

AGREEMENT BETWEEN
QUINCY HOUSING AUTHORITY AND
AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL #93 LOCAL 1395
July 1, 2017 – June 30, 2020

This Agreement, entered into by the Quincy Housing, hereinafter referred to as the Employer, and Local 1395, State Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

PREAMBLE

The Employer is a public body and corporate by the laws of the Commonwealth of Massachusetts, as provided for in chapter 121B of the General Laws.

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ARTICLE I
MANAGEMENT RIGHTS

Except as otherwise provided herein, the Employer shall retain all rights, functions and prerogatives of the Employer formerly exercised or exercisable by the Employer and remain vested exclusively in the Employer.

These rights, whether exercised or not, include all rights and powers given to the Employer by law, the right to operate, manage and contract the Quincy Housing Authority and its activities, and to direct and control the work of its employees and the use of its properties, facilities and equipment; to determine the hours, schedules and assignments of work, and work tasks within the employee's classification; the right to establish, change or discontinue methods, facilities, operations, processes, services and techniques to require reasonable standards of performance and the maintenance of discipline, order and efficiency; to determine methods and procedures and to direct the employees; the assignment or work within the employees' classification; the right to obtain from any source, and to contract and subcontract for materials, supplies and equipment; the right to select, hire, suspend, evaluate, transfer, promote, demote and lay off employees for just causes; the right to require reasonable overtime work in the case of need; the right to promulgate and enforce all reasonable rules relating to operations, safety measures; and all other rights pertaining to the operation or management of the Authority; the right to have supervisory employees, not in the bargaining unit, perform work done by members in the bargaining unit, providing that in so doing, it will not displace employees of the bargaining unit. The failure by the Employer or Union to exercise any of its rights shall not be construed as a waiver of those rights.

ARTICLE II
RECOGNITION

The Employer recognizes Council #93, Local 1395, as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees of the clerical unit of the Quincy Housing Authority. The Employer will not aid,

promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining Council #93, Local 1395, or changing any condition contained in this Agreement.

ARTICLE III
UNION DUES AND INITIATION FEES

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the Authorization of Dues form. During the life of this Agreement, and in accordance with the terms of the form of authorization of dues hereinbefore set forth, the Employer agrees to deduct Council #93, Local 1395, membership from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Council #93, Local 1395, along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month. See Authorization for Payroll Deduction, Appendix "A".

AFSCME PEOPLE The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Agency Service Fee

Pursuant to M.G.L. Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours, and other conditions of employment, the QHA shall deduct from each such employee during the life of this Collective Bargaining Agreement and pay over to the Union, the exclusive bargaining agent of such employees, as an agency service fee, an amount

that is proportionally commensurate with the costs of collective bargaining and contract administration.

ARTICLE IV
DISCRIMINATION AND COERCION

There shall be no discrimination by management, or other agents of the Employer, against any employee because of his/her activity or membership in the Union or because of his/her race, color, religion, sex, disability, national origin, or age. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement, or refusal to comply with any order which would violate this Agreement.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties as to the application, meaning or interpretation of the Agreement, shall be settled in the following manner:

Step 1. The Union Steward and/or representative, with or without the aggrieved employee, at the option of the employee, shall take up the grievance or dispute, in writing, or in a form that is accessible to the person receiving it, with the employee's immediate supervisor within ten (10) working days of the date of the grievance, or his/her knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward within ten (10) working days. If the grievance concerns the employee's immediate supervisor, then the grievance shall immediately proceed to Step 2 of the Grievance and Arbitration Procedure.

Step 2 If the grievance is not resolved at Step 1, it may be appealed in writing to the Executive Director within ten (10) working days after the date of which the Step 1 response is due. The Executive Director or Assistant Director shall schedule a meeting with the Union Representative and the grievant within 20 days of receipt of a grievance at Step 2. The Executive Director or Assistant Director shall issue a decision on the grievance within 10 days of the meeting.

Step 3 If the grievance is still unsettled, either party may, within twenty (20) working days after the reply of the Executive Director is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by the State Board of Arbitration at any early mutually convenient date.

The decision of the arbitrator shall be final and binding on the parties, and the arbitration shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and Council #93, Local 1395. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available without charge to the other party and to that arbitrator.

Grievances involving disciplinary action shall be processed, beginning with appeal to the Executive Director, Step 2. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance, up to and including the restoration to the job with all compensation and privileges that would have been due the employee. Grievance hearing to be requested at any step of the procedure.

For purposes of this Article, working days shall exclude Saturdays, Sundays and legal holidays.

The Grievance and Arbitration procedure provided for herein shall not be available to challenge any disciplined issued to and/or discharge of a probationary employee.

Step 4

The submission to arbitration must be made within (30) days after the expiration of the last grievance procedure period. The arbitrator shall be selected by the mutual agreement of the parties. If the parties agree on a selection in the first instance, the American Arbitration and/or if mutually agreed to by both parties, the Labor Relations Connection, shall be requested to provide a panel of arbitrators.

ARTICLE VI
TEMPERATURE

Except for emergencies, employees shall not be required to work when the temperature in the work place is in excess of 80 degrees Fahrenheit or below 66 degrees Fahrenheit.

ARTICLE VII
SENIORITY AND JOB POSTING AND BIDDING

Section 1 Definitions

Seniority shall be defined as length of continuous service by an employee with the Authority from the date of his/her initial hire. If recalled during the recall period, as defined in Section 2 , individuals shall return to work with the amount of seniority at the time of the layoff. The Authority shall recognize the principle of seniority.

Section 2 Break in Seniority

Seniority shall be broken when an individual: (a) terminates voluntarily, (b) is discharged for cause, (c) exceeds an authorized leave of absence, (d) is laid off for a period in excess of the recall period or (e) refuses recall from a layoff during the recall period. The recall period shall be defined as a period of two years beginning on the day on which an employee is laid off.

Section 3 Vacancies

In the case of permanent job vacancies in AFSCME bargaining unit positions, the Authority shall post notice of such vacancies for a period of one (1) week in an appropriate place within the Authority's offices. Bargaining unit personnel, if qualified, shall be appointed to permanent job vacancies. When two (2) or more bargaining unit employees appear equally well qualified for any position, preference shall be given to the employee with the greatest seniority.

Any non-probationary employee selected to fill a vacant position within the bargaining unit shall serve a probationary period in the new position of ninety (90) days. If the Authority determines at any time during the probationary period provided for under this paragraph that an 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.

In the event the Authority is aware of any employee with disabilities who requires accommodations with respect to the posting and bidding for permanent job vacancies, the Authority shall provide reasonable accommodations.

Section 4 Lay-off and Recall

Unless the Authority and AFSCME agree otherwise, in the event of a layoff or elimination of a position, an affected bargaining unit employee may bump any less senior bargaining unit employee in the same and any lower job classification, provided the affected bargaining unit employee is qualified for the position into which he/she wishes to bump. An affected bargaining unit employee may grievance and/or arbitrate an adverse determination about qualifications.

In the event of a recall period, bargaining unit employees may be offered recall to the same job classification they held at the time of layoff. In the event that two (2) or more bargaining unit employees held the same job classification at the time of recall, recall shall be offered on the basis of seniority.

ARTICLE VIII HOURS OF WORK

The regular hours of work shall be consecutive, except for interruptions for lunch periods. The work shall consist of five (5) consecutive, seven (7) hour days, Monday through Friday, inclusive.

During the term of this Agreement, the parties will engage in continuing discussions regarding increasing the hours of work from 35 hours per week to 37.5 hours per week. These discussions will also involve other articles in the Agreement that are related to the hours of work, such as those involving Overtime and Call-back, Meal Periods, and other related articles. The parties agree that during the term of this Agreement, this Agreement will remain open for continued discussions and negotiations related to this issue.

ARTICLE IX
OVERTIME AND CALL BACK PAY

Section 1 Overtime

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of work in excess of seven (7) hours in one day or thirty-five (35) hours in one week. There shall be no pyramiding of overtime. All work performed on Sunday shall be paid at the rate of two (2) times the employee's regular rate of pay. Only time actually worked shall be considered for purposes of calculating overtime hours under this Section. Time for which an employee was on full pay status but did not actually work, shall not be considered.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek. When in cases of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, such personnel shall be released from their duties first when the workload lessens.

The Employer shall keep records in each time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the shop steward of the division involved.

Except as otherwise provided in this Agreement, overtime work shall be voluntary.

Upon the request of the employee, the Authority may grant at its discretion compensatory time in lieu of pay for overtime at a rate of one and one-half (1 ½) hours for each hour of work for which overtime compensation would be required under this Article, except as otherwise provided in this paragraph. Compensatory time granted by the Authority for time worked on Sunday is two (2) hours for each hour of work. Such compensatory time may not be accumulated in excess of thirty-five (35) hours.

Section 2 Call Back

Any employee called back to work on the same day, after having completed his/her assigned work and having left his/her place of employment, shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked on call back. Any employee called back pursuant to this paragraph will receive a minimum of four (4) hours pay

at time and one-half (1 ½). In accordance with the provisions set forth in Section 1, compensatory time off may be granted in lieu of overtime compensation.

ARTICLE X
UNION REPRESENTATIVES

A written list of Union Stewards and other representatives, as well as any changes in Union Stewards and/or other representatives, shall be furnished to the Authority. Upon request and subject to the Authority's operational needs, the Steward may be granted reasonable time off during working hours to investigate grievances without loss of pay. Requests for time off under this Article shall not be unreasonably denied.

ARTICLE XI
MEAL PERIODS

All employees shall be granted a meal period of one (1) hour's duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. An area will be set aside, with refrigerator and stove for employees who prefer to carry, or prepare lunches, and eat on the premises.

ARTICLE XII
REST PERIODS

All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift, whenever feasible.

ARTICLE XIII
HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Patriot's Day
Good Friday (1/2 day)	Thanksgiving Day
Veteran's Day	Christmas Day
Memorial Day	Day before Christmas
Independence Day	Day after Thanksgiving (Skeleton)
Day before New Year's (skeleton)	One Floating Holiday*

And any other day that may be declared a holiday by the Governor or the Commonwealth, General Court, City of Quincy, or by the President. Should any holiday fall on an employee's day off, the nearest scheduled working day will be considered to be a holiday.

Holiday pay shall be seven (7) hours pay at straight time rate. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay.

Except as otherwise provided, any employee required to work on a holiday shall receive an amount equal to two (2) times the regular rate of pay for all hours worked but in no case shall this be less than an amount equal to four (4) hours worked at the above rate, or compensatory time off shall be granted. Any employee required to work on a designated skeleton day (day after Thanksgiving, day before New Year's) shall be paid at straight time and shall receive an alternative paid day off in lieu of the skeleton day. The alternative day off shall be scheduled by agreement of the employee and the Executive Director, or his/her designee, and shall be scheduled in accordance with the Authority's operational needs.

All leave set out in this Agreement shall be requested/reported in a timely and proper manner, as prescribed by Management.

ARTICLE XIV
VACATIONS

The vacation year shall be the period from January 1, to December 31, inclusive. Each shall be credited with vacation leave with pay as follows:

- a. Each member during the first year shall be credited with one (1) day's leave at the beginning of each five (5) week period of service until December 31, not to exceed ten (10) days.
- b. For each year of service after the first year, an additional day of vacation to a maximum of twenty (20) days.
- c. Upon completion of twenty (20) years of service, five (5) weeks' vacation.
- d. All leave taken shall be requested/reported in a timely manner, as prescribed by management.

Upon termination of employment, the employee shall receive payment for vacation earned and not taken up to the date of his/her termination. For example, an employee entitled to vacation of three weeks based on his/her length of service, would earn one week vacation if he/she has terminated on April thirtieth in the year in which is vacation is earned. Earned vacation shall be prorated based on the length of employment in the year of termination. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Vacation leave may be accumulated up to two (2) years. In the event the Employer cannot grant vacation time by the end of the second year, cash payment shall be paid by the Employer for such vacation time lost.

Annually, in the month of June, employees may request in writing, to buy an additional five (5) days' vacation to use during the current fiscal year. Approval of such request is at the sole discretion of the Executive Director.

Employees electing to use paid vacation shall provide written notice to the Executive Director one month prior to the fiscal year beginning. Should an employee cease to be employed for any reason prior to the full reduction having occurred the amounts due shall be adjusted

appropriately in such employee's final paycheck. In the event that the Authority shall require employees to take an unpaid furlough, any days used as unpaid vacation in that fiscal year shall be credited to the furlough imposed and such employee shall have the required furlough days proportionately reduced. Unpaid vacation days must be taken in the fiscal year elected and may not be carried over into a subsequent fiscal year.

ARTICLE XV
SICK LEAVE

Each employee shall be credited with sick leave on the first of each month, with pay, at the rate of one and one-half (1 ½) days for each month of service. Such leave shall be accumulated without limit.

Sick leave shall be granted for sickness or injury of the employee and for absence or sickness in the family.

In case of absence due to an industrial accident, the Employer agrees to make up the difference between the employee's regular wages and the amount received from worker's compensation provided employee has earned credit for said sick leave. The amount of such difference shall be charged to sick leave.

An employee who retires from his or her position with the authority or dies while employed by the Authority shall receive a cash payment equivalent to fifty Dollars (\$50.00) per day for the number of days of unused accumulated sick leave credited to him or her on the date of his/her retirement or death. Maximum payment shall never exceed \$5,000. In the event of the employee's death, payment shall be made to his/her beneficiary as designated by the employee in writing, or in the absence thereof to his/her estate. Employees must be employed for at least five (5) years prior to retirement or death to be eligible for such payment.

The Parties agree to establish a committee comprised of two representatives of the Union and two representatives of management for the purpose of reviewing the Authority's sick leave policy.

The Authority may require medical evidence, in the form of a signed statement from a medical provider confirming the necessity of such absence for medical reason, for periods of absence of five (5) consecutive working days.

When the Authority has reason to believe that sick leave is being abused, the Executive Director or Assistant Director may provide the employee notice in writing, whenever practicable, that the Authority believes the employee may be abusing sick leave. If the Executive Director or Assistant Director believes the employee is continuing to abuse sick leave, the Authority must notify the employee in writing that he/she may be required in the future to provide medical documentation confirming the medical necessity of such future absence(s). The requirement to provide such documentation shall expire after three (3) months unless extended in writing by the Director or Assistant Director for cause. This shall not prevent the Authority from taking other disciplinary action based on specific evidence of a particular instance of sick leave abuse.

ARTICLE XVI
FUNERAL LEAVE

- A. Upon evidence satisfactory to the Authority of the death of an employee's spouse, child, foster child, step child, parent, step parent, brother, sister, grand parent, grandchild, person for whom the employee is legal guardian, parent or child of employee's spouse, or person living in the employee's immediate household, an employee shall be entitled to a maximum of five (5) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

- B. Upon evidence satisfactory to the Authority, an employee shall be granted one (1) day of leave without loss of pay to attend the funeral of the employee's brother-in law, sister-in-law, aunts, uncles, cousins or the grandparent of the employee's spouse.
- C. Upon satisfactory evidence to the authority, up to one (1) day of leave without loss of pay may, in the discretion of the Executive Director, be granted to attend the funeral of a person other than those listed in the above A and B.

ARTICLE XVII
PERSONAL LEAVE

An employee shall be granted time off, for which said employee will be paid at the employee's normal rate. Such personal leave shall not exceed three (3) days in any calendar year, is non-cumulative; non-redeemable; and credited at the rate of one day for every four (4) months of service.

All requests for personal leave days must be submitted for each personal leave day, in writing, reasonable in advance, except in emergency situations.

ARTICLE XVIII
JURY PAY

The Employer agrees to pay an employee the difference between his/her regular compensation and the amount he/she receives as jury duty pay during periods in which the employee serves as a juror. Paid jury leave shall not occur more often than is required by law.

ARTICLE XIX
HEALTH AND WELFARE

It is agreed that should any change occur in the statutes affecting Health and Welfare plans, this Agreement will be immediately reopened for negotiations on this subject. The Union will be a part of any negotiations of contracts between the Employer and insurance carriers dealing with coverage that affects its members.

In this Agreement, and made a part of it as **Appendix B**, shall be established a classification and pay plan. It shall list all positions covered by this Agreement, by title, along with the wages for each position.

ARTICLE XX
OUT OF CLASSIFICATION PAY

The Employer will pay an employee for higher classification for the days actually worked, when an employee assumes another Union position, from the date of his/her assignment to that position by the Executive Director. This would not apply when filling in for a person who is on a scheduled vacation.

When assuming a management position, the Authority will pay \$10.00 a day extra for the days actually worked to an employee who has assumed that position. This would not apply when filling in for a person who is on a scheduled vacation.

ARTICLE XXI
FAMILY LEAVE OF ABSENCE

1. Maternity Leave

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 must be requested in writing to the Executive Director at least thirty (30) days in advance and approved by the Board and shall not exceed three (3) months from conclusion of pregnancy. A three month extension may be requested and considered by the Executive Director and the Board.

2. Paternity Leave

In addition to the use of earned sick leave paternity leave without pay shall be granted or assigned for specific periods by the Employer, on an individual basis, depending on the medical evidence, family situation, job classification or duties. Such leave must be requested in writing to the Executive Director at least thirty (3) days in

advance and approved by the Board and shall not exceed three (3) months from the birth of the child.

3. Adoption Leave

In addition to the use of earned sick leave, adoption leave without pay shall be granted or assigned for specific periods by the Employer, on an individual basis, depending on the medical evidence, family situation, job classification or duties. Such leave must be requested in writing to the Executive Director at least thirty (30) days in advance and approved by the Board and shall not exceed three (3) months from the adoption of a child.

If this Agreement is inconsistent with any provisions of the Family Medical Leave Act which the Authority is required by law to follow, the Authority will comply with its legal obligations pursuant to said Act.

ARTICLE XXII MILITARY LEAVE

A Military leave of absence, without compensation, shall be granted to any permanent employee called to active duty with the Armed Forces of the United States, and his/her retirement benefits shall be continued. A permanent employee who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence without loss of pay during his/her annual tour of duty, not exceeding seventeen (17) days.

A permanent employee who is a member of the Armed Forces of the Commonwealth of Massachusetts, and who is called to active duty by the Governor for the purpose of repelling an invasion, suppressing an insurrection or civil disorder, or maintaining order in the case of public disaster or emergency, shall be granted a leave of absence without loss of pay during the period of such service. Said leave is to be limited to 90 days, with employee's military pay to be deducted from employee's Quincy Housing Authority salary, with all benefits to continue during said leave. He/she shall also be granted a leave of absence without loss of pay during his/her

annual tour of duty, not to exceed seventeen (17) days with the Armed Forces of the Commonwealth of Massachusetts. A permanent employee will not lose his/her seniority if he/she is called to active duty for an extended period of time, provided that he/she returns to his/her job within one (1) month of honorable discharge or release from active duty and files with the Quincy Housing Authority the certificate of a registered physician that he/she is not physically disabled or incapacitated for his/her position in the Housing Authority, and that he/she can perform the essential functions of his/her position.

ARTICLE XXIII
TRAVEL EXPENSES

- A. Employees of the Authority may perform official travel upon authorization by the Board, or as authorized by the Executive Director or Chairperson.
- B. Transportation costs for employees authorized to travel on official business of the Authority shall be paid by the Authority. First class rail and Pullman accommodations, coach airline, if advantageous, or personally owned automobile, shall be the standard means of transportation. Cost of taxis, telephone calls, telegrams, secretarial services and other necessary and reasonable expenses in connection with official travel shall be considered reimbursable items. Reimbursement will also be made for reasonable accommodations which have been made as a condition of employment for persons with disabilities.
- C. In addition to costs as outlined above, actual expenses for subsistence, based upon an approved expense itemization, will be reimbursed, according to budget guidelines.
- D. Authorized travel, performed in privately owned automobiles shall be paid by the Authority at the rate authorized by the Department of Housing and Community Development, in addition to the per diem outline above, whenever travel is involved, records of car expenses, mileage, etc. shall be submitted within one month.

ARTICLE XXIV
OTHER LEAVE

Leave of absence, with pay may be granted for the following:

- A. Blood donations – one half (1/2) day shall be granted on the date of donation.
- B. Leave of absence, with pay, shall be granted to persons who are officers, delegates or alternate delegates of union organizations representing AFSCME bargaining unit employees for the purpose of attending National or State Conventions of their organizations; said leave of absence to be limited to one representative, not to exceed five (5) days for a National Convention or three (3) days for a State Convention. If a person is granted permission to attend such a convention under this rule, the person shall be granted leave of absence, with pay, and said absence shall not be charged to available vacation leave credits.
- C. Persons who are officers of union organizations representing Quincy Housing Authority employees shall be granted a leave of absence without pay to attend hearings before State Legislative Committees or Commissions on matters pertaining to interest of local Union and not more than ten (10) executive board meetings per calendar year. Persons who are officers or members of union organizations representing Quincy Housing authority employees shall be granted leave of absence, with pay, to attend conferences with department heads, board of commissioners in the interest of business pertinent to the membership of their organization to the Housing Authority.
- D. The Authority shall establish a “phone tree” for the sole purpose of notifying employees of the closure of the Authority’s offices as a result of a weather related event. The Executive Director shall have the sole/unreviewable authority to determine whether such notice shall be given. The Executive Director or the Executive Director’s designee, so designated in writing may initiate such phone tree.

ARTICLE XXV
PROBATIONARY PERIOD

There will be a one hundred eight (180) day probationary period for all new employees. During the probationary period, employees may accrue contractual benefits. However, all accruals shall be subject to the employee's successful completion of the probationary program. Probationary employees shall not utilize contractual benefits during the probationary period unless, upon request, the Executive Director, in his/her sole discretion, advances the contractual benefits to a probationary employee.

ARTICLE XXVI
LONGEVITY PLAN

In keeping with the City of Quincy policy, longevity payments to employees who attain the required years of service shall be paid on July first of each year in accordance with the following schedule. Those payments shall be prorated for retirees for the months worked.

After five years of service	175.00
After ten years of service	250.00
After fifteen years of service	500.00
After twenty years of service	700.00
After twenty five years of service	1000.00

To maintain parity with the City of Quincy, Management agrees that if during the term of the negotiated contract, the City increases its longevity payments, the Quincy Housing Authority will also increase its longevity payments accordingly. (These, however, will not be retroactive)

ARTICLE XXVII
DOCUMENTATION OF RECORDS

Personnel records will be kept for each employee and any document that could be construed as negative or disciplinary in nature inserted in the personnel folder will be signed by the party making the insertion and the employee. If the insertion is a charge against the employee, the employee will sign an acknowledgement of the charge, and will have fifteen 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.

Upon written request of the employee, and at the sole discretion of the Executive Director, all disciplinary material shall be removed from an employee's personnel record on file after one (1) year, provided no further incidents of a similar nature have occurred.

The parties further agree, that this new provision will be retroactive for all previously imposed discipline that may be in an employee's record. The decision of the Executive Director is non-grievable.

The Employer will maintain copies of position descriptions for all bargaining unit positions. Such copies will be available for inspection and/or copying upon request.

ARTICLE XXVIII MISCELLANEOUS PROVISIONS

1. **BULLETIN BOARD.** Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards. Should any provision of this Agreement be found to be in violation of any Federal or State law or by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement, not specifically covered by this Agreement, shall remain in full force and effect. If proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

2. **NO DISCRIMINATION.** The parties to the Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, disability, age or national origin and that such person shall receive the full protection of this Agreement.
3. **ACCESS TO PREMISES.** The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council #93 and/or Local 1395 to enter the premises at any time for individual discussions of working conditions, with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees. In the event an employee reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be paid for seven hours at the rate to which he/she would be entitled for his/her shift.
4. **SAVINGS CLAUSE.** This Agreement is conditioned upon funding and appropriation for each individual fiscal year by the various funding sources. Where insufficient appropriation is made for any particular year, the parties shall re-negotiate as to the year in question. Should any of the terms and conditions of the Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.
5. Once a year the Housing Authority will host a half day, on site cookout, organized by the bargaining unit members, to encourage communication and collegiality amongst the staff. The Union and Management will meet to discuss an agreed upon date.

ARTICLE XXIX
TUITION REIMBURSEMENT

The Employer agrees to reimburse employees for the cost of certain job related educational programs, subject to the following laminations:

1. Reimbursement is limited to a maximum of \$250.00 per year for any qualifying employee.

2. The course or courses must be approved in advance by the employee's department head as being job related, and approved by the Executive Director.
3. Reimbursement shall be made after submission of evidence of payment and of successful completion of the course.
4. The total sum available for reimbursement under this Article shall not exceed a maximum of \$1,800 in any contract year.

ARTICLE XXX
GENERAL WAGE INCREASES

The following are wage increases to base salary:

Year One	2% retroactive to July 1, 2017
Year Two	2% on July 1, 2018
Year Three	2% on July 1, 2019

Agreed upon wage increase is based on the understanding that the current vacant position of Admissions Clerk, will remain vacant during the term of this contract. The parties further agree to discuss, prior to the expiration of this contract, whether the position of Admissions Clerk remain vacant.

ARTICLE XXXI
EFFECTIVE DATE

This Agreement shall be in effect from July 1, 2017 to June 30, 2020. Should a successor agreement not be executed by June 30, 2020, this Agreement shall remain in full force and effect until a successor agreement is executed.

ARTICLE XXXII
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 XXXIII
LABOR MANAGEMENT COMMITTEE

The parties agree to establish a labor-management committee comprised of 2-3 union members and 2-3 management members to meet informally on a monthly basis to discuss workplace issues of mutual concern and to promote harmonious labor relations.

ARTICLE XXXIV
EVALUATION

The Parties agree that the Employer has a right to evaluate the performance of its employees based on each employee's job descriptions. Evaluations will be performed annually during the months of September and October. The evaluation tool is attached as Appendix C.

Performance evaluations should be seen primarily as a developmental tool and shall not be used as a form of discipline. The Review will be used as a form of communication and guidance in order to assess an employee's job related strengths and weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

Annual employee reviews will be kept confidential and will be maintained in each employee's personnel file. An employee may request to review such evaluation at any reasonable time. Such employee shall have the right to file a written statement in response to any such evaluation.

ARTICLE XXXVI
PROJECT BASED ACCOUNTING

The parties shall acknowledge that as of July 1, 2007, the Employer is required by mandate of the Department of Housing and Urban Development (HUD) to implement "Project Based Accounting". The Employer agrees to give the Union notice and opportunity to bargain the impacts of any changes for which it is required by law, with the understanding that said

negotiations shall not impede the implementation of Project Based Accounting, and in some circumstances the impact of a change may not be immediately known, therefore, the Employer agrees to discuss those situations as they arise.

XXXVIII
Progressive Discipline


The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended to be from a less severe to more severe corrective action in order to bring about the necessary change in work habits. An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause.

The provisions of this Article shall not be applied in an arbitrary or capricious manner. In some cases, however, actions or omissions, which have resulted or will result in harm to the institution or members thereof, may require imposition of severe sanctions in the first instance. Progressive disciplinary actions may include, but are not limited to oral reprimand, written reprimand, suspension without pay, demotion and discharge. Whenever any substantive material is inserted into the personnel file or records for an employee, such employee shall be given a copy of such material.

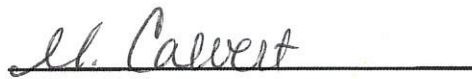
The employee may challenge the accuracy or propriety of such material by filing a written statement of the challenge in the personnel file within twenty (20) calendars.

The parties agree that this Memorandum of Agreement has been ratified by the bargaining unit and the Board of Commissioners of the Quincy Housing. This agreement was executed on the 27 day of June 2018

AFSCME Council #93, AFL-CIO Local 1395 by:



Kimberly Sylvia, Staff Representative

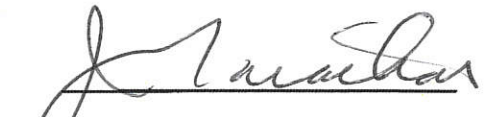


Michelle Calvert, Steward



Joan Murphy, Negotiating Team Member

Quincy Housing Authority by



James Marathas, Executive Director
Duly Authorized

Appendix "A"

AUTHORIZATION FOR PAYROLL DEDUCTIONS

BY: _____, Employee

TO: QUINCY HOUSING AUTHORITY, Employer

Effective _____, I hereby request and authorize you to deduct from my earnings each Weekly Period the amount of \$ _____, or any increases accepted by union members.

These deductions may be terminated by me by giving sixty (60) days written notice in advance, or upon termination of my employment.

Employee: _____

Address: _____

APPENDIX B
AFSCME UNION EMPLOYEES
SALARY SCHEDULE

<u>TITLE</u>	
ACCOUNTS PAYBLE CLERK	50,263.72
ADMISSIONS CLERK	42,478.80
LEASED HOUSING CLERK TYPIST	42,478.80
HOUSING SEARCH SPECIALIST/CLERK TYPIST	39,421.20
JR. BOOKKEEPER	43,916.60
LEASED HOUSING INSPECTOR	58,331.00
PUBLIC HOUSING INSPECTOR	58,331.00
MAINTENANCE SECRETARY/INSPECTION COORDINATOR	54,399.80
MODERNIZATION COORDINATOR	51,830.48
OCCUPANCY SPECIALIST	49,485.80
RECEPTIONISTS/SUPPLY CLERK	41,878.20
HAP SPECIALIST	49,485.80
SR. HAP SPECIALIST	51,833.60
LEASING OCCUPANCY HAP SPECIALIST	49,540.40
MAINTENANCE CLERK	43,425.20

SIDE LETTER]

In the event the Quincy Housing Authority amends its Personnel Policy to reflect a sick leave accrual of one and one-quarter (1 ¼) days for each month of service for newly-hired employees, the one and one-quarter (1 ¼) day accrual rate shall become effective for all newly hired bargaining unit employees. The new accrual rate shall become effective for newly hired bargaining unit employees thirty (30) days after the effective date of the amended Personnel Policy.

The parties acknowledge that the following three positions, as a part of their duties, occasionally attend night briefings or meetings related to the Leased Housing Department; Rental Assistance Administrator. There have been, at times, two such meetings per month and, during other months, there are no such meetings. When the meetings are held, they usually commence at 6:30 p.m. and staff duties conclude by 9 p.m. To accommodate these occasional meetings and the Authority's schedule and staff person's schedule, it is hereby agreed that when such meetings are scheduled, the Authority may change the work day of the involved staff for that day so that it commences eight hours before the anticipated end of such night meeting and concludes at the end of such meeting, resulting in a seven hour work day with a one hour meal break and two fifteen minute breaks. For example, if such a meeting is scheduled to end at 9 p.m. that work day would start at 1 p.m. and end at 9 p.m. No overtime will be payable as a result of this change in working hours.