

AGREEMENT

Between

ANDOVER HOUSING AUTHORITY

&

TEAMSTERS UNION LOCAL 170

**April 1, 2017 - March 31, 2020**

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This Agreement (hereinafter referred to as "Agreement") entered into by the Andover Housing Authority (hereinafter referred to as the "Employer" and Teamsters Local Union 170 (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 rate of pay, hours of work, and other conditions of employment.

## ARTICLE I RECOGNITION

1. The Employer recognizes the Union as the sole bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for those employees having the following title: Foreman, Maintenance Mechanic, and Custodian, whose job descriptions are described in Appendix "A" attached hereto and made a part hereof, excluding all other employees of the Andover Housing Authority. The term "employees" as hereinafter used shall mean all employees of the Employer in the aforementioned categories.
2. 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 the Union or changing any condition contained in this agreement.

## ARTICLE II UNION DUES AND INITIATION FEES OR AGENCY SERVICE FEE

All present and future employees have the option to join the Union or pay an Agency Service Fee, in lieu of Union dues. Union employees may tender the initiation fee 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 check-off of dues hereinafter set forth, the Employer agrees to deduct union membership dues levied, on the first week of each month, in accordance with the constitution of the Union from the pay of each union employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of union employees who have had said dues deducted. Such remittance shall be made by the end of the same month that dues were deducted.

Each employee who elects not to join or maintain membership in the Union shall be required pursuant to General Laws, Chapter 150E, Section 12, as a condition of

employment, each and every member of the bargaining union shall pay to the Teamsters Local Union 170, an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted on the first week of each month and shall not exceed ninety-five percent (95%) of the sum set from time to time by the Teamsters Local Union 170 as dues and shall be used solely for the purpose of paying the expenses of collective bargaining. Agency fees shall be paid by the end of the month that dues were deducted in.

Teamsters Local Union 170 agrees to indemnify defend and hold harmless the Authority for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored as long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the agency fee is "proportionately commensurate" with the cost of collective bargaining and contract administration.

### ARTICLE III DISCRIMINATION AND COERCION

1. There shall be no discrimination by representatives of the employer against any employee because of his activity or membership in the Union.
2. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such person(s) shall receive the full protection of this agreement.

### ARTICLE IV GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the Employer, employees and Union, including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1. The Union Steward and/or representative, with or without the grieved Union employee, shall take up the grievance or dispute in writing with the Executive Director within five (5) working days of the date of the grievance or his/her knowledge of its occurrence. The Executive Director shall attempt to adjust the matter informally and shall respond in writing to the steward within ten (10) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Executive Director within five (5) working days after the Executive Director's response is due. The Executive Director shall respond to the Business Agent in writing within five (5) days of the immediate next monthly meeting of the Board. In the event that the Steward and Executive Director determine that time is of the essence in preventing hardship or injustice to the union employee, a special meeting of the Employer will be called within ten (10) working days after the Executive Director's response is due.

Step 3. If the grievance is still unsettled, either party may present the grievance, within thirty (30) days after the reply of the Employer is due, by written notice to the Board of Arbitration and Conciliation for review and non-binding recommendation of the Mediator. The expense of mediation shall be borne equally by the Union and the Employer.

Step 4. If the grievance is still unsettled, after mediation, either party may, within ten (10) days after the reply of the Executive Director is due, by written notice to each other, request arbitration.

Arbitration: The Arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given.

If the parties fail to select an arbitrator, the Massachusetts Board of Conciliation and Arbitration shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. If the parties shall fail to select the arbitrator as herein provided within seven (7) calendar days of receipt of the list, the Massachusetts Board of Conciliation and Arbitration shall appoint the arbitrator subject to the rules of the Board.

The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit in writing his/her finding of fact and decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter.

The Arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and makes copies available without charge to the other party and to the arbitrator. A grievance shall be deemed waived unless it is submitted to arbitration within the time limits provided in this agreement, unless a mutual agreement to extend those limits is reached.

#### ARTICLE V SENIORITY

The length of service of the employee in the service of the Andover Housing Authority shall determine the seniority of the employee. The principle of seniority shall govern and control in cases of permanent lay-off and recall, and choice of vacation period. The Housing Authority will not hire outside help as long as anyone in the bargaining unit is laid-off, up to a period of two (2) years.

#### ARTICLE VI OVERTIME

1. All overtime work shall be authorized by the Executive Director or the immediate supervisor, and shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for work in excess of eight (8) hours per day or forty (40) hours per week.
2. Holidays will be paid at time and one-half for hours worked plus holiday pay. Sundays will be paid at double time rate. Saturdays will be paid at time and one-half rate.
3. Overtime will be allotted fairly and equitably between all maintenance employees and foreman consistent with present practices of the Employer.
4. Employees called in for overtime work shall receive a minimum of two (2) hours call-in pay at time and one-half (1½) their hourly rate. When called in for a lock out, two (2) hours will be paid at time and one half (1½) except if called in after 10:00 p.m.; then they would be paid three (3) hours at time and one half (1½). There is no minimum number of hours for snow removal. Snow removal performed on an overtime basis will be compensated at the rates prescribed in Article VI Paragraph 2 for the actual time worked.

5. Employees on call carrying a beeper shall be compensated \$170.00 per week for FY 2017; \$180.00 per week for FY 2018, and \$190.00 per week for FY 2019 for carrying the beeper.

6. The normal workweek for all employees shall be five (5) days, Monday through Friday, which are the normal working days.

7. The hours of employment shall be as follows:

Regular work hours for all employees shall be from 7:30 AM to 4:00 PM with a one-half (½) hour (unpaid) lunch period. Any employee who is granted permission to work one-half (½) day, shall work four (4) hours.

8. Lunch periods for all employees shall be designated by the immediate supervisor and, except in the case of work emergency, shall be between the hours of 11:00 AM and 2:30 PM. Any employee that has not had a lunch break by 2:30 PM shall have the option to clock out at 3:30 PM.

#### ARTICLE VII UNION REPRESENTATION

1. A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes.

2. The Union Steward or his designee shall be granted reasonable time off during working hours, with pay, to investigate, settle grievances, and negotiate contracts. Two (2) days in addition to grievance and negotiation, without pay, to attend meetings and conventions of state and national affiliated bodies of the Union.

3. The Employer agrees to permit representatives of the Union to enter the premises during working hours, provided such representative has called in advance, and notified the Employer.

#### ARTICLE VIII HOLIDAYS

The following days shall be considered to be paid holidays:

**New Year's Day**  
**Martin Luther King Day**  
**Patriot's Day**  
**Washington's Birthday**

**Labor Day**  
**Columbus Day**  
**Veteran's Day**  
**Thanksgiving**

Memorial Day  
Independence Day

Christmas Day

Any employee required to work on a holiday shall receive in addition to the regular holiday pay, an amount equal to one and one-half (1½) times his regular rate of pay for all hours worked, except for Thanksgiving and Christmas, which shall be paid at two (2) times his regular rate of pay, but in no case, shall this be less than an amount equal to two (2) hours worked at the above rate. If a holiday occurs on a Saturday or Sunday, the preceding Friday or Monday will be used as a holiday.

ARTICLE IX  
VACATIONS

Vacations shall be earned as follows:

For all employees with six (6) months up to one (1) year of service - one (1) week vacation.

For all employees who have completed one (1) year and up to five (5) years of service - two (2) weeks' vacation.

For all employees who have completed five (5) years and up to ten (10) years of service - three (3) weeks' vacation.

For all employees who have completed ten (10) years and up to twenty (20) years of service - four (4) weeks' vacation.

For all employees who have completed twenty (20) years of service or more - five (5) weeks' vacation.

Employees will be compensated for up to two years accumulated vacation leave for example: an employee with 10 years' service would be allowed to accumulate up to 8 weeks' vacation or forty (40) working days in total.

Permission to take annual leave shall be given any employee upon request, unless granting such leave is an undue hardship on the Authority, but if two or more employees within the bargaining unit request annual leave for the same period or the granting of the request would impair the functions of the Authority, then the employee with the longest period of service will be given preference. Unused vacation leave may be accumulated up to forty (40) working days. However, all accumulated vacation must be used by the end of the second year following its accrual.



ARTICLE X  
SICK LEAVE

Sick leave, with pay shall be determined at the rate of one and one-quarter (1¼) days per each calendar month of employment and shall be cumulative without limitation. There shall be no advance of unearned sick leave. Employees without limitation may use accumulated sick time for illness in their immediate family. For the purpose of this article, the term immediate family shall mean and include the following: spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, and custodial grandchildren in the employee's family.

Sick leave is normally charged at one half (½) day intervals, in order to allow employee(s) the convenience of doctor visits during normal working hours; each employee will be allowed to use up to sixteen (16) hours per year of accumulated sick leave in hourly sick leave. Any time taken shall be deducted from accumulated sick leave in whole hour units. At the beginning of each year each employee's hourly sick leave will be credited against accumulated sick leave.

In the case of absence due to an industrial accident, the Employer agrees to make-up the difference between his regular pay and the amount received from Workman's Compensation. The amount of such difference shall be charged pro-rated to the employee's sick leave.

Should an employee retire, or die while still employed by the Authority, employee's estate shall be paid a sum equal to 20% of the accumulated sick leave standing in his name.

In the event an employee should elect to receive treatment under the auspices of any benefit by the Employer provided for treatment of alcoholism, drug abuse, mental or emotional illness, etc., and does not have sufficient sick leave accumulated in order to accomplish adequate treatment, then other employees covered by this agreement may at their election, voluntarily assign any portion of their sick leave to the employee needing treatment.

ARTICLE XI  
FUNERAL LEAVE

Funeral leave not to be charged to sick leave or vacation leave shall be granted as follows:

- (a) Immediate family: father, mother, sister, brother, child, parents of either spouse, spouse, or person living in the household ..... 4 working days.
- (b) Aunt, uncle, grandparent or grandchild.... 3 working days.
- (c) Brother-in-law, sister-in-law, niece or nephews....3 working days with pay.

If the funeral is held outside the state, an additional three (3) days may be granted. The Executive Director may grant additional time off for close friends or other relatives not listed above.

ARTICLE XII  
JURY DUTY

The Employer agrees to make up the difference in an employee's wages between a normal week's wage and compensation received for jury duty.

ARTICLE XIII  
PERSONAL LEAVE

Each employee shall be authorized time off to conduct personal business for which time off shall be paid at his normal rate of pay. Such time off shall be subject, except in cases of emergency, to twenty-four (24) hours' notice by the employee to the Executive Director.

Such personal leave shall not exceed three (3) days in any one calendar year and shall not be cumulative and shall not be deducted from annual leave or sick leave.

ARTICLE XIV  
MILITARY LEAVE

Leave to attend summer encampment for military duty shall be without loss of regular rate of pay.

ARTICLE XV  
HEALTH AND WELFARE

The Employer agrees to make available to the employees, health and hospitalization insurance and life insurance under the terms and conditions under the Common-

wealth of Massachusetts Insurance Program. The Employer also agrees to provide the employees with Dental & Vision coverage, only if allowed by D.H.C.D.

#### ARTICLE XVI

#### TRAVEL EXPENSE

Employees required to use their own motor vehicles in the course of their employment shall be reimbursed travel expenses of one hundred percent (100%) of required travel on Authority business upon documentation and approval by the Authority, at the rate allowed in the Annual State Budget Guidelines. There shall be no mileage paid for call-ins.

#### ARTICLE XVII

#### 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 notice of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

2. The Administration of all matters covered by this Agreement is governed by the provisions of existing laws and regulations including published policies and regulations of supervisory agencies, which may be applicable, and the Agreement shall at all times be applied subject to such laws, regulations and policies. If any provision of this Agreement is held invalid by a court of administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

No money shall be spent to implement this Agreement unless the terms agreed upon hereunder shall be approved by the Federal and State supervisory agencies as required by applicable law, contract, or regulation.

3. The Union shall be notified at least 72 hours prior to changes in the Employer's policies as they affect this agreement, except in cases of emergency, and such changes shall not become effective until the Authority has consulted with the Union.

4. The employees in the bargaining unit shall be provided an annual record of accrued sick leave and annual leave. Weekly time records of all employees of the bargaining unit shall be open for inspection by the Union representative

5. Employees may reside in communities outside the town limits.
6. Time off due to snow storms, black outs or other acts of God shall not be deducted from the employee's annual, personal or sick leave. Employees shall suffer no loss of pay. Such time off shall be only authorized by the Executive Director or in the case of emergency confirmed by him or her.
7. Employees shall have the right to review their personal files except for reference materials given in confidence. No new information concerning employee's work record shall be placed in an employee's personal file without prior notice to the employee.
8. The agenda of the monthly meeting of the Authority will be posted on all bulletin boards. However, if the agenda is inadvertently not posted, it will not be a grievable item. Anyone in the bargaining unit required to attend meetings will be paid time and one-half.
9. Each employee will be issued uniforms at no cost to the employee and also, will be issued a picture I.D. card identifying them as employees of the Andover Housing Authority. Seven (7) sets of uniforms supplied at no cost to employee annually, boot allowance \$150.00 per year
10. Any employee required to take furloughs during the life of this Agreement shall be compensated equal time for the time lost, providing the State agrees to pay.

ARTICLE XVIII  
MANAGEMENT RIGHTS

The Authority shall at all times, subject to the provisions of this Agreement, have full control of matters relative to the management personnel and conduct of the Authority's business. Management rights shall include but not be limited to, the right to plan, direct and conduct Authority operations; to hire; to assign employees to work; transfer employees from one job to another or one project to another and to determine the size of the workforce; to promote or demote; discipline, suspend or discharge employees for just cause; to make any and all reasonable work rules; to relieve employees from duty because of lack of work or any other legitimate reasons; to schedule operations and the number of shifts; to establish new work locations and new work methods; to subcontract work; to establish quality standards and be the judge of the workmanship required.

ARTICLE XIX  
NO STRIKES - NO LOCKOUTS

Section 1. The Union acknowledges that employees of the Authority have no lawful right to strike under the laws of the Commonwealth of Massachusetts.

Section 2. During the life of this Agreement there shall be no strikes, work stoppages, sit-downs, slowdowns, sympathy strikes, secondary boycotts, political strikes, or any other interference with work whatsoever. Any violation of this clause by employees of the Authority shall be cause for discharge.

Section 3. The Union explicitly recognizes the right of the Authority to obtain an injunction to enforce the provisions of Sections 1 or 2 in a court of competent jurisdiction.

Section 4. Neither the Union nor any officer, agent, or representative of the Union shall, directly or indirectly, authorize, assist, encourage, or in any other way participate in any strike, or work stoppage, sit-downs, slowdowns, sympathy strikes, secondary boycotts, political strikes, or any other interference with work.

Section 5. During the life of this Agreement, there shall be no lockouts by the Authority.

ARTICLE XX  
WAGE CLASSIFICATION & WAGE RATES

Wages effective shall never be lower than those determined by the Secretary of Labor and Industries.

Group includes:

Base Rate/Hour

| Maintenance Aide   | Maintenance Mechanic | Combined Rate @ 60/40 | Foreman           |
|--------------------|----------------------|-----------------------|-------------------|
| 4/1/17<br>\$27.06  | 4/1/17<br>\$29.47    | 4/1/17<br>\$28.03     | 4/1/17<br>\$31.03 |
| Working<br>Foreman |                      |                       |                   |
| 4/1/17<br>\$29.47  |                      |                       |                   |

\*All Maintenance Aide employees' rates are 60% Maintenance Aide and 40% Maintenance Mechanic for life of the Agreement.

The Working Foreman shall receive the same percentage increase but not less than \$3.00 per hour more than the Maintenance Personnel. Any new Foreman will receive \$1.00 per hour over said combined rate.

The Employer shall cause a casualty insurance policy to be issued at the Employer's expense covering theft, loss of any tools owned by the Maintenance Foreman, Maintenance Mechanic, and Maintenance Aide or in the alternative to purchase tools required for his use in Employer's business.

## ARTICLE XXI APPLICABLE LAW AND REGULATIONS

The Administration of all matters covered by this Agreement is governed by the provisions of existing laws and regulations including published policies and regulations of supervisory agencies, which may be applicable, and the Agreement shall at all times be applied subject to such laws, regulations and policies. If any provision of this Agreement is held invalid by a court of administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

No money shall be spent to implement this Agreement unless the terms agreed upon hereunder shall be approved by the Federal and State supervisory agencies as required by applicable law, contract, or regulation.

All of the provisions of this Agreement are subordinate to applicable provisions of Federal or State law.

## ARTICLE XXII TERMINATION

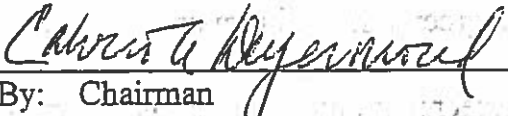
1. Effective Date - The signing of this Agreement by the authorized representative of the Union and the Employer constitute this agreement effective April 1, 2017.
2. Termination - This agreement will remain in effect until March 31, 2020 and therefore from year to year unless changed or terminated in writing given by either party to the other not less than sixty (60) days prior to the end of this Agreement or any subsequent year of the existence of this Agreement.
3. Renewal - Should neither party to this agreement send a notice of termination as described in Section 2, or notice of changes as in Section 4, this Agreement will be considered to have been automatically renewed for another calendar year.

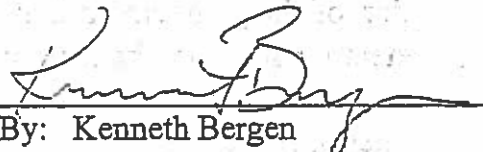
4. Changes - Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the change and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the Agreement prior to the sixty (60) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodations for the desired changes. Nothing in the article shall preclude the parties from modifying any previous proposals during the course of negotiations.

THIS AGREEMENT entered into this 1<sup>st</sup> day of April 2017.

ANDOVER HOUSING AUTHORITY

TEAMSTERS UNION LOCAL 170

  
By: Chairman

  
By: Kenneth Bergen  
Business Agent