 – PAYROLL DEDUCTION FOR UNION DUES, INITIATION FEES AND /OR AGENCY SERVICE FEES

Section 1.

At the election of the employee, union dues, initiation fees, or the agency service fee will be deducted from the employee's wages upon presentation by the employee to the Authority of a signed authorization. Such authorization may be canceled by thirty (30) days' written notice from the employee to the Authority. The employee who does not authorize the Authority to make weekly payroll deductions, as provided herein for the union dues, initiation fees, or the agency service fee shall be responsible for making such payments directly to the Treasurer of the Union.

The Authority agrees that such deductions as are authorized by employees shall be made weekly and shall be remitted monthly to the Treasurer of the Union, along with the names of those

employees from whom the deductions were made, the amount deducted, and the category of the deduction.

Section 2.

COPE Fund Check-off – The Authority shall honor and transmit to the Union voluntary contributions made by payroll deduction to the Local 888, SEIU Committee on Political Education (COPE) Fund from Union members who sign deduction authorization cards as follows:

“I hereby authorize the Authority to deduct from my pay the sum of _____ for each pay period and to forward that amount monthly to the Local 888, SEIU COPE Fund. This authorization is voluntary and made with the specific understanding that the signing of this authorization and making of the payment to the SEIU COPE Fund are not conditions of membership in the Union nor of employment with the Authority. Local 888 SEIU will use the monies received under this provision to make political contributions and expenditures in connection with Federal, State and local elections.”

Signature _____ Date _____

The Union will indemnify and hold harmless the Authority for any costs, including legal fees, which occur as a result of the Authority’s compliance with the above language.

ARTICLE 6 – NON-DISCRIMINATION/AFFIRMATIVE ACTION

Section 1.

There shall be no discrimination by the Union or the Authority against any employee because of age, race, color, creed, national origin, sex, or political affiliation.

The Authority and the Union affirm their joint opposition to any discriminatory practices in connection with employment, termination, promotion or training, recognizing that the public interest requires the full utilization of employee skills and abilities, without regard to consideration of age, race, creed, color, national origin or political affiliation.

Section 2.

The Union recognizes the Authority’s commitment to implement a policy to assure equal opportunity in employment within the Brockton Housing Authority and to take affirmative action to provide employment opportunities for residents, minorities, women and other under utilized groups.

ARTICLE 7 – UNION REPRESENTATIVES

The Authority recognizes the right of the Union to designate a representative and an alternate representative. The Union will supply the Authority with a list of these representatives and keep it up to date. Reasonable time, without loss of pay, will be granted to these representatives for investigating and processing grievances when prior permission is obtained by the Union from the Executive Director or his designee. Permission shall not be withheld by the Authority except during a period of emergency, in unusual situations or for other good cause shown. In addition, reasonable time off, without pay, may be granted, subject to the prior approval of the Executive Director or his designee, to Union stewards or officers for the purpose of attending Union meetings or Union sponsored conferences and/or conventions with appropriate advance notice of the request.

ARTICLE 8 – NO STRIKE OR LOCKOUT

There shall be no strike or lockout during the term of this Agreement. The Union recognizes that it does not have the right to strike against the Authority, or to assist or participate in any such strike or to impose a duty or obligation to conduct, assist or participate in any such strike.

ARTICLE 9 – CHAIN OF COMMAND

Rules and Regulations governing chain of command will be adhered to in any and all situations.

ARTICLE 10 – DISCHARGE, SUSPENSION, DISCIPLINE AND DEMOTION

Subject to provisions of this Agreement, the Authority has the right for just cause to discipline, demote or discharge an employee, but no discipline, demotion, or discharge shall be made without just cause -- just cause to mean, amount other things, but without limiting the same: inefficiency, incompetency, insubordination, intoxication or persistent or serious infraction of rules reasonably promulgated by the Authority. This just cause provision does not apply to removals from positions during probationary periods.

Section 1. Written Warning

Except in unusually serious circumstances, the Executive Director or designee will give at least one written warning to a permanent employee prior to any disciplinary action.

Section 2. Notice

Any permanent employee who is disciplined, suspended, or discharged shall be notified of the reason such action was taken.

Section 3. Payment of Wages

Any employee suspended or discharged shall be paid any wages due prior to the suspension or discharge on the next regular pay day. Any permanent employee discharged shall receive all vacation pay accumulated.

Section 4. Probationary Employees

Notwithstanding any provisions in this Agreement to the contrary, a probationary employee shall not have recourse to the grievance and arbitration procedure.

Section 5. Employees Subject to Civil Service Laws

Any permanent employee in the bargaining unit employed in accordance with paragraph five of Section 29 of Chapter 121 B of the General Laws may not be separated from employment except in accordance with the provisions of Sections 41-45 of Chapter 31 of the General Laws.

ARTICLE 11 – GRIEVANCE AND ARBITRATION

Any grievances or disputes which may arise between the Authority, employees, and/or the Union, including the application or interpretation of the Agreement, shall be settled in the following manner:

Step 1. The Union representative, with or without the grieving Union member, shall present the grievance or dispute in writing to their Director within five (5) working days of the date of the grievance or to his knowledge of its occurrence. The Director shall attempt to adjust the matter and shall respond in writing to the Union representative within five (5) working days of receipt of the grievance.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Executive Director or his designee within three (3) working days after the Director's response is due. The Executive Director or his designee will meet with the grievant and/or the Union representative within twenty (20) working days after the grievance has been presented in writing, and the Executive Director or his designee shall respond in writing to the grievance within twenty (20) working days after that meeting. For purposes of this paragraph, the Executive Director's "designee" will not be the same individual who heard the grievance at Step 1.

Step 3. If the grievance is not resolved at Step 2, the Union will present it in writing to the Chairperson of the Board of Commissioners of the Authority within three (3) working days after

the response from the Executive Director or his designee is due. The Board of Commissioners, or a hearings officer appointed by the Chairperson, shall conduct a hearing. Within twenty (20) working days after the conclusion of this hearing, the Board shall respond in writing to the grievant(s) and the Union.

Step 4. If the grievance is still unsettled, either party may within thirty (30) days after the reply of the Authority is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be submitted by the Authority and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, then the American Arbitration Association shall be requested to arbitrate.

A. The arbitrator shall be without power or authority to make any decision or award which violated the common law or statutory law of the Commonwealth or the United States of America, or requires the commission of any act prohibited by law, or which violates any term of this Agreement. The arbitrator will be without power or authority to render any award or decision concerning any matter which has been excluded from the arbitration proceedings or this Agreement. The arbitrator shall be without power or authority to make any decision or award concerning any matter within the definition of a grievance which occurred or failed to occur prior to the effective date of this Agreement.

B. The decision of the arbitrator will be final and binding except for a review or confirmation as provided by Chapter 150C of the General Laws of the Commonwealth of Massachusetts.

C. The arbitrator's expenses incurred through arbitration will be payable by the parties against whom judgment is found.

Where Steps 1, 2 and 3 of the Grievance Procedures take place during working hours, the Authority will reimburse the Union representatives and the employee or employees directly involved in said grievance for time actually lost. The Authority shall not be bound to pay for any time spent in attending Step 4 of the Grievance Procedure.

ARTICLE 12 – STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of the terms or provisions of the Agreement herein contained, shall bind the parties hereto, unless made and executed in writing, by the parties hereto. No individual agreement shall be made with any employee covered by this Agreement concerning matters covered by this Agreement. The failure of the Authority or the Union to insist in any one or more incidents upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Authority or the Union to future performance of any such term or condition, and the obligations of the Union and the Authority to such future performance shall continue in full force and effect.

ARTICLE 13 – SUBORDINATE CLAUSE

It is understood that the provisions of this Agreement shall be subordinate to any present or subsequent federal, state or municipal law, ordinance or published regulation. To the extent that any provision herein is in conflict therewith, nothing herein shall require the Authority to do anything inconsistent with said law, ordinance or published regulation under which it may, from time to time operate or exist, nor anything inconsistent with the orders or public regulations of any competent governmental authority having jurisdiction to issue same.

The administration of all matters covered by this Agreement is governed by the provisions of any existing or future laws and regulations, including published regulations and regulations of supervisory and contracting agencies which may be applicable, and the Agreement shall at all times be applied subject to such laws, regulations and policies.

If any provisions of this Agreement are held invalid by a court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect for the duration of the agreement.

ARTICLE 14 – MEETINGS

The Union has the right to hold its meetings at a pre-designated time and place within the confines of Authority property. Any and all pertinent personnel shall be notified of said meeting to insure conformity and availability.

ARTICLE 15 – SENIORITY, PROMOTIONS, VACANCIES

Section 1. Definitions

Seniority shall be defined as the length of continuous service by an employee with the Authority from the date of his/her initial hire. Seniority shall commence to be acquired by a full-time employee after completion of his/her probationary period, at which time such seniority shall be retroactive to the first date of employment.

For Civil Service purposes, the provisions of Section 41 to 45, inclusive, of Chapter 31 of the General Laws, Civil Service Laws and regulations shall be applicable to the extent they apply under Chapter 121B, section 29.

Section 2. Cumulation

Seniority shall be accumulated during absence because of illness, injury, vacation, or other authorized leave. Individuals who are laid off shall not continue to accrue seniority while on lay-off. If they are recalled during the recall period, they shall return to work with the amount of seniority they had accrued at the time of layoff.

Section 3. Break in Seniority

Seniority shall be broken when an employee: (a) terminates voluntarily, (b) is discharged for just cause, (c) exceeds an authorized leave of absence, or (d) is laid off for a period in excess of three (3) years.

Section 4. Posting Seniority

A Seniority list of all employees covered by this Agreement, showing name, position and date of entering service, will be posted promptly on appropriate bulletin boards accessible to all employees affected. The roster will be revised and posted in January of each year. It will be open to protest and correction for a period of thirty (30) days, and upon proof of error presented by an employee or his representative, such error will be corrected.

Section 5. Vacancies

It shall be the policy of the Authority during the life of this Agreement to give members in good standing in the bargaining unit the opportunity to apply for job vacancies, provided such persons are available and willing to perform the jobs in which the vacancies exist.

A. A notice of such vacancy shall be posted on appropriate bulletin boards for a period of ten (10) days prior to the closing of applications for the position. Upon request, management will provide the Union with a list of Union members absent due to illness, vacation or any authorized leave of absence. Applications for any vacant position will remain active for a period of twelve (12) months from the closing date of application for the position and the Executive Director may recommend qualified applicants from said list of active applicants without further advertisement.

B. In the event that applicants for any position appear to be equally well qualified, first preference shall be given to the Authority employee over the applicant who is not an Authority employee. When two (2) Authority employees appear equally well qualified for any position, preference shall be given to the employee with greater seniority.

C. When applicants who are not employed by the Authority for any position appear to be equally well qualified, preference shall be given to a tenant of the Authority over an applicant who is not a tenant.

D. The Executive Director or his designee shall review all applications for employment and recommend qualified applicants for further consideration.

E. In the filling of all positions covered by this Agreement, an Interviewing Committee consisting of the following shall be established.

1. The Executive Director or his designee.
2. The Director and/or the Assistant Director of the Department within which the position falls.
3. A Supervisor of the Department within which the position falls.
4. Any other person determined advantageous by the Executive Director.

F. For any position for which a test is determined to be advantageous by the Executive Director, the test shall be administered to all apparently qualified applicants.

G. The Interviewing Committee shall interview all employees of the Authority who are applicants passing the test and/or meeting the minimum qualifications, in the judgment of the Executive Director or his designee, as set forth in the job description.

H. The Union shall have the right to select one representative to observe during the selection process. Said representative may observe the testing and interviewing process as well as have access to a listing of all applicants and test results in order to assure the selection process is in accordance with this Agreement.

I. The Interviewing Committee shall submit a ranking of applicants interviewed to the Executive Director.

J. The Executive Director, in making his/her recommendations to the Board of Commissioners, shall make available to the Board the ranking of applicants by the Interviewing Committee.

K. The Board of Commissioners or a subcommittee of the Board reserves the right to interview one or more applicants for any position prior to appointment.

L. The appointing authority for all positions shall rest with the Board of Commissioners.

M. The above is subject to the grievance procedure.

Section 6. New Job Classifications

If a new classification is proposed by the Authority during the period of this Agreement, the Union shall be given written notification of the proposal of such a job classification and the salary proposed by the Authority. If the Union notifies the Executive Director in writing ten (10) days following the sending of such a notice, the Executive Director shall arrange to meet with the Union to discuss the compensation for the job. If no agreement is reached between the Union and the Authority concerning compensation such a new position five (5) days following the first meeting, the Authority may fill such a position at the rate determined by it in accordance with the terms of this Agreement. The Union may contest the rate for such a job classification giving written notice of demand for arbitration to the Authority. The decision of the arbitrator shall be retroactive to the filling of the position.

The Authority agrees to consult the Union relative to the job qualifications and job description of the new job. The Authority agrees to consider the Union's input relative to new job qualifications and job descriptions, but the Authority's ultimate determination of the job qualifications and job description is not subject to the grievance and arbitration procedure.

Section 7. Probationary Period

Any non-probationary employee selected to fill a vacant position within the bargaining unit shall serve a probationary period in the new position of six (6) months. If the Authority determines during the probationary period that the employee's performance in the new position is unsatisfactory then the Authority can return the employee without loss of seniority or benefits to his former position. Such determination shall not be subject to the grievance and arbitration procedure.

Section 8. Higher Rated Positions

When an employee is designated in writing by the Executive Director to temporarily fill a higher rated position, he/she shall be paid at the rate of the higher rated position.

Section 9. Prolonged Absence of Supervisor

If an employee with supervisory responsibilities is expected to be absent from his/her position for an extended period of time, the Executive Director or his designee will, within the first three months of the absence of the supervisory employee, appoint another employee in writing to assume the supervisory responsibilities of the absent employee. The duration of the appointment will be at the discretion of the Executive Director or his designee. An assistant to the absent supervisor may be expected to fill in for the supervisor for up to a three month period without the terms of this paragraph applying. If the appointed employee is at a lower pay scale than the absent supervisor, s/he shall have his/her salary adjusted at the time of the written appointment to the lowest pay step of the absent supervisor's position which is at least five percent (5%) above the present salary level of the appointed employee. The salary adjustment will remain in effect for the duration of the appointment, and the appointed employee will be eligible for annual step increases while in that position.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

Section 1. Normal Work Week

A. The normal work week for employees of Unit A and Unit B shall consist of five days of eight (8) consecutive hours each, Monday through Friday, of which seven (7) will be work hours and one hour will be a meal period. Unit B employees shall normally work from 8:30 a.m. to 4:30 p.m., although deviations from the normal work day for Unit B employees may be made by mutual agreement of the Director and the employee. Employees who desire to work a more

flexible schedule which deviates from the above may approach their Director with a specific plan. With the approval of the Director and the Executive Director or his designee, such a plan may be put into effect, and a written confirmation of the approved schedule will be kept in the employee's personnel file. The approval/disapproval or the continuation of a flexible schedule, however, will be the decision of management and will not be subject to the grievance/arbitration procedure.

Section 2. Overtime

- A. Employees of Unit B shall be paid time and one-half for all hours worked in excess of seven (7) hours a day or thirty-five (35) hours in a week. There shall be no pyramiding of overtime.
- B. Any employee of Unit B must obtain prior authorization from the Executive Director or his/her designee prior to working additional time.
- C. In computing overtime, a holiday and/or sick leave day shall be credited as a day worked.
- D. Overtime scheduling shall not be compulsory.

Section 3. Miscellaneous

- A. Employees shall be given a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

ARTICLE 17 – HOLIDAYS

The following days shall be paid holidays:

½ day before New Year's Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Washington's Birthday	½ day before Thanksgiving
Patriots' Day	Thanksgiving Day
Memorial Day	½ day before Christmas
Independence Day	Christmas Day
Day after Thanksgiving or Day after Christmas	½ day on Good Friday

Any holiday declared by the Mayor, the Governor or the President of the United States.

When the above holidays fall on Saturday or Sunday, they will be celebrated on Friday or Monday respectively.

ARTICLE 18 – ANNUAL LEAVE

A. All full-time employees shall be entitled to the following annual leave with pay:

Years in Service	Vacation Days per Month	Days per Year
1 st – 3 rd	5/6	10
4 th – 6 th	1 ¼	15
7 th – 13 th	1 - 2/3	20
14 th – 20 th	2	24
20 th +	2 - 1/3	28

B. Vacation leave will be earned at the above rates for all months during which the employee is in the employ of the Brockton Housing Authority for the entire month on a full-time basis.

C. Vacation leave cannot be taken until employee has six months continuous employment with the Brockton Housing Authority.

D. If a person's employment with the Brockton Housing Authority is terminated prior to the end of his/her six months probationary period, he shall be eligible for no vacation leave.

E. Annual leave will be credited to an employee's account on a monthly basis as earned.

F. No more than twenty (20) days annual leave can be carried from one calendar year to the next.

G. With good and sufficient reason, annual leave may be borrowed in advance when authorized by the Executive Director or his designee. The employee must provide a written explanation describing the circumstances to the Executive Director or his designee to determine if the request is for good and sufficient reasons.

H. If annual leave is to be taken for a period of longer than seven (7) hours, the employee shall request authorization for leave from the Executive Director or his designee no less than three (3) days before the leave is to commence. This request is to be made in writing and sent to the Executive Director or his designee via the employee's immediate supervisor.

I. If annual leave is to be taken for a period of seven (7) hours or less, the employee shall request authorization from the Executive Director or his designee via his/her immediate supervisor at least seven (7) hours before the leave is to commence. Annual leave of less than ½ of a day will not be granted.

J. The Executive Director or his designee will grant authorization for vacation leave at such time during the calendar year as will best serve the interest of the Housing Authority. Vacation requests will be approved on a first come, first served basis. In the case of simultaneous

requests, preference will be given to employees on the basis of years of employment with the Brockton Housing Authority.

K. Cash payment of unused annual leave can be made only when an employee is permanently separated from employment with the Brockton Housing Authority.

ARTICLE 19 – SICK AND INJURY LEAVE

Section 1. Sick Leave

A. All probationary, temporary and permanent employees shall be entitled to 1-1/4 days of sick leave, with pay, for each month during which the employee is in the employ of the Brockton Housing Authority for an entire month on a full-time basis.

B. Sick leave will be credited to an employee's account on a monthly basis as earned.

C. Earned sick leave is computed on a continuous basis. Sick leave may be borrowed in advance, with the approval of the Executive Director. If more time is needed, then the Rules and Regulations concerning Leave of Absence without pay become effective.

D. Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual and disability of the employee or because of illness in his/her immediate family.

E. To receive compensation when on sick leave, an employee must notify the Authority prior to or within one (1) hour after the time set for the beginning of his/her regular duties.

F. Except in emergency situations, any employee becoming ill on the job and seeking to utilize sick leave shall report to their supervisor to explain the nature of the illness and the need for the use of sick leave prior to approval by the supervisor.

G. A doctor's certificate is required at the discretion of the Executive Director for a period of sick leave in excess of three (3) consecutive days or when a suspected pattern of abuse develops. In addition, the Executive Director has the right to require a medical examination by a physician of the Housing Authority's choosing if an employee is out of work due to extended, excessive or habitual use of sick leave.

H. Any employee who exhibits a pattern of sick leave abuse may be placed on sick leave probation by his/her director.

1. The first offense will result in one (1) month probation;
2. The second offense will result in six (6) months probation;
3. The third offense will result in one (1) year probation.

The terms of this probation are as follows, and this probation may be in addition to any other discipline that is warranted.

1. An employee on sick leave probation must provide a doctor's note for any sick leave used while on sick leave probation.
2. Notwithstanding any other Article to the contrary, an employee on sick leave probation shall not be eligible to work overtime, unless circumstances cause the employer to request that the employee work overtime.

I. An employee who is on no-pay status for five (5) or more days in any given month will not accrue sick leave or annual leave during that month, unless said employee has requested and been granted FMLA leave for that month.

J. Cash payments will be made in lieu of unused sick leave due to retirement or death. An employee shall receive payment of 50% of his/her unused accumulated sick leave accrued on the date of his/her retirement or death, not to exceed \$10,000. In the event of death, this payment shall be made to the employee's designated beneficiary.

K. When an individual retires, instead of a lump sum payment under Section H above, the dollar amount to which an individual is entitled under Section H can at the individual's option be paid over the pay periods immediately following his/her last day of active employment as regular full-time salary, thereby establishing a later date of retirement for that individual. Such option, if it is elected, must be expressed in writing to the Executive Director at least thirty days prior to the individual's last day of active employment. Normal payroll deductions and pension contributions will continue to be made during this period, and normal insurance premium contributions will continue to be made during this period, and insurance premium contributions will continue to be made by the Authority during this period. No additional sick leave, vacation leave or other benefits, however, will accrue after the individual's last day of active employment.

L. A low sick leave utilization stipend shall be available for employees who are on full-time paid status (and not Workers' Compensation) for the entire calendar year. Employees who are eligible will receive stipends, either at the end of the fiscal year or at the start of the following fiscal year at the discretion of the Commissioners, according to the following schedule:

<u>Number of sick days used by the employee during the calendar year</u>	<u>Amount of stipend</u>
0	\$550
1	\$500
2	\$300
3	\$250
4	\$200

Section 2. Injury Leave

A. Injury leave, as distinguished from sick leave, shall mean leave allowed an employee due to absence from duty caused by an accident or injury.

B. Employees of the Brockton Housing Authority are covered by Workmen's Compensation Insurance and are paid certain stated amounts due to injuries received on the job.

C. At the election of the employee, in the case of such injuries, providing that the employee shall have accumulated sick leave to his/her credit, the sum paid by the insurance company shall be so supplemented that the employee shall receive his average weekly wage until such time as the amount due said employee for accumulated sick leave shall have been exhausted.

D. At the election of the employee, upon the exhaustion of all accumulated sick leave due said employee, compensation due from accumulated annual leave will be paid to the employee in the manner and under the same conditions as applies to the payment of accumulated sick leave.

E. The total amount of the supplemental payments shall in no case exceed the amount of the employee's accumulated sick leave and annual leave.

ARTICLE 20 – LEAVE OF ABSENCE

Section 1. Validation

Leaves of absence as defined and provided for in this article may be granted to non-probationary employees. Any leave so granted must be in writing and approved by the Executive Director or his designee in order to be valid.

Section 2. Retention of Seniority

Any employee granted a leave under this article shall not suffer a break in employment and shall accumulate seniority during the time of an authorized leave of absence from the Authority.

Section 3. Maternity Leave

A. In addition to the use of earned sick leave, maternity leave without pay shall be granted or assigned for specific periods by the employer on an individual basis, depending upon the medical evidence, job classification or duties. Such leave shall not exceed three (3) months from termination of pregnancy. Employees may request from the Executive Director longer time, if necessary, with a letter from their physician.

B. Leave for pregnancy shall be granted in accordance with the Federal and State statutes. Such leave shall apply to adoptive children.

Section 4. Military Leave

An employee who leaves his/her position to enter military service in time of war or national emergency, or who is drafted, shall be granted military leave of absence, without loss of

seniority, provided he/she makes application for re-employment within sixty (60) days after discharge. He/she shall be restored to his/her former position or to a position of equal grade and pay for which he/she is qualified.

Leave of absence with pay shall be granted to an employee who is a member of the National Guard or Organized Reserve, to fulfill his/her annual tour of duty requirement. This leave period is normally two (2) weeks and shall not exceed seventeen (17) days.

Section 5. Bereavement Leave

In case of death in his/her immediate family, as defined below, a non-probationary employee will be allowed time off without the loss of pay, for four (4) scheduled work days commencing with the date of death.

The immediate family is defined as the Employee's wife, husband, mother, mother-in-law, father, father-in-law, child, brother, sister, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or any other relative who resides on a regular basis at the employee's home, including an employee's "significant other" who resides on a regular basis at the employee's home.

In the event that a funeral of one of the above mentioned relatives should occur beyond 300 miles from the Authority, one additional day of travel time without loss of pay will be allowed to an employee attending such funeral.

If the funeral of the employee's aunt or uncle, or any other relative related by blood or marriage shall occur on a scheduled work day of said employee, that employee shall receive that day off without loss of pay.

Section 6. Jury Duty

If an employee is summoned to jury duty or is subpoenaed as a witness in an action involving the Housing Authority, he or she shall be given the necessary time off from work with pay. Any witness fees or jury payments which the employee receives for such appearance(s) will be paid or endorsed over to the Authority. Paid jury leave shall not occur more often than is required by law.

All employees when legally summoned will immediately notify their supervisor. Court leave as mentioned above will not be charged to annual or sick leave.

Section 7. Personal Day

All employees covered by this Agreement shall be granted two (2) Personal Days off per annum. Requests for Personal Day of leave shall be submitted to the Executive Director or his designee at least one (1) day before the date of leave. A Personal Day may be granted at the discretion of the Executive Director or his designee even though notice is less than one (1) day, should an emergency situation arise. Unused Personal Days cannot be carried over from year to year.

Section 8. Leave of Absence with Pay

Leave of absence with pay may be granted by the Executive Director or his designee to permit an employee to attend professional meetings or conferences in the interest of the Brockton Housing Authority, or for other justifiable reasons.

Section 9. Leave of Absence without Pay

Leave without pay may be granted by the Executive Director or his designee when requested by an employee when such leave is deemed to be justified. Such leave may be granted where, due to and extended illness, the accumulated sick leave and annual leave has been used, or for an extension of vacation time or for other good and sufficient reason. Said leave shall not exceed six (6) months and may be renewable for like periods. The Union shall be notified promptly.

Section 10. Religious Holy Day

An employee may observe his/her Religious Holy Day, provided the Executive Director or his designee is notified in writing five (5) days preceding the Religious Holy Day. The employee may request this day as a vacation day or as Leave of Absence Without Pay.

Section 11. Family and Medical Leave Act

The Authority will comply with the then-current version of the Family Medical Leave Act as it exists at the time that a particular situation arises.

ARTICLE 21 – WAGES

Section 1. Unit A Employees

A. Unit A employees will be hired at the Step 1 level of the Schedule of Established Annual Salary Levels for Unit A Employees. Employees who are promoted to a higher paid position will start at the lowest wage step for that new position which is at least five percent (5%) higher than their current salary.

B. Unit A employees will be eligible for a step increase annually, until attaining the step 5 salary level for the position, upon the recommendation of the department head and the approval of the Executive Director.

C. The salary schedules for 2008, 2009, and 2010 will be as follows and will become effective on January 1, 2008, January 1, 2009, January 1, 2010, respectively. The increase will be paid retroactively to their effective dates in the respective year after the Authority's operating budgets for that year have been approved by HUD and by the appropriate state agency.

Salary Levels – 2008					
Administrative – Unit A					
Positions	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Asset Manager I	51,699	54,930	58,161	61,392	64,623
Leased Housing Administrator Tenant Selection Supervisor	59,790	53,964	57,139	60,313	63,487
Asset Manager II	45,822	48,686	51,550	54,414	57,277
Family Self-Sufficiency Coordinator	43,093	45,787	48,480	51,173	53,866
Modernization Technical Assistant	42,915	45,597	48,279	50,961	53,643
Purchasing Agent	41,950	44,572	47,194	49,816	52,437

Salary Levels – January 1, 2009					
Administrative – Unit A					
Positions	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Asset Manager I	53,250	56,578	69,906	63,234	66,562
Leased Housing Administrator Tenant Selection Supervisor	52,314	55,584	58,853	62,123	56,392
Asset Manager II	47,197	50,147	53,097	56,047	58,996
Family Self-Sufficiency Coordinator	44,386	47,160	49,934	52,708	55,482
Modernization Technical Assistant	44,203	46,966	49,728	52,491	55,253
Purchasing Agent	43,209	45,910	48,610	51,311	54,011

Salary Levels – January 1, 2010					
Administrative – Unit A					
Positions	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Asset Manager I	54,848	58,276	61,704	65,132	68,559
Leased Housing Administrator Tenant Selection Supervisor	53,884	57,251	60,619	63,987	67,354
Asset Manager II	48,613	51,652	54,690	57,728	60,766
Family Self-Sufficiency Coordinator	45,718	48,575	51,433	54,290	57,147
Modernization Technical Assistant	45,530	48,375	51,220	54,065	56,911
Purchasing Agent	44,506	47,288	50,069	52,851	55,632

Section 2. Unit B Employees

A. Unit B employees will be hired at the Step 1 level of the Schedule of Established Annual Salary Levels for Unit B Employees. Employees who are promoted to a higher paid position

will start at the lowest wage step for that new position which is at least five percent (5%) higher than their current salary.

B. Unit B employees will be eligible for a step increase annually, until attaining the step 5 salary level for the position, upon the recommendation of the department head and the approval of the Executive Director.

C. The salary schedules for 2008, 2009, and 2010 will be as follows and will become effective on January 1, 2008, January 1, 2009, and January 1, 2010 respectively. The increases will be paid retroactively to the effective date in the respective year after the Authority's operating budgets for that year have been approved by HUD and by the appropriate state agency.

Salary Levels – 2008					
Administrative – Unit B					
Positions	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Rental Assistance Homeownership Office Manager	42,272	43,191	44,110	45,029	45,947
Rent Collection Supervisor, Bookkeeper, Rental Assistance Office Manager, Tenant Section Office Manager, Maintenance Office Manager, Modernization Office Manager, Finance Department Aide, Affordable Housing Asset Manager	41,473	42,375	43,276	44,178	45,079
Asset Manager III, Tenant Selection Leasing Agent	37,581	38,398	39,215	40,032	40,848
Clerk Stenographer	32,846	33,560	34,274	34,988	35,702
Homeownership Leasing Agent	32,299	33,001	33,703	34,405	35,107
Telephone, Operator/Receptionist/Cashier, Clerk Typist, Cashier Clerk Typist	32,050	32,746	33,443	34,140	34,836

Salary Levels – January 1, 2009					
Administrative – Unit B					
Positions	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Rental Assistance Homeownership Office Manager	43,540	44,487	45,433	46,380	47,326
Rent Collection Supervisor, Bookkeeper, Rental Assistance Office Manager, Tenant Section Office Manager, Maintenance Office	42,718	43,647	44,575	45,504	46,432

Manager, Modernization Office Manager, Finance Department Aide, Affordable Housing Asset Manager					
Asset Manager III, Tenant Selection Leasing Agent	38,709	39,550	40,392	41,233	42,074
Clerk Stenographer	33,833	34,568	35,304	36,039	36,774
Homeownership Leasing Agent	33,269	33,992	34,715	35,438	36,161
Telephone, Operator/Receptionist/Cashier, Clerk Typist, Cashier Clerk Typist	33,012	33,730	34,447	35,165	35,882

Salary Levels – January 1, 2010					
Administrative – Unit B					
Positions	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Rental Assistance Homeownership Office Manager	44,847	45,822	46,797	47,772	48,746
Rent Collection Supervisor, Bookkeeper, Rental Assistance Office Manager, Tenant Section Office Manager, Maintenance Office Manager, Modernization Office Manager, Finance Department Aide, Affordable Housing Asset Manager	43,999	44,956	45,912	46,869	47,825
Asset Manager III, Tenant Selection Leasing Agent	39,871	40,737	41,604	42,471	43,337
Clerk Stenographer	34,848	35,606	36,363	37,121	37,878
Homeownership Leasing Agent	34,267	35,012	35,757	36,502	37,246
Telephone, Operator/Receptionist/Cashier, Clerk Typist, Cashier Clerk Typist	34,003	34,742	35,481	36,220	36,959

ARTICLE 22 – TRAVEL

To become effective upon the full ratification of the 2008-2010 contract, and not to be implemented retroactively, an employee authorized to use his/her personal vehicle for Authority business shall be reimbursed at the IRS rate which is in effect on January 1 of the contract year in which the usage occurs.

ARTICLE 23 – MISCELLANEOUS

Section 1. Bond and Identification Fees

The cost of any bond and identification card required by employees shall be borne by the Authority.

Section 2. Safety

Both the Authority and the Union shall cooperate in the enforcement of safety rules and regulations. The Authority shall provide appropriate safety equipment of protection as suggested by O.S.H.A.

Section 3. City of Brockton Contributory Retirement Plan

A. All probationary and permanent employees of the Brockton Housing Authority shall participate in the City of Brockton Contributory Retirement Plan.

B. The Brockton Housing Authority shall contribute to this program on behalf of the employee, an amount as determined annually.

C. The Retirement Plan is established by and defined in Chapter 32 of the General Laws of the Commonwealth of Massachusetts, as most recently amended.

Section 4. Payroll Deductions

The Authority shall provide payroll deductions for the following:

- A. Harbor One
- B. Section 457B Program

Section 5. Health Insurance

The Authority agrees to pay contributions to premiums for health insurance policies available to Authority employees as determined by the legislature for employees subject to the jurisdiction of the Group Insurance Commission of the Commonwealth.

Section 6. Extreme Conditions

In extreme conditions due to weather, blackouts or other acts of God, the Executive Director may suspend operations of all or part of the Authority's forces if he determines it to be necessary and in the best interest of the Authority and the employees. Any such suspension of operations will be done by personnel notification to each employee involved or announcement through the

public media. Any employee affected by such suspension of operations shall suffer no loss of pay.

Section 7. Miscellaneous Provisions

A. Employees covered by this Agreement may reside in communities outside the limits of the City of Brockton.

B. Employees will be paid on a weekly basis, under normal circumstances on or before Wednesday morning.

C. Bulletin Boards will be made available for use by the Union for posting of its official notices and other related matters, as well as the posting of Authority notices and announcements. The Authority shall deliver or mail to the Union representative a copy of any notice which is to be posted relating to department policies and /or changes in working conditions.

D. The agenda of monthly meetings of the Board of Commissioners of the Brockton Housing Authority shall be mailed to the two representatives of the Union and posted on designated bulletin boards. However, if this posting is not made, it will not be a grievable item.

ARTICLE 24 – REDUCTION IN FORCE

A. In the event of a layoff, the Authority will give the Union at least thirty (30) days' notice and any employee subject to being laid off at least thirty (30) days' notice.

B. The Authority agrees to bargain with the Union over the impact of a layoff or retirement on the remaining work force.

C. Temporary or probationary employees will be laid off before any non-probationary employees are laid off.

D. An employee will remain on the recall list for a period of three years from date of layoff. Employees will be recalled in reverse order of their seniority. An employee on the recall list does not have to prove his/her qualifications to return to the position from which the employee was laid off, providing the employee is still able to perform the work.

ARTICLE 25 – PERSONNEL RECORDS - DOCUMENTATION

A. Under Chapter 66A of the Massachusetts General Law, the Executive Director of the Brockton Housing Authority is designated as holder of the personnel files of all employees of the BHA. Any request to examine a personnel file of any employee by any person must be noted and entered into the personnel file and the personnel subject notified thereof. This protection

under the Privacy Act is enforceable by the office of the Attorney General and extends to the personnel files of the management officials and General Counsel of the BHA.

B. Personnel records will be kept for each employee. If a document inserted in the personnel folder is a charge against the employee, the employee will sign as acknowledgment of the charge and will have fifteen (15) days to answer the charge in writing. The answer will also be signed by the employee and the employer before the insertion is made in the folder. This answer will accompany said charge.

ARTICLE 26 – EMPLOYEE RIGHTS

Employees shall have the right to join the Union, hold office, act as a Union representative, and engage in lawful Union activities for the purpose of collective bargaining or other mutual aid, in the exercise of said rights, the employee shall be free from any and all restraint, coercion or discrimination in regard to tenure, promotion or any other condition of employment.

ARTICLE 27 – LONGEVITY INCREMENTS

A. A full-time employee shall be paid, in addition to his/her compensation, the following annual increment for longevity services:

<u>Length of Time</u>	<u>Amount</u>
5 years but less than 10	\$150.00
10 years but less than 15	\$250.00
15 years but less than 20	\$500.00
20 years but less than 25	\$700.00
25 years and over	\$800.00

B. Longevity pay will be paid within the first two weeks in December. There will be no prorating of longevity compensation in the year in which an employee first becomes eligible for such compensation.

C. It is further agreed that permanent part-time employees shall be paid longevity compensation on a prorated basis according to the number of months worked within each calendar year. Any and all longevity pay due the employee shall be granted under all conditions such as separation or death in which case his/her estate will be credited.

D. The language contained in this section D will go into effect on January 1, 2007. In addition to the longevity payments listed above, there shall also be a supplementary longevity payment that will be available only to those employees who have worked full-time for the Authority for at least fifteen (15) years and are no younger than 52 as of January 1 of the contract year in which the supplementary longevity payments will begin. Any such employee shall be eligible to

receive a supplementary longevity payment in the amount of six thousand four hundred dollars (\$6,400) per year for any single period of three (3) consecutive contract years (i.e., January 1 through December 31) during his/her career subject to the following conditions:

1. The employee must give written notice of his intent to access this supplementary longevity payment to the Executive Director or his designee between the dates of August 1 and August 31 preceding the contract year in which the employee desires to begin receiving this benefit. No notices will be accepted except between these dates.
2. Once given, the written notice will be irrevocable unless the individual does not receive one of the available slots pursuant to paragraph 3 below.
3. No more than two (2) members of this bargaining unit will be able to receive this supplementary longevity payment during any contract year. Once an individual begins to receive the payment, he or she will remain on it for the three (3) year period, regardless of whether a person with greater seniority submits a notice in a later year. As "slots" become open, if the number of qualified individuals who submit notices consistent with paragraph 1 exceeds the number of "slots" that will be available in the following contract year, the individual with the greater seniority under the terms of the contract will be awarded the slot. If individuals are tied in terms of seniority, then the older of the tied individuals will be awarded the slot.
4. Once the three (3) year period for this supplementary longevity payment has been completed, the supplementary longevity payment will terminate and the employee will revert to the salary level that he would otherwise be at under the terms of the collective bargaining agreement that is then in effect.

ARTICLE 28 – JOB-RELATED EDUCATIONAL AID

Section 1.

Employees are encouraged to improve their skills or acquire new skills and knowledge which will benefit them in their position with the Authority. The Brockton Housing Authority will reimburse permanent employees for part or all of the cost of tuition, registration and books, paid by them for courses of instruction which will benefit the employee in the performance of his/her job.

Section 2. Requirements for Educational Aid

- A. Only permanent, full-time employees of the BHA are eligible.
- B. Only courses of instruction which will benefit the employee in the performance of their job, as determined by the Executive Director will qualify them for educational aid.

C. The institution must be an accredited institution of higher learning or one with VA approval for the course(s) selected.

D. A maximum of two thousand dollars (\$2,000.00) will be reimbursed to any employee under the program during any calendar year.

E. The Executive Director must ascertain that a less expensive comparable course of instruction is not available locally.

F. The employee must attain a grade of "C" or better to qualify for reimbursement. (If the course is a non-graded course or if another system to measure achievement is used, the conditional commitment must specify the level of achievement for qualification.)

Section 3. Procedures for Educational Aid

A. Permanent employees wishing to receive educational aid will submit a request to the Executive Director, with the recommendation of the Department Head, stating the school, the course(s) and the relations of the course(s) to the employee's job.

B. The Executive Director shall review the request and determine if it meets the requirements under this program. The Authority will not be obligated for reimbursement unless the conditional commitment is issued prior to commencement of the course.

C. Within thirty (30) days of completion of the course and receipt of grade, the employee shall submit the request for reimbursement together with proper documentation including receipts for tuition, registration and books to the Executive Director for reimbursement.

ARTICLE 29 – DENTAL AND VISION PLAN

A. The Authority will provide contributions to a Dental and Vision Plan for each employee covered by this Agreement as follows:

<u>Year</u>	<u>Authority Contribution</u>
Effective upon full ratification of the new contract in 2008	\$22.00 per employee per week
January 1, 2009	\$23.00 per employee per week
January 1, 2010	\$24.00 per employee per week

B. The establishment and administration of the plan will be determined jointly by the Authority and the Union.

ARTICLE 30 – RATIFICATION

Having been duly ratified by the Union and by the Board of Commissioners, this Agreement is hereby signed on the below-stated date(s).

On behalf of the Union:

Susana Segat-SEIU 888 President
Linda Kallenberg
Elizabeth J. Mills
Linda Mallard
Linda Jones
Dean Grazzi
Bunny Gent
9-4-2008
Date

On behalf of the Housing Authority:

Rudolf Seng
Executive Director
September 4, 2008
Date