



RFP ADDENDUM #1

To: All Bidders

From: Rita V. Brousseau, Chief Procurement Officer

Date: July 1, 2021

Re: RFP 2021-4 Payroll Services

This Addendum modifies and forms a part of the Bid Set documents dated June 14, 2021.

This Addendum consists of the following: Three (3) typed pages and one CBA attachment.

Where any items called for in the bid documents are supplemented here, the supplemental requirements shall be considered as added thereto. Where any original item is amended, voided, or superseded here, the other provisions of such items not specifically amended, voided, or superseded shall remain in effect.

Answers to bidder's questions:

- 1. Question:** How many Union contracts do you have, and would you be willing to share them? We want to make sure we can automate the pay policies in our Dayforce system.
Answer: 1 Union contract. see attached.
- 2. Question:** Will employees be punching in/out through clocks? If so, what kinds of clock (ex: pin, badge, biometric) and how many do you need?
Answer: In the RFP we state "ability to provide an electronic "time clock" or other solution for remote offices without computer access that can be incorporated into the online platform.
- 3. Question:** How are new hires filling out their onboarding paperwork?
Answer: Right now, it is all done manually with paper forms.
- 4. Question:** For pricing purposes, how many years of personnel data do you require transferred? We would routinely include pricing for just 3 years data transfer.
Answer: 5 years would be our preference.
- 5. Question:** What Payroll software do you currently use, that the data would be transferred from?
Answer: Complete Payroll Solutions.



6. **Question:** On page 11 of 81 in the RFP item d states a hard-check delivery requirement; is this for all employees, or just exceptions? We would like the approximate number of those receiving hard checks for our pricing.
Answer: Just exceptions. We currently only have 2 employees who receive a hard check.
7. **Question:** On Attachment D it asks for the MA Business License and type; for these out-of-state electronic services, is a State of MA business license required for consideration in this evaluation?
Answer: The company must be registered to do business in the State of Massachusetts.
8. **Question:** Will not having a MA Business License prevent selection for award?
Answer: See 7 above.
9. **Question:** Based on the current timeline I think a Go-Live to for Nov. maybe difficult to meet. Would this be a dealbreaker?
Answer: LHA anticipates a contract be awarded in September and implement and has pushed delivery payroll process and time management service no later than Quarter 1, 2022.
10. **Question:** In working on this RFP I wondered if it is possible to get Attachment H (Price Proposal) in Excel or Word in which I can enter the information?
Answer: A fillable Excel version of the Price Sheet (Attachment H) is available by emailing a request to rbrousseau@lhma.org.
11. **Question:** Payroll is transmitted on Tuesday, with checks expected to be delivered Wednesday. What day of the week is payday?
Answer: Thursday
12. **Question:** Of the average 85 employees, how exactly are Full-Time?
Answer: Right now, we have 85 full time employees. On average we have 85 full time and 10 part time employees.
13. **Question:** How many 1095's were generated in 2019?
Answer: 88
14. **Question:** How many total direct deposit transactions, on average?
Answer: 92
15. **Question:** Benefits - Are you GIC or Private benefits (Fully or Self-Funded)?
Answer: GIC



16. **Question:** Which Tab should Attachment K and L be submitted under?

Answer: Tab 11 Other Information.

17. **Question:** On page 70 of 81 in the RFP is it correct that the Section 3 documentation should be submitted under Tab 9? Or should it be Tab 10?

Answer: Tab 10 Section 3 Business Preference Documentation.

18. **Question:** Which Tab should we address answering the requirement features listed in Section 2 of the RFP? List of requirements begins on page 8 of 81.

Answer: Tab 4 Technical Approach/Plan of Services.

19. **Question:** Should Attachment I be partially completed and returned by the vendor, or will this all occur after selection for award?

Answer: No, do not fill out and attach. This is a sample only. It will occur after award selection.

NOTE TO ALL BIDDERS: YOU MUST ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON YOUR BID SUBMISSION FORM WHERE INDICATED OR INCLUDE A COPY OF ADDENDA IN YOUR BID SUBMISSION.



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE LOWELL HOUSING AUTHORITY

AND

LOCAL UNION 115 OF THE INTERNATIONAL

UNION OF PUBLIC EMPLOYEES

OCTOBER 1, 2020 - SEPTEMBER 30, 2023

PREAMBLE

This Agreement is made this 1st day of October 2020 by and between the Lowell Housing Authority, its successors or assigns (hereinafter referred to as the “Authority”), and Local Union #115 of the International Union of Public Employees, affiliated with the American Federation of Labor and Congress of Industrial Organizations, its successors and assigns, and on behalf of the employees covered by this contract (hereinafter referred to as the “Union”).

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Union and the Authority, and set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties:

Now, therefore, in consideration of the promises and the mutual agreements herein stated, it is agreed as follows:

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ARTICLE I RECOGNITION CLAUSE

Section 1.1 - Recognition of Union:

For the purpose of collective bargaining, with respect to wages, hours, and any other terms and conditions of employment, the Authority recognizes the Union as the exclusive representative of all employees of the Authority as such employees are defined in Sections 1.3, 1.4 and 1.5 of this Agreement.

Section 1.2 - Employer Relations with Conflicting Labor Group or Organization:

The employer will not aid, promote or finance any labor group or organization to maintain any agreement with any such group or individual for the purpose of undermining the Union or changing any conditions contained in this Agreement.

Section 1.3 - Definition of "Employees":

Whenever used in this Agreement, the term "Employee(s)" shall mean all full-time and regular part-time employees of the Authority holding the following job titles: Custodian, Aide, Maintenance Technician, Mechanic Aide-Heating, Mechanic Aide-Painting, Mechanic, Mechanic-Small Engine, Mechanic-Electrician, Mechanic-Plumber, excluding all managerial and confidential employees and all other employees of the Authority.

Section 1.4 - Definition of Probationary Employee:

A newly hired employee or an employee rehired after termination shall be in "probationary" status until he/she has completed a six-month period of employ. The discipline and/or discharge of an employee who is in probationary status shall be at the unfettered discretion of the Authority, and grievance and arbitration procedures as referred to in Articles V and VI shall not apply to an employee until he/she has successfully completed his/her probationary period.

Section 1.5 - Definition of Temporary Employee:

An employee hired to fill a position temporarily vacated due to a permanent employee's injury, illness and/or approved leave of absence shall not be entitled to any of the benefits of this contract including but not limited to the grievance and arbitration procedure as referred to in Articles V and VI.

Section 1.6 - Union Shop Steward:

a. Recognition of Shop Steward:

From among the employees of the Union, the Union may designate, and the Authority will recognize not more than three (3) Shop Stewards, not more than two (2) for collective bargaining, to serve as the Union's agents in the representation of employees. The Authority shall not be required to recognize any employee as a Shop Steward unless the Union has informed the Authority, in writing, of the employee's name, department, and designation as the Shop Steward.

b. Compensation and Permitted Absences from Duties:

Shop Stewards shall be afforded such absences with pay from their regular and customary duties as may be reasonably required to:

1. Attend meetings with Authority representatives pertaining to discharges, discipline, or other personnel matters.
2. Visit areas and personnel in which and with whom they may have legitimate business as Union Stewards.

Notwithstanding the above, Union Stewards are required to notify and receive permission from their immediate supervisor(s) prior to leaving the normal and customary worksite. In addition, permitted absences pursuant to this section shall net exceed five (5) hours per week.

**ARTICLE II
UNION MEMBERSHIP DUES AND INITIAL FEES**

Section 2.1 - Union Membership:

As a condition of employment, all employees who are members of Local 115 on or after October 1, 2008, shall remain members in good standing for the term of this Agreement, and all employees who, after this, date, enter the bargaining unit covered by this Agreement shall, on and after the 30th day following the beginning of his/her employment become and remain a member of this Union in good standing.

Section 2.2 - Voluntary Deduction:

The Authority shall, for the duration of this Agreement, deduct regular periodic Union dues each week from the paycheck of each new employee who individually and voluntarily certifies in writing authorization for such deduction. The Union agrees to indemnify and save the Authority harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Union dues from an employee's pay. The deducted dues shall be remitted to the Union weekly. Any changes in the dues schedule shall be submitted to the Authority by the Treasurer of the Union, in writing, at least one month prior to the time of deduction.

Section 2.3 - Form of Authorization:

The voluntary authorization for the deduction specified above shall be as follows:

TO: LOWELL HOUSING AUTHORITY

PAYROLL DEDUCTION AUTHORIZATION

I hereby assign to Local 115, International Union of Public Employees, from any wages earned or to be earned by me as your employee, the current Initiation Fee and the current periodic dues deducted, or such amount as may hereafter be established by the Union and become due to it, pursuant to its Constitution and By-Laws, as my membership dues in said Union. I authorize and, direct you to deduct such amount from earned wages on each payroll check and to remit the same to the Secretary-Treasurer of the Union.

This assignment, authorization and direction shall remain in effect until revoked by me and shall be irrevocable for a period of one year from the date hereof or until the termination date of my applicable collective bargaining agreement, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collection agreement between you and the Union, whichever shall be shorter, unless written notice of revocation is given by me to you by registered mail not less than ten (10) days prior to the expiration of each period of one year, or of each applicable collective agreement between you and the Union whichever occurs sooner.

Date: _____ Name: _____

Section 2.4 - Effective Date of Article:

No deduction shall be made until and unless this Agreement has been ratified in accordance with Massachusetts General Laws, Chapter 150E Section 12.

**ARTICLE III
APPLICABLE LAW AND REGULATIONS**

Section 3.1 - Subordination to Existing Law:

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 portion hereof if in conflict therewith and 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 published 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 the Agreement shall, at all times, be applied subject to such laws. If any provision of this Agreement is held invalid by court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

ARTICLE IV MANAGEMENT RIGHTS

Section 4.1 - Retention of Managerial Prerogatives:

The Authority shall not be deemed to be limited in any way by this Agreement in the exercise of its regular and customary functions and prerogatives, and the Authority reserves and retains all powers, authority and prerogatives not expressly abridged or modified by this Agreement, including the right to direct employees, to hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against employees, to relieve employees from duties because of lack of work or for other valid reasons, to maintain the efficiency of the operations, and to determine the methods, means and personnel by which such operations are to be conducted. Further, to take whatever actions may be necessary to carry out the mission of the Authority in situations of emergency.

ARTICLE V GRIEVANCE PROCEDURE

Section 5.1 - Definition of Grievance:

A grievance is an allegation by the Union that the Authority has violated an express provision of this Agreement.

Section 5.2 - Procedural Steps:

- a. Step 1 - Written Notice to Property Manager: Within ten (10) working days of the occurrence of the event giving rise to the grievance, or within ten (10) working days after an aggrieved employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee and/or the Union shall present the grievance, in writing, to the appropriate immediate Supervisor. The Property Manager shall respond to the grievance, in writing, within five (5) working days thereafter.
- b. Step 2 - Written Notice to the Executive Director. In the event a properly presented grievance is not settled at Step 1, the union, not later than five (5) working days after receipt of the Property Manager's written answer at Step 1, may file a written appeal of that answer to the Executive Director of the Authority. Not later than ten (10) working days after receipt of the written appeal, the Executive Director or his/her designee shall meet with the Union and give his/her written answer to the grievance within ten (10) working days after such meeting, which answers shall be final and binding on the employee, the Union and the Authority, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Article VI of this Agreement.

Section 5.3 - Written Presentation:

All grievances presented at Step 1 of the procedure set forth in Section 5.2 of this Agreement shall set forth: the facts giving rise to the grievance; the provision (s) of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee; and the remedy sought. All grievances at Step 1 and appeals at Step 2 of the procedure set forth in Section 5.2 of this Agreement shall be signed and dated by the aggrieved employee and/or Union steward. All written answers submitted by the Authority shall be signed and dated by the appropriate Authority representative.

Section 5.4 - Time Limitations:

The time limitations set forth in this Article V are of the essence of this Agreement. No grievance shall be accepted by the Authority unless it is submitted within the time limits set forth in Section 5.2 of this Article. If a grievance is not timely submitted at Step 1, it shall be deemed to have been waived. If a grievance is not timely appealed to Step 2, it shall be deemed to have been settled in accordance with the Authority's Step 1 decision. If a grievance is not timely appealed to Arbitration following a Step 2 decision, it shall be deemed to have been settled in accordance with the Authority's Step 2 decision. If the Authority fails to answer within the time limits set forth in Section 5.2 of this Agreement, a grievance shall automatically proceed to the next step.

The time limitations outlined herein may be extended by mutual written agreement of the parties.

Section 5.5 - Electronic Mail as Writing:

Transmission by electronic mail shall be considered a "writing" as defined in this Article.

Section 5.6 - "Working Days" Defined:

The term "working days" as defined herein shall include Saturdays, Sundays and Holidays listed in Article IX.

ARTICLE VI ARBITRATION

Section 6.1 - Appeal Procedure:

Any grievance, as defined in Section 5.1 of this Agreement, that has been properly and timely processed through the grievance procedure set forth in Article V of this Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union and the affected employee serving the Authority with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section 6.1 within thirty (30) calendar days after receipt of the written answer of the Authority at Step 2 of the grievance procedure set forth in Article V of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Authority at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the Authority, and the Union.

Section 6.2 - Option of Choice of Forum for Certain Employees:

Any employee with a total period of five (5) years of uninterrupted service eligible for the protection of the benefits relating to discharge, suspension, and discipline as outlined in and provided for by M.G.L. c. 121B, S 29 who is not satisfied with the results of the Step 2 decision as outlined in Article V, Section 5.2(b) shall, during the time period specified in this Section 6.1, choose to either pursue his/her remedies according to the provisions of N.6.L. c. 121B, § 29 of this Article VI; any employee choosing to exercise his/her rights of Arbitration as outlined herein voluntarily waives his/her rights pursuant to H.6.L. c. 121 B, § 29, and any employee choosing to exercise his/her rights pursuant to M.G.L. c. 121B, § 29, voluntarily waives his/her rights pursuant to this Arbitration Article.

Section 6.3 - Selection of Arbitration:

Not later than ten (10) calendar days after the Union serves the Authority with written notice of intent to appeal a grievance to Arbitration, the Union shall submit its request for arbitration to the American Arbitration Association which shall conduct the arbitration in accordance with the Voluntary Labor Arbitration Rules as amended and in effect January 1, 1986.

Section 6.4 - Arbitrator's Jurisdiction:

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision (s) of this Agreement at issue between the Union and the Authority. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Authority and the Union. The written award of the Arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the

aggrieved employee, the Union, and the Authority.

Section 6.5 – Fees and Expenses of Arbitration:

The fee of the American Arbitration Association/ hearing room rentals, and the fees and expenses of the Arbitrator shall be shared equally by the Authority and the Union; otherwise each party shall bear its own arbitration expense.

Section 6.6 – Location of Arbitration Hearings:

All arbitration hearings shall be held in Lowell, MA at a site to be mutually agreed upon by the parties.

Section 6.7 - Electronic as Writing:

Transmission by electronic mail shall be considered in "writing" as defined in this Article.

Section 6.8 – Time Limitations:

The time limitations outlined herein may be extended by mutual written agreement of the parties.

ARTICLE VII EQUAL EMPLOYMENT OPPORTUNITY

Section 7.1 – Policy:

It is the policy of the Authority to provide equal opportunity employment to all employees and applicants for employment. No person is to be discriminated against in employment because of race, religion, color, sex, age, national origin, union activity, or disability.

The Authority recognizes its obligations pursuant to all Executive Orders, Title VI of the Civil Rights Act of 1991, § 504 of the Rehabilitation Act of 1973, Title I of the Americans with Disabilities act, the Civil Rights Act of 1991, Article 114 of the Commonwealth's Constitution and M.G.I, c. 1518, § 4.

Section 7.2 - Application:

This policy applies to all terms, conditions, and privileges of employment including, but not limited to, hiring, introductory period, training, placement and employee development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreational programs, employee facilities, termination, and retirement.

Section 7.3 - Affirmative Action Policy:

The Authority will establish a written affirmative action program to achieve prompt and full utilization of minorities, the disabled, Vietnam-era or disabled veterans, and women at all levels and in all segments of the work force. The results of the program are to be reviewed annually, and the program is to be modified as necessary to achieve its stated objective.

ARTICLE VIII HOURS OF WORK

Section 8.1 - Regular Work Week:

Generally, the workweek shall consist of eight (8) hours per day for five (5) consecutive days, Monday through Friday, for a total of forty (40) hours per week. Employees not assigned to specialized classifications shall commence work at 8:00 a.m. and end the work day at 4:30 p.m. with one-half (1/2) hour for lunch as assigned by each employee's immediate supervisor (the lunch one-half (1/2) hour shall generally be from Noon until 12:30 p.m. unless unusual situations require otherwise).

Employees not assigned to specialized classifications shall also be entitled to a morning work break of fifteen (15) minutes and afternoon work break of fifteen (15) minutes as assigned by each employee's immediate supervisor. The morning break shall generally be from 9:00 a.m. to 9:15 a.m. and the afternoon break shall generally be from 3:00 p.m. until 3:15 p.m. unless unusual situations require otherwise. Employees shall not be allowed to leave the

work site during breaks.

It is understood that deviations from the above schedule may be necessary, particularly in the working hours of specialized classifications. In establishing such deviations, the Authority shall confer with the Union in advance of such deviations but the final right to establish hours of work rests with the Authority.

In addition, there shall be a flex shift manned by two (2) Maintenance Technicians Monday through Friday between the hours of 4:30 p.m. and 1 a.m. Flex shift employees will be allowed to alter their schedules between the above-mentioned times no more than "twice" in a calendar year with the consent of the Executive Director. The shifts shall be 8.5 hours with one-half hour for lunch and comprised of forty (40) hours. All non-regular shifts shall be assigned based on seniority with the senior employee having first option and the least senior employee having to accept.

Section 8.2 - Distribution of Overtime Policy:

Distribution of scheduled overtime shall be offered on an equal basis to all employees within that development where overtime is scheduled; if no employee accepts the overtime, it shall be offered to all employees within the classification throughout Lowell Housing Authority. Forced overtime will be issued to the employee with the least amount of overtime within the classification and the development where the overtime exists.

Section 8.3 - Rate of Overtime:

Employees shall be paid overtime at the rate of time and one-half (1½ X) of his/her regular rate of pay in excess of eight (8) hours of work in one day or forty (40) hours in any one week.

Double time (2X) shall be paid in the following instances:

- a. For work performed in excess of twelve (12) hours in any day.
- b. For work performed on the seventh (7th) day of an employee's normal and customary work week. The seventh (7th) day of an employee's normal work week is defined as the second of the two (2) normal and customary consecutive days off for each employee who has completed a five (5) day work week.

Double time (2X) plus the Holiday shall be paid for work performed on any of the Holidays as defined in Article IX herein.

Section 8.4 - Recalls:

Any employee called back to work before his/her next regular starting time after having completed his/her assigned work and leaving his/her place of employment shall be paid at the rate of time and one-half (1 ½ X) for all hours worked on recall. He/she shall be guaranteed a minimum of four (4) hours pay at the rate of time and one-half (1 ½ X).

Section 8.5 - Employees' Duty to Respond to Overtime:

Employees are required to respond affirmatively to requests to work emergency overtime except in cases of extreme personal hardship.

Section 8.6 - State of Emergency

When the Governor of Massachusetts declares a weather related "State of Emergency", which materially affects the Greater Lowell Area, all employees that are required to report to work shall receive time and one-half pay for all hours worked.

Section 8.7 - Holiday Work Assignments

Holiday work assignments will not be changed after the schedule has been posted; in the case of an emergency, a change will be made to a specific holiday assignment but will not affect other holiday assignments.

ARTICLE IX HOLIDAYS

Section 9.1 - Paid Holidays:

The following Holidays with pay will be observed:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day (MA)	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Section 9.2 - Observance:

If any of the above Holidays fall on a Sunday, it will be celebrated on the following Monday if any of the above Holidays fall on a Saturday, it will be celebrated on the preceding Friday.

Section 9.3 - Compensatory Time for Holidays Worked:

Double time (2X) plus the Holiday shall be paid to any employee required to work on a Holiday as defined herein. All employees must work the day before and the day after the Holiday or be in a paid leave status in order to receive pay for the Holiday.

Section 9.4 - Preconditions for Holiday Leave:

If a Holiday occurs within an employee's vacation period, he/she may choose either to have a day added to his/her vacation or to be charged with one less day vacation leave.

The Board of Commissioners may upon recommendation of the Executive Director grant additional paid Holidays in the form of "skeleton" days provided said request and recommendation of the Executive Director is submitted to the Board of Commissioners for their action at least thirty (30) days prior to the proposed paid Holiday.

In the event "skeleton" and/or "early release" days are awarded to the majority of administrative/clerical staff as provided for herein, employees covered by this Agreement shall also be entitled to such "skeleton" and/or "early release" days, except for weather-related and/or emergency situations. When a bargaining member is required to remain on site for maintenance coverage during "skeleton" or "early release" days, said member shall be paid at a rate of time and one-half (1 ½ X) his/her regular rate of pay for the hours covered.

ARTICLE X ANNUAL LEAVE

Section 10.1 – Accrual and Amount of Vacation Time:

Following the completion of the number of years of continuous service indicated herein, each employee shall be entitled to paid annual leave as follows:

Year of Service	Annual Leave
One (1)	Ten (10) Days
Five (5)	Fifteen (15) Days
Ten (10)	Twenty (20) Days
Fifteen (15)	One (1) additional day per year up to maximum of 25

Section 10.2 – Scheduling of Vacation:

Vacations shall be scheduled by supervisors based upon employee requests and staffing needs of the Authority; however, each eligible employee shall be entitled to a minimum of two (2) weeks of annual leave during the

summer months (June 1st through September 30th). In developments having less than five (5) employees, no more than one (1) employee may take annual leave during any given week.

In developments having more than five (5) employees, two (2) employees may take annual leave at the same time. For this purpose, Mechanic Aides/Heating shall be considered a group and no more than one (1) Mechanic aide/heating may utilize annual leave during any week, except between the months of April and September, when two (2) Mechanic Aides/Heating may take annual leave simultaneously provided they work on different shifts.

Section 10.3 - Advance Request Required:

Requests for annual leave must be submitted to immediate supervisors in writing. The following schedule applies to all requests and responses related to annual leave.

- a. **For Summer Weekly Leave:**
 - Requests must be submitted by April 1st - seniority controls. Approved leave list will be posted by April 15th.
 - Additional requests must be submitted by April 22nd seniority controls.
 - Approved leave list will be posted by April 30th. Thereafter, seniority is not a factor in approving any summer leave requests.
- b. **For Non-Summer Weekly Leave:** Requests must be submitted Thirty (30) days in advance, seniority controls.
- c. **For Summer Daily Leave:** No Summer Daily Leave requests will be approved prior to May 1st. Requests must be submitted Five (5) calendar days in advance - seniority only controls when multiple employees file requests on the same day for any given day
- d. **For Non-Summer Daily Leave:** Requests must be submitted five (5) calendar days in advance - seniority only controls when multiple employees file requests on the same day for any given day.
- e. **For Summer Hourly Leave:** No Summer Hourly requests will be approved prior to May 1st. Requests must be submitted Five (5) calendar days in advance-seniority only controls when multiple employees file requests on the same day for any given day.
- f. **For Non-Summer Hourly Leave:** Requests must be submitted five (5) calendar days in advance-seniority only controls when multiple employees file requests on the same day for any given day. The use of vacation time with less than the required notice shall be at the sole discretion of the Executive Director or his/her designee.

Section 10.4 - Carry Over of Accrued Vacation Time:

Employees may carry over unused annual leave; however, the maximum amount of aggregate annual leave (regular annual leave plus carry-over annual leave) may not exceed six (6) weeks in any one fiscal year.

Carry over of any additional vacation time may be allowed in unique circumstances by approval of the Executive Director or his/her designee.

**ARTICLE XI
SICK AND PERSONAL LEAVE**

Section 11.1 - Credit and Accumulation:

Employees shall be credited with one and one-quarter (1 1/4) days of sick leave on the first of each month, or ten (10) hours, beginning with the month following their initial employment. Unused sick leave credit may accumulate

to a maximum of two hundred fifty (250) days. When employment with the Authority is terminated as a result of the retirement or death of an employee, then said employee shall be paid a benefit equal to thirty- three and one third (33 1/3) percent of the dollar value of accumulated sick leave.

Employees hired into permanent positions after October 1, 2010, shall be credited with six (6) hours of sick leave on the first of each month for twelve (12) months. Sick leave accrual shall begin the month following the initial date of employment for a maximum of nine (9) days per year. Unused sick leave may accumulate to a maximum of two hundred (200) days; When employment with the Authority is terminated as a result of the retirement or death of an employee, then said employee shall be paid a benefit equal to twenty-five (25%) percent of the dollar value of accumulated sick leave.

Section 11.2 - Definition of Sick Leave:

Sick leave shall be defined as absence on account of serious illness or serious injury to the employee or a member of the employee's immediate family. Absences resulting from the use and/or abuse of alcohol and/or controlled substances shall not be considered serious illnesses and/or serious injuries as defined herein. "Immediate Family" as used herein shall mean the employee's mother, father, brother, sister, children, spouse, mother-in-law and father-in-law.

Section 11.3 - Notification by Employee:

An employee claiming sick leave benefits shall report personally by telephone **or email** to his/her immediate supervisor or department head within one (1) hour of the normal commencement of the employee's workday. An employee who fails to comply with this section shall not be entitled to sick leave benefits.

Section 11.4 - Proof of Illness or Injury:

An employee absent or on sick leave for any period in excess of three (3) consecutive days shall be required to provide a physician's certificate in order to document and support the illness or injury claimed. In those situations, where sick leave is used on a frequent basis, the Authority may require an employee claiming sick leave benefits to provide a physician's certificate in order to document and support the illness or injury claimed. An employee who fails to provide the certificate referred to herein shall not be entitled to sick leave benefits.

Section 11.5 - Submission to Examination:

An employee who is absent on sick leave for a period in excess of three (3) consecutive days may also be required to submit to an examination by a physician chosen and paid for by the Authority, which examination may be conducted outside the physician's office if it is impractical for the employee to travel. In such circumstance said examination may be conducted at the home of the employee. An employee who fails to submit to a doctor's examination requested hereunder shall not be entitled to aide leave benefits.

Section 11.6 - Fraudulent Report of Illness and or Injury:

An employee who fraudulently reports illness and/or injury shall lose all rights to aide leave for one (1) year from the date of said report and shall further forfeit all accrued sick leave.

Section 11.7 - Personal Leave:

An employee may also use his/her sick leave benefits for purposes of personal leave up to a maximum of three (3) personal days per year. Requests for use of sick leave benefits and personal days shall be made at least twenty-four (24) hours in advance to the employee's immediate supervisor or Property Manager. Upon hire, each bargaining member shall receive two (2) personal leave days. On October 1 of each contract year, any bargaining member with a sick leave (SL) balance of at least eighty (80) hours shall receive three (3) personal days. Any member with a sick leave balance of at least forty (40) hours, but less than eighty (80) hours shall receive one (1) personal day. Personal days used shall be deducted from sick leave benefits available and are not in addition to sick leave benefits.

Immediate Supervisors or Property Managers are authorized in their discretion to grant personal leave to eligible employees on shorter notice in the event of emergencies as determined by the Supervisor or Property Manager.

ARTICLE XII COURT LEAVE

Section 12.1 - Jury Leave, Requirements and Compensation:

Any regular employee who shall be required to serve on any county or federal jury or grand jury shall be paid the difference between the amount paid for such service and his/her straight time rate, for the time lost from his/her scheduled work by reason of such service subject to the following provisions;

- a. an employee must notify his/her supervisor at least two (2) calendar weeks in advance of said employee's time for reporting for jury duty. Should an employee receive less than two (2) weeks prior notice of jury duty, said employee should notify his/her supervisor forthwith.
- b. in order to be eligible for such payments, the employee must furnish a written statement to the Authority from the appropriate public official showing the date and time served and the amount of pay received.

Section 12.2 - Witness Leave Requirements and Compensation:

Any regular employee required to testify as a witness at any court proceeding by service of a valid subpoena in a matter in which the employee is a non-party shall be paid the difference between the amount paid for such appearance as a witness and his/her straight time rate for the time lost from his/her scheduled work by reason of such appearance provided the employee has notified his/her supervisor immediately upon receipt of such subpoena. In addition, such employee is required to return to work immediately upon his/her release and/or discharge from the requirements of the subpoena.

ARTICLE XIII BEREAVEMENT LEAVE

Section 13.1 - Death of a Spouse:

In the event of death of any employee's spouse, domestic partner, child, stepchild, parent, sibling, an excused absence of not more than five (5) consecutive working days with pay will be allowed:

Domestic partnership shall mean two (2) persons who meet the following criteria and affirm that:

- 1) They share basic living expenses.
- 2) They assume responsibility for the welfare of their partner and any dependents registered.
- 3) They are at least eighteen (18) years of age.
- 4) They are competent to enter into a contract.
- 5) They declare that they are each other's sole domestic partner.
- 6) They are not married to anyone nor related to each other by blood closer than would bar marriage in the Commonwealth of Massachusetts.
- 7) They must register their domestic partnership and their dependents with the Office of the Executive Director.
- 8) They shall notify the Executive Director of the Authority of any change in the status of their domestic partnership.
- 9) This definition shall be used for all purposes in this Agreement if necessary.

Section 13.2 - Death of Other Members:

In the event of death of any employee's mother-in-law, grandparent, father-in-law, brother-in-law, or sister-in-law, an excused absence of not more than three (3) consecutive working days with pay will be allowed.

Section 13.3 - Notice Requirement:

Any employee utilizing any bereavement leave shall give notice of same as soon as practicable.

ARTICLE XIV MATERNITY LEAVE, FAMILY AND MEDICAL LEAVE

Section 14.1 - Length of Maternity Leave Requirements and Lack of Compensation:

A female employee who has completed her initial probationary period and is absent from employment for a period not exceeding eight (8) weeks for the purpose of giving birth, or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled, said period to be hereinafter called "maternity leave", and who shall give at least two (2) weeks' notice to the Authority of her anticipated date of departure and intention to return, shall be restored to a position within her same job classification with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Said maternity leave shall be without pay.

A female employee otherwise eligible for and possessing sick leave, personal leave, and/or vacation leave benefits shall be allowed to utilize said benefits during any period of maternity leave as defined herein.

Section 14.2 - Family and Medical Leave:

Employees of the Authority are entitled to the applicable provisions of the Family and Medical Leave Act of 1993.

ARTICLE XV MILITARY LEAVE

Section 15.1 - Active Duty in the Regular Armed Forces:

Permanent employees are entitled to re-employment rights as administered by the Office of Veterans Re-Employment Rights and the Labor Management Services Administration of the United States Department of Labor. Generally, any permanent employee separated from the service under honorable conditions qualified to perform the duties of his/her previous position is entitled to his/her previous position held at the time of leaving for the military service, or to a job of similar pay and status, without loss of seniority. The exception to this rule would be when the Authority's situation has changed to the extent that it would be impossible or unreasonable to effect re-employment as provided for in 38 USC § 2021.

Any veteran entitled to the protection of this section must make application for re-employment within ninety (90) days after discharge from active service. For reservists and national guard members returning from initial active duty or training of three (3) consecutive months or more, the period to apply for reinstatement is thirty-one (31) days rather than ninety (90) days.

Section 15.2 - Ready Reserve and National Guard Members:

Any member of an organized unit of the ready reserve of the armed forces, or the national guard, who, in order to receive military training with the armed forces of the United States not exceeding seventeen (17) days in any one (1) calendar year, leaves a position other than a temporary position in the employ of any employer, and who shall give notice to his employer of the date of departure and date of return for the purposes of military training, and of the satisfactory completion of such training immediately thereafter, and who is still qualified to perform the duties of such position, shall be entitled to be restored to his/her previous, or a similar, position with the same status, pay and seniority, and such period of absence for military training shall be construed as an absence with leave and said leave will be without pay.

Such absence for military training shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of his employment normally to be anticipated in his/her particular position.

ARTICLE XVI HEALTH AND LIFE INSURANCE

Section 16.1 - Eligibility and Coverage:

Both the Authority and the Union acknowledge that group health and group life insurance is afforded to employees in accordance with M.G.L., c. 32A and 805 CMR 1.00 et seq. through the Commonwealth of Massachusetts Group Insurance Commission. The parties agree that available health and life insurance coverage for employees and the cost thereof to employees shall be determined pursuant to M.G.L., c. 32A and 805 CMR 1.00 et seq. as currently in effect and as may be amended in the future from time to time.

ARTICLE XVII RETIREMENT PLAN

Section 17.1 - Eligibility and Benefits:

Both the Authority and the Union acknowledge that employees are entitled to the applicable provisions of M.G.L., c.32. relating to public employee pensions and both parties agree to be bound by the applicable provisions of M.G.L., c. 32 and any applicable regulations promulgated thereunder as currently in effect and as may be amended in the future from time to time.

ARTICLE XVIII STANDARDS OF CONDUCT

Section 18.1 - Overall Policy:

It is the policy of the Authority to prorate a productive work environment and not to tolerate verbal or physical conduct by any employee which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment.

- 1) Employees are expected to act in a positive manner and contribute to a productive work environment that is free from harassing or disruptive activity.

This policy refers, but is not limited, to harassment in the following areas: (1) age, (2) race, (3) color, (4) national origin, (5) religion, (6) sex, (7) sexual orientation, (8) marital status, (9) handicap, and (10) veteran status.

Harassment includes display or circulation of written materials or pictures degrading to either gender or to racial, ethnic, or religious groups; and verbal abuse or insults directed at or made in the presence of members of a racial, ethnic, or minority group. Harassment also refers to behavior, which is personally offensive, impairs morale, and interferes with the work effectiveness of employees.

No form of harassment will be tolerated, and special attention is called to the prohibition of sexual harassment.

- 2) Each supervisor has a responsibility to maintain the workplace free of any form of sexual harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment.
- 3) Other sexual harassing or offensive conduct in the workplace, whether committed by supervisor, supervisory employees, or non-employees, is also prohibited, such conduct includes, but is not limited to:
 - a. Sexual flirtations, touching, advances, or propositions.
 - b. Verbal abuse of a sexual nature.
 - c. Graphic or suggestive comments about an individual's dress or body.
 - d. Sexually degrading words to describe an individual
 - e. The display in the workplace of sexually suggestive objects

or pictures, including nude photographs.

- 4) Any employee that believes that a supervisor's, another employee's, or a non-employee's actions or words constitute unwelcome harassment has a responsibility to report or complain about the situation as soon as possible. Such report or complaint should be made to the employee's supervisor, or to the department head or Assistant Executive Director if the complaint involves the supervisor or department head.
- 5) Complaints of harassment are to be handled and investigated by the Executive Director and/or his/her designee unless special procedures are deemed appropriate. Regardless, all complaints of harassment are to be investigated promptly and in as impartial and confidential a manner as possible. Employees are required to cooperate in any investigation. A timely resolution of each complaint is to be reached and communicated to the parties involved. Retaliation against any employee for filing a complaint or participation in an investigation is strictly prohibited.
- 6) Any employee, supervisor, or manager who is found to have engaged in harassment of another employee will be subject to appropriate disciplinary action, depending on the circumstances, up to and including termination.

Section 18.2 - Standards of Conduct for Employees:

It is the policy of the Authority that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the Authority and for the benefit and safety of all employees. Conduct that interferes with operations, discredits the Authority, or is offensive to tenants or fellow employees will not be tolerated.

- 1) Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the Authority. Such conduct includes:
 - a. Reporting to work punctually as scheduled and being at the proper workstations, ready for work, at the assigned starting time.
 - b. giving proper advanced notice whenever unable to work or report on time.
 - c. Complying with all Authority safety and security regulations.
 - d. Smoking only at times and in places authorized by Authority rules or local ordinances.
 - e. Wearing clothing appropriate for the work being performed.
 - f. Eating meals only during meal periods and only in permitted areas.
 - g. Maintaining workplace and work area cleanliness and orderliness.
 - h. Treating all residents, visitors, and fellow employees in a courteous manner.
 - i. Refraining from behavior or conduct deemed offensive or undesirable, or which is contrary to the Authority's best interest.
 - j. Performing assigned tasks efficiently and in accord with established quality standards; and
 - k. Reporting to management suspicious, unethical, or illegal conduct by fellow employees, residents, suppliers.
- 2) The following conduct is prohibited and will subject the individual involved to disciplinary action, up to and including termination.
 - a. The reporting to work under the influence of alcoholic beverages and/or illegal drugs and narcotics or the use, sale, dispensing, or possession of alcoholic beverages and/or illegal drugs and narcotics on Authority premises.
 - b. The use of profanity or abusive language.
 - c. The possession of firearms or other weapons on Authority property.
 - d. Insubordination or the refusal by an employee to follow management's instructions concerning a job-related matter.
 - e. Fighting or assault on a fellow employee, tenant, or supplier.
 - f. Theft, destruction, defacement, or misuse of Authority property or of another employee's property.
 - g. Knowingly falsifying or altering any Authority record or report, such as an application for employment,

a medical report, a production record, a time record, an expense account, an absentee report, or shipping and receiving records.

- h. Threatening or intimidating management, supervisors, security personnel, or fellow workers, suppliers, vendors, or contractors.
 - i. Smoking if prohibited by local ordinance or Authority rules.
 - j. Horseplay, pranks, or practical jokes.
 - k. Unauthorized absence from the work area, wasting time, loitering or sleeping during work hours.
 - l. Failure to wear assigned safety equipment or failure to abide by safety rules and policies.
 - m. Improper attire or inappropriate personal appearance.
 - n. Engaging in any form of sexual harassment.
 - o. Violation of Authority's policies on solicitation or distribution.
 - p. Improper disclosure of confidential information.
 - q. Repeated tardiness or absence; failure to advise supervisor in a timely manner as to reason for absence; failure to report for work without a satisfactory reason.
 - r. Interfering with, obstructing, or otherwise hindering production of work performance
 - s. Originating or spreading, or otherwise making false reports concerning employees of the Authority.
 - t. Engaging in behavior or conduct offensive, undesirable or contrary to the Authority's best interests, or engaging in behavior or conduct which brings discredit or dishonor to the Authority.
 - u. Assisting or allowing any person to gain unauthorized entrance to or exit from any portion of the Authority premises.
 - v. Careless or inefficient performance of duties, including failure to maintain standards of housekeeping, workmanship, or productivity.
 - w. Criminal, infamous, dishonest, or notoriously disgraceful conduct;(x)
 - x. Posting documents of any nature on bulletin boards on Authority's premises without prior management approval; posting such documents on walls, lockers, or any other Authority property for any reason at any time.
- 3) The examples in Paragraph (2) above, are illustrative of the type of behavior that will not be permitted but are not intended to be an all-inclusive listing. Any questions in connection with this policy should be directed to the Executive Director.

Section 18.3 - Personal Appearance of Employees:

It is the policy of the Authority that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

1. Employees are expected at all times to present a professional, business-like image to residents, applicants, and the public. Favorable personal appearance and proper maintenance of work areas are ongoing requirements of employment with the Authority.
2. Any employee who does not meet this general policy will be required to take corrective action, which may include leaving the premises. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

**ARTICLE XIX
NO STRIKE OR LOCKOUT**

Section 19.1 - Duties of Authority or Union

For the duration of this Agreement and during negotiations for a successor Agreement, the Union agrees not to call any strike or to investigate any slowdowns or interruptions in work. If there are any violations, the Union agrees to exert every effort to terminate such violations immediately.

For the duration of this Agreement and during negotiations for a successor Agreement the Authority agrees that there shall be no lockouts.

ARTICLE XX CLASSIFICATION DESCRIPTION

Section 20.1 - Description

The requirements, duties and description of each classification covered by the term of this Agreement shall be set forth in writing, incorporated herein by reference, and specifically made a part of this Agreement. Each employee shall be given a copy of the requirements, duties, and description of his classification and formal acceptance and execution of this Agreement shall constitute a full and unequivocal acknowledgement of receipt and understanding on behalf of each employee covered by the terms of this Agreement and the contents of said requirements, duties, and description.

ARTICLE XXI TRANSFERS

Section 21.1 - Purpose:

The parties recognize and agree that transfers within the bargaining unit are necessary in order to both accomplish efficiency of the operations of the employer and to accommodate the desires of employees when consistent with efficiency of operations of the employer.

Section 21.2 - Right to Request Transfer:

Each employee shall have the unlimited right to request a transfer within his/her job classification to another work site without change in rate of compensation. Any such request (s) shall be made in writing to the Executive Director on a form to be prescribed by him/her. Should such a request for transfer be granted by the employer, the transferred employee shall not have the right to request any additional transfer for one (1) full calendar year from the date of his/her original transfer.

Section 21.3 - Right to Make Transfer:

The employer shall have the right to transfer employees within the same job classification to other work sites without change in rate of compensation at such times as the employer deems necessary. In making transfers the employer shall consider the desires and skill levels of the employees involved; notwithstanding such consideration, however, the employer shall have the right to make transfers as it deems necessary for the efficiency of operations subject only to the conditions specifically outlined herein.

ARTICLE XXII REDUCTION IN FORCE, REPLACEMENT AND RECALL RIGHTS

Section 22.1 - Application of Language Contained Herein:

The methodology of reduction in force outlined herein is established for the purpose of this Article only and the terms of this Article shall apply to no other Article of this Agreement.

Section 22.2 - Employer's Rights:

At such times as any reduction in force within the bargaining unit may occur, the employer shall have the right to determine the number of positions in each job classification to be reduced.

Whenever there is a reduction in force in a job classification, probationary employees (if any) within the classification shall be released first, the most recently hired probationary employee being the first to be released.

Section 22.3 - Reduction in Probationary Employees First:

If there is a reduction in force in a job classification that extends beyond the number of probationary employees within the job classification, length of service within the classification being reduced shall be the sole guideline used in determining the next employee within that classification to be released (subject to the rights of any previously released employee who has exercised replacement ("bumping") rights as explained herein) the employee with the least amount of time of service within the classification being released first.

Section 22.4 - Length of Service Within Classification as Criteria:

Any employee released from his/her classification in accordance with the provisions as stated may replace ("bump") an employee with less seniority holding a position in a lower classification provided the released senior employee had previously worked in the lower classification for at least a sixty (60) day period. Any such released employee who exercises his/her replacement ("bumping") rights by accepting a position in a lower classification shall thereafter have rights superior to any other employee within the lower classification. In the event there are two (2) or more such released employees in a lower classification who have exercised replacement ("bumping") rights by accepting a position in a lower classification, then seniority shall be used as the basis to determine whose rights amongst them are superior for purposes of further reduction in force.

Section 22.5 - Replacement ("Bumping") Rights:

Any employee released from his/her classification in accordance with the provisions of this section shall exercise his/her rights to replace ("bump") an employee with less seniority holding a position in a lower classification within seven (7) days of notification of his/her release failing which, any and all rights to replace ("bump") an employee with less seniority shall be lost.

Section 22.7 - Higher Classification Reductions to be Made First:

The employer agrees that in any reduction of force involving positions in more than one (1) classification those affected employees within the highest classification of positions to be reduced shall be notified of their reduction first and no notification of reduction of employees in lower classifications shall occur until such time as the seven (7) day period for the exercise of replacement ("bumping") rights has passed.

Section 22.8 - Recall Rights:

Employees who have been laid off pursuant to this Article shall have the right to be recalled to the position from which they were laid off in the reverse order of their layoff for a period of two (2) calendar years following their termination.

**ARTICLE XXIII
UNIFORM ALLOWANCE**

Section 23.1 - Annual Uniform Allowance:

In year one of the contract, beginning on October 1, 2020, each bargaining member shall receive \$600 credit with clothing provider for LHA uniform purchases. In years two and three of the contract, beginning October 1, 2021, and October 1, 2022, each member shall receive \$300 credit for uniform purchases. The clothing to be purchased will be pre-approved by the Authority from the provider designated by the Authority. The articles of clothing shall be purchased on or before December 31st of each fiscal year. Allowances requested after December 31, of any fiscal year may be approved at the discretion of the Executive Director or his/her designee.

Section 23.2 – Annual Work Boot Allowance

Employees shall be required to wear work boots as part of the employee's daily uniform. A type of boot, to be determined by the employer, colors brown or black, (high cut, medium cut, or low cut) can be worn. Employees shall receive \$175 for the purchase of boots in each year of the contract. Employees shall purchase the boots and submit receipt for eligible work boots to the finance department for reimbursement by the Authority.

ARTICLE XXIV SEPARATION FROM SERVICE

Section 24.1 - Resignations:

Any employee who desires to terminate his/her employment shall submit a written resignation, which shall become effective immediately.

Section 24.1 - Dismissals:

An employee who renders unsatisfactory service and/or who has violated the Standards of Conduct as outlined in Article XVIII shall be subject to suspension and/or dismissal. The Authority will comply with the provisions of M.G.L., c. 31, § 41 to 45 for those employees with more than five (5) years of uninterrupted service.

ARTICLE XXV SENIORITY

Section 25.1 - Applicability:

Seniority as defined herein is applicable for all purposes within this Agreement with the exception of ARTICLE XXXI - Reduction in Force Replacement and Recall Rights.

Section 25.2 - Seniority Defined:

Seniority is defined as the length of uninterrupted service within the bargaining unit (excluding Rey Serrano, whose seniority shall be defined as total time spent with the Authority). In determining an employee's length of service for seniority purposes, computation will begin on the day the employee began working within the bargaining unit as a permanent employee and no deduction will be made for lost time due to any reason, except that continuity shall be broken for the following reasons:

- a. If the employee resigns.
- b. If the employee is discharged for cause and the decision is not reversed under any appeal procedure.
- c. If the employee who has been laid off because of lack of work fails to report when properly recalled within a period often (10) working days.
- d. If an employee is laid off for twenty-four consecutive months.

Section 25.3 - Accrual of Seniority:

Probationary employees shall not accrue seniority; however, upon successfully completing probationary status, an employee's seniority shall be measured from, the beginning of the employee's probationary period.

Section 25.4 - Seniority List:

Prior to January 31st of each year, the Authority shall post a Seniority List which shall be presumed accurate unless changed pursuant to the grievance and/or arbitration procedure.

ARTICLE XXVI PROMOTIONS

Section 26.1 - Promotion Defined:

Promotion is defined as the appointment of a bargaining unit member by the Executive Director to a higher classification within the bargaining unit. Temporary assignment as defined in section 27.3 herein is not considered a promotion. Temporary shall be defined as under one (1) year period.

Section 26.2 - Eligibility:

Any employee seeking to be promoted shall be required to fill out an application to be provided by the Authority,

which application shall provide for the gathering of information regarding an applicant's experience, skills, knowledge, mechanical and physical ability, attendance and disciplinary record.

Each applicant's immediate Supervisor shall within fourteen (14) days then comment in writing on the applicant's attendance, attitude toward co-workers and residents, assignments, ability to comply with documentation requirements, work skills, past performance and initiative.

Upon favorable review of the Review Board, the most senior applicant shall be promoted.

Section 26.3 - Maintenance Training:

The Authority will establish a written training program. The goal of the training program is to give each interested bargaining member the opportunity to acquire skills in all phases of maintenance work, and the confidence to work independently. The policy will include the fields or areas of training, minimum training hours, procedures for requesting training, and post training evaluation criteria.

ARTICLE XXVII POSTINGS

Section 27.1 - Method and Timing:

If the Authority chooses to fill any vacant and/or newly created position, all such promotional opportunities will be posted for five (5) working days, during which period any eligible employee shall notify the Authority, in writing, on a form to be provided by the Authority, of his/her desire to be promoted to the available position.

Section 27.2 - Filling of Promotional Opportunities:

Filling of promotional opportunities shall be filled by following the procedure set forth in Section 26.2

Section 27.3 - Temporary Assignments:

An employee in a lower classification temporarily filling in for an absent employee in a higher classification due to illness, vacation, leave of absence, etc. shall be compensated at the higher rate. Notwithstanding the above, the Authority shall have the absolute and unfettered discretion as to whether or not said temporary vacancy shall or shall not be temporarily filled and by whom.

ARTICLE XXVIII AWARDS

Section 28.1 – Commissioners' Recognition Award:

In order to recognize the extraordinary and exceptional accomplishments of an employee, the Board of Commissioners may make awards, including, but not limited to, Certificates of Appreciation which shall detail the extraordinary and exceptional accomplishments and which shall also become a part of an employee's personnel record.

ARTICLE XXIX DURATION

Section 29.1 Duration

This Agreement shall be in effect for the period October 1, 2020 up to and including September 30, 2023; and in the event no successor agreement applies, then the terms of this Agreement shall continue in effect until a declaration of impasse by a fact-finder appointed pursuant to Massachusetts law.

**ARTICLE XXX
WAGES SCHEDULE**

Job Classification	10/1/2020	10/1/2021	10/1/2022
	2.00%	2.00%	2.00%
Mechanic/Electrician	40.02	40.82	41.64
Mechanic/Plumber	40.02	40.82	41.64
Mechanic	35.25	35.96	36.68
Junior Electrician	34.49	35.18	35.88
Mechanic Aide/Painter	33.17	33.83	34.51
Mechanic Aide/Heating	32.62	33.27	33.94
Mechanic Aide/Technician	31.88	32.52	33.17
Maintenance Technician	30.56	31.17	31.79
Custodian	26.35	26.88	27.42
Custodian; 1 st year*	23.72	24.19	24.68

*A first year Custodian will be at ninety percent (90%) of the full rate. Upon one (1) year anniversary the employee will go to the full rate. An employee assigned to a higher rate job classification shall be paid the rate applying to such higher job after sixteen (16) hours worked at that job in a calendar year. The time worked at a higher classification shall be counted towards the employee's training time.

It is understood that at no time shall the rates herein be less than those rates established by the Department of Labor and Industries for State Employees, or less than the rates established by the Labor Relations Section of the Department of Housing and Urban Development for Federal Employees.

A night shift differential in the amount of five percent (5%) above the scheduled rates shown herein shall be paid to those employees regularly and customarily assigned to and working a shift other than the regular workweek as defined in Section 8.1.

Bobcat license holders, not to exceed ten (10) bargaining unit members, shall be paid an annual stipend of \$500.00 for maintenance of their Bobcat license. The stipend shall be paid in a lump sum in the last payroll period of the Authority's fiscal year (October 1-September 30), subject to applicable taxes and deductions, and shall not be used for purposes of calculating the unit member's overtime rate. Those bargaining unit members currently holding a Bobcat license are 'grandfathered'. At the beginning of each fiscal year, the Authority will advise the Union as to the number of vacant slots, if any, and interested members shall submit a request to fill the vacancy and the vacancies shall be filled by the most senior qualified member. The Department of Transportation physical for bobcat operators will be paid for by the Employer and will be conducted during work hours.

The Employer will also pay training and certification fees for new operators and recertification fees for current operators, in addition, ear protection will be provided for the bobcat operators.

A shower will be provided at each AMP and in a State maintenance shop for use after a main line lateral blockage in the sewer system or other biohazard contact.

**ARTICLE XXXI
LABOR MANAGEMENT COMMITTEE**

The parties to this Agreement hereby express their joint intention, through the provisions of this Article, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communications between the parties; to ensure the safety and physical well-being of the

employees; to resolve problems arising during the administration and implementation of this Agreement; to consider the proper interests of the employees in the conditions under which they perform their duties by giving the employees an effective voice in the development, evolution, and improvements of those conditions - all with the goal of providing the Lowell Housing Authority with the best, safest, and most efficient public services possible.

In order to achieve these goals, the parties recognize the need for establishing and maintaining a conduit for informal, mutual expression and meaningful discussion.

Therefore, the parties to the Agreement hereby establish the Labor-Management Committee, (herein called "the Committee") which shall consist of at least four (4) members as follows:

- 1) The President of the Union or his/her designee.
- 2) One (1) additional member of the Union.
- 3) The LHA Executive Director or his/her designee; and
- 4) The Assistant Executive Director.

Section 1. The Committee shall meet at mutually convenient times to consult as provided herein, but not less than once every six (6) months or as needed.

Section 2. The parties agree that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, the Union and the LHA, will exchange a written agenda of subjects about which they desire to consult, the consultation as nearly as possible will be confined to subjects on the agenda. Where no written agenda is submitted, the meeting shall be cancelled.

Section 3. The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement or as requiring collective bargaining negotiations during its life.

SIGNATURE PAGE

This agreement is subject to ratification by the Authority and Union and to appropriation of funds. This agreement shall not be implemented unless the parties have ratified and fully executed this agreement.

This agreement has been duly executed by authorized representatives of the Lowell Housing Authority and by the International Union of Public Employees.

In witness thereof, the Union and the Authority, by their authorized representatives, have set their hands and to this Memorandum of Agreement on the ____ day of _____, 2020.

Lowell Housing Authority Board of Commissioners:

By: _____
Philip L. Shea, Chairperson

Gary K. Wallace, Executive Director

Robert McMahon, Vice Chairperson

Vanna Howard, Commissioner

Matt Marr, Commissioner

Joanie Bernes, Commissioner

Local Union #115 of the International Union of Public Employees:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____