

Agreement

between

Brockton Housing Authority

and



Maintenance Employees Union

January 1, 2008 – December 31, 2010

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS	1
ARTICLE 2 – AGREEMENT.....	1
ARTICLE 3 – RECOGNITION	2
ARTICLE 4 – UNION SECURITY	3
ARTICLE 5 - PAYROLL DEDUCTION FOR UNION DUES, INITIATION FEES AND/OR AGENCY SERVICE FEES.....	3
ARTICLE 6 – NON-DISCRIMINATION/AFFIRMATIVE ACTION	4
ARTICLE 7 – UNION REPRESENTATIVES	4
ARTICLE 8 – NO STRIKE OR LOCKOUT	5
ARTICLE 9 – CHAIN OF COMMAND	5
ARTICLE 10 – DISCHARGE, SUSPENSION, DISCIPLINE AND DEMOTION	5
ARTICLE 11 – GRIEVANCE AND ARBITRATION	6
ARTICLE 12 – STABILITY OF AGREEMENT	7
ARTICLE 13 – SUBORDINATE CLAUSE.....	7
ARTICLE 14 – MEETINGS	8
ARTICLE 15 – SENIORITY, PROMOTIONS, VACANCIES	8
ARTICLE 16 – HOURS OF WORK AND OVERTIME	11
ARTICLE 17 – HOLIDAYS.....	14
ARTICLE 18 – ANNUAL LEAVE	14
ARTICLE 19 – SICK AND INJURY LEAVE	15
ARTICLE 20 – LEAVE OF ABSENCE.....	18
ARTICLE 21 – WAGE	20
ARTICLE 22 – TRAVEL.....	21
ARTICLE 23 – MISCELLANEOUS	21
ARTICLE 24 – REDUCTION IN FORCE	23
ARTICLE 25 – PERSONNEL RECORDS - DOCUMENTATION	24
ARTICLE 26 – WORK ASSIGNMENTS	24
ARTICLE 27 – EMPLOYEE RIGHTS.....	24
ARTICLE 28 – LONGEVITY INCREMENTS.....	24
ARTICLE 29 – JOB-RELATED EDUCATIONAL AID	26

ARTICLE 30 – DENTAL AND VISION PLAN.....	27
ARTICLE 31 – RATIFICATION	28

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 month 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 Maintenance

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:

1. Maintenance Mechanic (including Lead Mechanic*)
2. Mechanic Aide
3. Maintenance Aide/Laborer
4. Maintenance Groundskeeper/Custodian
5. Housekeeper
6. Working Foreman
7. Assistant Working Foreman

*The Lead Mechanic job description is that of Mechanic with the additional responsibility of being a team leader. The Lead Mechanic is senior to a Mechanic and is expected to direct work at their assigned worksites. The Lead Mechanic reports to an assigned Assistant Foreman. The Lead Mechanic will fill in for an Assistant Foreman in the Assistant Foreman's absence. The purpose of this position is to allow employees and the Brockton Housing Authority the

opportunity to train for future Foreman positions. The Lead Mechanic position, if the Authority chooses to have such positions, are assignments rather than promotional positions, and individuals, therefore, may be assigned out of this position without this being viewed as a demotion. The Lead Mechanic will be paid one dollar per hour more than the rate paid for Mechanic.

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 pro-rated share of benefits and will pay a pro-rated 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.”

Date _____ Signature _____

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, political affiliation, religion, or marital status.

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, demoted, 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 or 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. Demotion

Employees employed as of January 1, 1999 cannot be demoted from positions which they held as of January 1, 1999. Otherwise, employees who have served the probationary period appearing in Article 15, Section 7 for the position in which they are serving can be demoted only for just cause.

Section 6. Employees Subject to Civil Service Laws

Any permanent employee in the bargaining unit employed in accordance with paragraph five of Section 29 of Chapter 121B 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 the Director of Facilities and Housing Management or his designee within five (5) working days of the date of the grievance or to his knowledge of its occurrence. The Director or his designee 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 head 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 hearing 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 violates 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 of 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.

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 twenty-four (24) months.

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 maintenance 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 of the Department.
 - 3. 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 a 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 positions 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/her former position. Such determination shall not be subject to the grievance and arbitration procedure.

Section 8. Work Force

The Authority will make every effort to maintain the following work force:

<u>Position</u>	<u>Number of Employees*</u>
Maintenance Mechanic	15**
Mechanic Aide	7
Maintenance Aide/Laborer	Number to be determined by management
Maintenance Groundskeeper/Custodian	Number to be determined by management
Housekeeper	Number to be determined by management

* The number of employees in position of Mechanic Aide may be lower than the number listed if the number of employees in a higher category exceeds the number listed by a commensurate amount.

** This category includes the positions of Working Foreman and Assistant working Foreman, and also includes any Mechanic assigned to work as a Lead Mechanic.

Section 9. Duties of Working Foremen and Assistant Working Foremen

Current job duties of the Working Foreman and Assistant Working Foreman are supervisory in nature. Despite the fact that the individuals who hold these positions are in the same bargaining unit as the individuals whom they supervise, it is understood that the essential functions of these positions include not only directing the work of other maintenance workers, but also, if necessary, taking corrective action in regard to those employees who are underperforming. In light of this, the Union agrees that no action or reprisals will be taken by the Union or individual members of the bargaining unit against the Working Foremen or Assistant Working Foremen as a result of the exercise by these individuals of their supervisory function.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

Section 1. Normal Work Week

The normal work week for employees, except the weekend person, shall consist of five (5) days of eight (8) hours each, Monday through Friday. The normal work day shall be 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch. Deviations from the normal work day may be made by mutual agreement of the Director and the employee.

Section 2. Overtime

- A. Employees shall be paid time and one-half for all hours worked in excess of eight (8) hours a day or forty (40) hours per week.
- B. In computing the overtime in paragraph A above, a paid holiday, paid vacation day, paid personal day, or paid bereavement day, but not a sick day (whether paid or unpaid), will be credited as a day worked. If an individual is called in to work non-scheduled overtime, however, he will be paid at a time and half rate for that non-scheduled overtime regardless of whether he was out sick during that work week.
- C. Employees working a holiday shall receive their holiday pay plus two times his/her hourly rate for each hour worked and in the event that a holiday listed in Article 17 falls on a Saturday or Sunday and is celebrated on a Monday or Friday, this double time provision will apply to the weekend holiday. Overtime worked on this corresponding Friday or Monday shall be at the rate of time and a half plus holiday pay.
- D. Employees working seven consecutive days, including time credited for a holiday, as defined as either Monday through the following Sunday, or as Sunday through the following Saturday, shall be paid double time for the hours worked on the seventh day. This paragraph shall not apply to "on call" personnel.
- E. Employees shall be entitled to a four hour guarantee when called to work from home outside of normal working hours, providing said guarantee does not overlap an employee's normal working hours.
- F. Overtime scheduling shall not be compulsory except during emergency situations as determined by the Executive Director.
- G. When the Authority offices are closed during normal business hours due to inclement weather, maintenance employees who are required to work during the hours in question will be compensated at the rate of time and half.

Section 3. Allotment of Overtime

- A. Except for overtime resulting from the Authority's facilities being used as polling places (which is spoken to in paragraph E below), and except for overtime related to the servicing of trash compactors on weekends and/or holidays (which is spoken to in paragraph F below), overtime which is scheduled at least three working days ahead of time, and which can be performed by a person of any job classification, and when the work does not require an individual who is assigned to that work site, will be offered to each maintenance worker on the basis of a rotating list which lists individuals according to their seniority. For purposes of this section, this shall be referred to as "scheduled overtime."

- B. Any individual who refuses such overtime, except for reasons listed in paragraph C below shall have missed that "turn" and will not be offered scheduled overtime until they are reached again on the rotating list.
- C. Individuals whose turn comes up but who are on sick leave or vacation leave at the time of the scheduled overtime is offered shall be temporarily bypassed but not lose that turn; that is, they shall be offered the next available scheduled overtime.
- D. In the event that an individual is erroneously bypassed, the remedy shall be the offer of the next available scheduled overtime.
- E. Any available overtime assignments resulting from the Authority's facilities being used as polling places will be offered to each eligible maintenance worker on the basis of a rotating list which lists individuals according to their seniority. This list shall be separate from those lists called for in Paragraphs A and/or F and for purposes of this Section, this list shall be referred to as "elections overtime." Switches in assignments may be made only with the advance approval of the Executive Director or his designee.
- F. Any available overtime assignments related to the servicing of trash compactors on weekends and/or holidays will be offered to each eligible maintenance worker on the basis of a rotating list which lists individuals according to their seniority. Placement on the list for such duty will be established for six (6) month periods, with each eligible worker either opting in or opting out of such work for the six (6) month period. If an individual opts in then that individual shall be placed on the list in order of seniority. Assignments for each six month period will begin from that point on the seniority list where the assignments for the preceding six month period ended. This list shall be separate from those lists called for in Paragraphs A and/or E and for purposes of this section, this list shall be referred to as "compactor overtime." Switches in assignments may be made only with the advance approval of the Executive Director or his designee.
- G. Other overtime shall be allotted in fair and equitable manner. Overtime lists shall be open to inspection at reasonable times.

Section 4. Night-Call Service

In recognition of the importance of this service, the Authority will pay any person performing night-call service as follows:

- A. A guarantee of eighteen (18) hours' overtime per week. If an employee works night-call service for a portion of a week, then one seventh of these eighteen (18) hours will apply for each night of night-call service that the individual works.
- B. A rate of one and one-half (1 ½) times the mechanic's rate for all hours worked on night-call service. All hours worked on a paid holiday will be compensated at double time.

- C. A guarantee of one (1) hour for each call.
- D. Mentors will be assigned to new employees entering call service and will serve as long as the Director of Housing and Facilities Management deems appropriate. Mentors will be paid a minimum of one (1) hour overtime when it is necessary for them to respond to a call.

Section 5. Miscellaneous

- A. Employees shall be given a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.
- B. Employees shall be given ten (10) minutes before lunch and before the end of the day for clean-up.

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	½ day on Good Friday
Day after Christmas	

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:

<u>Years in Service</u>	<u>Vacation Days per Month</u>	<u>Days per Year</u>
1 st -3 rd	5/6	10
4 th -6 th	1-1/4	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 month probationary period, he/she 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.
- H. If annual leave is to be taken for a period of longer than eight (8) 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 eight (8) hours or less, the employee shall request authorization from the Executive Director or his designee via his/her immediate supervisor at least eight (8) 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.
- 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 or his designee. 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 his/her foreman or the Director of Facilities and Housing Management in the foreman's absence to explain the nature of the illness and the need for the use of sick leave prior to approval by the Director or Facilities and Housing Management.
- 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's probation;
 - 2. The second offense will result in six (6) months' probation;
 - 3. The third offense will result in one (1) year's 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.
- 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 at 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 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 Workers' Compensation Insurance and are paid certain stated amounts due to injuries received on the job.
- C. 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 employees, upon the exhaustion of all accumulated sick leave due said employees, 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 reemployment 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.

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 received 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 an 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.

ARTICLE 21 – WAGE

- A. Effective January 1, 2008, the following three step wage scale will be in effect. Employees shall be hired at, or promoted to, step one of the applicable position rating and shall be eligible for a step increase annually until attaining the step three hourly wage for their position. Promotion to the next position rating shall be competitive, based on the needs of the Authority, in accordance with Article 15 of this Agreement. The annual step increase shall be granted upon recommendation of the Director of Facilities and Housing Management and approval of the Executive Director. Employees shall not be moved to a lower step or lose pay for the purpose of implementing the three step schedule.

<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Working Foreman	30.91	31.56	32.20
Assistant Working Foreman	27.40	27.97	28.54
Mechanic*	25.02	25.54	26.06
Mechanic Aide	23.42	23.91	24.40
Maintenance Aide Laborer	21.84	22.30	22.75
Groundskeeper Custodian	18.88	19.28	19.67
Housekeeper	12.06	12.31	12.56

* If the Authority chooses to assign a Mechanic to serve as Lead Mechanic (see description in Recognition clause), the rate of pay for the Lead Mechanic will be one dollar per hour higher than the hourly rate for Mechanic.

- B. Effective January 1, 2009, but to be paid retroactively to January 1, 2009 only after the Authority's 2009 operating budgets have been approved by HUD and the appropriate state agency, the wage scales which were in effect for 2008 shall be increased to the following:

<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Working Foreman	31.84	32.48	33.13
Assistant Working Foreman	28.23	28.80	29.38
Mechanic*	25.78	26.30	26.83
Mechanic Aide	24.13	24.62	25.12
Maintenance Aide Laborer	22.50	22.95	23.41
Groundskeeper Custodian	19.45	19.84	20.24
Housekeeper	12.43	12.68	12.94

*If the Authority chooses to assign a Mechanic to serve as Lead Mechanic (see description in Recognition clause), the rate of pay for the Lead Mechanic will be one dollar per hour higher than the hourly rate for Mechanic.

- C. Effective January 1, 2010, but to be paid retroactively to January 1, 2010 only after the Authority's 2010 operating budget has been approved by HUD and the appropriate state agency, the wage scales which were in effect for 2009 shall be increased to the following:

<u>POSITION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Working Foreman	32.80	33.46	34.13
Assistant Working Foreman	29.08	29.67	30.47
Mechanic*	26.56	27.10	27.92
Mechanic Aide	24.86	25.36	25.87
Maintenance Aide Laborer	23.18	23.65	24.13
Groundskeeper Custodian	20.04	20.45	20.86
Housekeeper	12.81	13.07	13.34

*If the Authority chooses to assign a Mechanic to serve as Lead Mechanic (see description in Recognition clause), the rate of pay for the Lead Mechanic will be one dollar per hour higher than the hourly rate for Mechanic.

- D. An employee working any shift commencing on or after 3:00 p.m. shall be paid a 10% differential for all hours worked.

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.

To assure safety when plowing with a dump truck, two men will be present, one to drive and one to aid in observing for hard to see objects and people.

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:

- 1. Harbor One
- 2. Section 457B Program

Section 5. Health Insurance

The Authority agrees to pay contributions to premiums for healthy 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. Uniforms

Maintenance employees under this Agreement are required to wear prescribed uniforms at all times while in the employ of the Authority. As full compensation for the cost of providing and maintaining these uniforms, each employee will be provided the following uniform allowance during the terms of this Agreement:

- 1. A sum of \$275.00 during January of each year.
- 2. A sum of \$275.00 during July of each year.

Section 7. Extreme Conditions

- A. 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.

- B. No employee under this Agreement shall be required to perform outside labor when the temperature reaches in excess of ninety-five (95) degrees.

Section 8. 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. Employees shall be notified of any changes in their weekly pay check.
- 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 two 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 – WORK ASSIGNMENTS

- A. Maintenance work assignments will be made by the Executive Director or his designee.
- B. Employees shall be assigned within the organization as far as practicable, to positions where their highest skills will be utilized, as determined by the Executive Director or his designee.
- C. In making assignments within the organization, due consideration shall be given to the employees involved, but the final determining factor will be serving the needs of the Authority.
- D. When a vacancy develops in a mechanic work assignment, the assignment will be posted, and current mechanics will be given five (5) days to submit an application. If a mechanic does not receive the position he/she will be told the reasons in writing. The decision will not, however, be grievable. The assignment may be filled temporarily pending this process.

ARTICLE 27 – 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 28 – 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. It is agreed that 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. 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 age 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 five thousand dollars (\$5,000) 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 three (3) members of this bargaining unit will be able to receive this supplementary longevity payment during any contract year. Once an individual begins to receive this 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 29 – 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 twelve hundred dollars (\$1,200.00) 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 issued prior to commencement of the course.

- C. With 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 30 – 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>
• To become effective on full ratification of the 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 31 – 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).

FOR LOCAL 888, SEIU:

FOR THE HOUSING AUTHORITY:

Susana Segat- SEIU 888 President

Ralph J. Serigi
Executive Director

Edward MacDonald September 4, 2008
date

Steve Cheluz

Michael J. Long

James O'Leary

Jeffery J. Matthews
R. J. Barr

MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding was agreed to as part of the settlement of the contract for 2008-2010, and the terms of this memorandum went into effect at the time of the full ratification of the 2008-2010 contract:

Insert the following at the start of the existing language in Article 16, Section 3, A:

- A. Except for overtime resulting from the Authority's facilities being used as polling places (which is spoken to in paragraph E below), and except for overtime related to the servicing of trash compactors on weekends and/or holidays (which is spoken to in paragraph F below), overtime which is scheduled . . . [The rest of the existing Section 3, A remains unchanged.]

Re-letter the existing Section 3, E and 3, G, and insert the following as new Sections 3, E and 3, F:

- E. Any available overtime assignments resulting from the Authority's facilities being used as polling places will be offered to each eligible maintenance worker on the basis of a rotating list which lists individuals according to their seniority. This list shall be separate from those lists called for in Paragraphs A and/or F and for purposes of this Section, this list shall be referred to as "elections overtime." Switches in assignments may be made only with the advance approval of the Executive Director or his designee.
- F. Any available overtime assignments related to the servicing of trash compactors on weekends and/or holidays will be offered to each eligible maintenance worker on the basis of a rotating list which lists individuals according to their seniority. Placement on the list for such duty will be established for six (6) month periods, with each eligible worker either opting in or opting out of such work for the six (6) month period. If an individual opts in then that individual shall be placed on the list in order of seniority. Assignments for each six month period will begin from that point on the seniority list where the assignments for the preceding six month period ended. This list shall be separate from those lists called for in Paragraphs A and/or E and for purposes of this section, this list shall be referred to as "compactor overtime." Switches in assignments may be made only with the advance approval of the Executive Director or his designee.