

## MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Falmouth Housing Authority (hereinafter "the Authority" or "the Employer"), acting subject to the ratification of this Memorandum of Agreement (hereinafter "the Agreement") by the "Authority" to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the American Federation of State, County and Municipal Employees, Council 93, Local 1636 (Falmouth Housing Authority Unit), (hereinafter "the Union"), acting subject to the ratification of this Agreement by the membership of the Union to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect for the three-year period from **July 1, 2022 through June 30, 2025**.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from **July 1, 2019 through June 30, 2022** shall, except as modified by the terms of this Memorandum, be extended for a three-year period from **July 1, 2022 through June 30, 2025**.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreement unless otherwise provided for in this document.
3. Unless otherwise specified herein, all modifications of economic and non-economic working conditions will take effect as of the date of ratification of this Agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require the modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.
4. General/Housekeeping: **Change the use of his/hers to they/theirs throughout the document.**
5. Article 2: Dues  
Employee Rosters: **Change work email and work phone number to just email and phone number.**

2.6: Union Positions:

**Break positions into two departments: Maintenance and Administrative**

**Maintenance**

**Remove Maintenance Foreman**

Maintenance Mechanic/Laborers (5 positions, FT 40 hrs.)

Maintenance Aide "B" (1 PT position, 18 hrs.)

**Administrative**

Tenant Selection Coordinator

(1 position, FT 35 hrs)

State Certification Clerk (1 position, FT 35 hrs.)

Programs Administrative Asst.

(1 position, FT 35 hrs.)

Service Coordinator

(1 position, FT 35 hrs. ½ grant)

Receptionist (1 position, FT 35 hrs.)

Maintenance Administrative Clerk

(1 position, FT 35 hrs.)

**Federal Housing Programs Supervisor**

**(1 position, FT 35 hrs.)**

**Federal Housing Specialist**

**(2 positions, FT 35 hrs.)**

**Article 3:**

3.2 Step 1: Change from Oral to **Verbal**

3.3. Second paragraph: Change the language to read as follows:

Any grievance or dispute, which may arise between the parties, including the Director, involving application, meaning, or interpretation of this agreement shall be settled in the following manner:

List Steps. Add following: **Employees shall not issue anonymous correspondence to the Executive Director or the Board of Commissioners. Employees shall follow the grievance and arbitration procedures as outlined in this agreement.**

3.4 Seniority and Job Posting and Bidding:

Add the following:

**Union Seniority is defined as an employee's length of continuous employment with the employer in the bargaining unit.**

Change the second paragraph to read as follows:

When a position covered by this agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing duties, qualifications, and salary. This notice of vacancy shall **be posted simultaneously in-house**

and in any other publication (online, print, list, etc.), by the Housing Authority. The position shall remain posted (In-house) for seven (7) working days. Employees interested shall apply in writing. If more than one employee applies for the position, the employer will award the position to the most **qualified, in-house applicant, based on union seniority**. Qualifications are defined as described in the job description.

Management shall review **and provide the in-house employee (based on union seniority)**, the opportunity to interview to discuss their qualifications and panel ranking before awarding the job.

**In both Union to Union and Union to Management positions**, the successful applicant shall be given a **ninety (90) day** trial and training period...

a. If the applicant does not want the position before the **ninety (90) day** period...

b. Employees who are promoted under Article 3.4 shall normally be moved to their new position and rate of pay **on the date identified in their offer letter**.

3.6 Authority Supplied Tools and Equipment: **Change Title to Vehicle, Tools, and Equipment Policy:**

Mileage Rate / Current IRS Rate. Use of personal vehicle – must be legally able to operate motor vehicle; meaning licensed, insured, and registered. Additional insurance may be provided by the FHA.

#### **GPS in vehicles**

**3.6(a). The Falmouth Housing Authority (FHA) shall install GPS devices, in FHA vehicles for the monitoring of vehicle maintenance, reduce potential wrongful damage claims, and to track assets and the provision of services. The FHA will not solely use the GPS devices or collected data for disciplinary purposes.**

3.12 Option to Open Contract: The parties have the option to bring one (1) non-economic issue to the table in each of the three (3) years of this contract for the purposes of bargaining up to and including mediation. **To initiate this process the party wishing to bring forth the non-economic issue will contact the other party in writing, of their desire to do so.**

Article 4 Hours at work

4.1 Change the language throughout this Article to read "by the Executive Director **or their designee**".

4.2 Fourth paragraph change to read as follows: **If an Administrative employee is required to work over forty (40) hours**, they shall receive payment or compensatory time at the rate of **one and one-half (1.5) hours** for each hour worked in excess of their regular work day, up to a total of forty (40) working hours for the week. Remaining language stays the same.

4.3 Meal Period: Replace "The Falmouth Housing Authority requires with **State law requires...**

Article 5: Absences from work:

5.1 **Holidays – add Juneteenth; Christmas Eve**

5.2 **Add to the current language:**

**Annual leave with pay will be granted in accordance with the provisions of this article to each employee commensurate with the length of continuous employment with the employer as of July 1, 2022. In the event that said employee retires, resigns or is terminated, the employee shall only be paid out unused vacation time in accordance with the monthly accrual rate that would have been earned at the time of departure. In the event that the employee has used all front-loaded time prior to the departure date, the**

employee will be required to reimburse the Authority for said time. Employees with more than five (5) years of service with the Falmouth Housing Authority will be exempt from this provision.

Part-time employees covered under this contract will receive all fringe benefits on a pro-rated basis. This includes all leave time (vacation, personal, sick, and holidays).

Paragraph 9 will be changed to read as follows:

Vacation time may be requested at any time within the preceding 12-month period. A senior person can bump within thirty-days (30) of an initial request of a less senior member. After thirty-days (30), the vacation leave is no longer subject to the seniority rule.

5.3 Personal Leave: Employees will receive three (3) personal days per fiscal year based on their **regular** workday. There is no carryover of unused personal leave.

**Article 6: Wages and Other Benefits:**

Salary increases during the term of this contract shall be as follows:

Effective July 1, 2022-4% increase added to the base wage

Effective July 1, 2023-4% increase added to the base wage

Effective July 1, 2024-4% increase added to the base wage

Article 6.2: On Call Fee:

\$150.00 per week in FY '24

\$175.00 per week in FY '25

\$200.00 per week in FY '26

\$25 extra for on call on any holiday recognized in the agreement.

42 holidays in a 3 yr. period.

42 % 5 (staff) = 8.4 (holidays) per person (Actually, all should get 8 holidays and a couple of people will get 9.)

8.4 x \$25 = \$210 (Actually, everyone should get at least \$200 and two people would get \$225.)

FHA pays total of \$1050 –however, this scenario rewards on call for all holiday weeks and not only two holiday weeks.

Article 7: Drug Free Workplace – (See Policy)

Article 7: Miscellaneous –

**Add Vehicle Policy to the list of approved policy attachments.**

**Add Employee Appearance and Workplace Attire to list of approved policy attachments.**

Article 8: Contract Provisions

8.1 Effective Date: This agreement shall be in effect from **July 1, 2022 through June 30, 2025**, and from day to day thereafter until a new agreement shall be negotiated and executed by the parties hereto. Any article having effect on the budgets of the Falmouth Housing Authority will not take effect until approved by the funding agency, DHCD, or in any case on or before **July 1, 2022**.

**New Article:**

**In cases where a vacancy is created by a separation from service, a temporary employee may be hired at a rate no higher than the position that is being filled. Temporary personnel can only be used for a period**

of sixty (60) workdays, and shall not be allowed to work beyond the sixty (60) workday period. In cases of an approved extended absence, the Falmouth Housing Authority is permitted to hire a temporary employee to fill the absence, using a temporary agency if appropriate, and the above rate of pay shall not apply.



Sheila A. Kearns, M.Ed., SS Coordinator  
AFSCME Council 93

02.02.2024

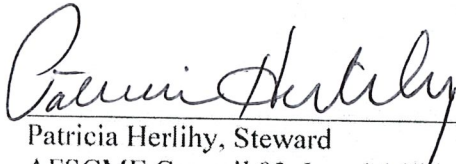
DATE



Jason Norton, Steward  
AFSCME Council 93, Local 1636  
Falmouth Housing Authority Unit

2/8/2024

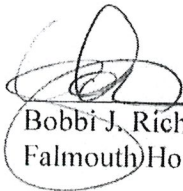
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Patricia Herlihy, Steward  
AFSCME Council 93, Local 1636  
Falmouth Housing Authority Unit

2/2/2024

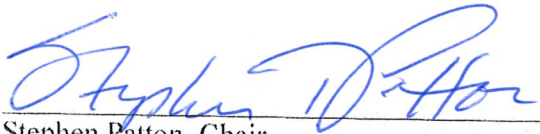
DATE



Bobbi J. Richards, M.A., Executive Director  
Falmouth Housing Authority

2/2/24

DATE



Stephen Patton, Chair  
Falmouth Housing Authority  
Board of Commissioners

2/5/24

DATE

## Sheila Kearns

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**From:** Sheila Kearns  
**Sent:** Friday, September 1, 2023 9:28 AM  
**To:** 'Bobbi Richards'; Jason Norton; Patricia Herlihy; Stephen Patton - Gmail  
**Subject:** RE: Snow Removal Policy and Statement from Tenant Handbook  
**Attachments:** Example Wage Schedule.pdf

Hello,

As discussed in our negotiation meeting of Wednesday, August 30, 2023, below is the Union's proposed language for Vacation for our next meeting scheduled for September 13, 2023. In addition, attached is an example of how the wage schedule would appear once the final percentages and rates have been agreed upon.

Annual leave with pay will be granted in accordance with the provisions of this article to each employee commensurate with the length of continuous employment with the employer as of July 1, 2022. In the event that said employee retires, resigns or is terminated, the employee shall only be paid out unused vacation time in accordance with the monthly accrual rate that would have been earned at the time of departure. In the event that the employee has used all front loaded time prior to the departure date, the employee will be required to reimburse the Authority for said time. Employees with more than five (5) years of service with the Falmouth Housing Authority will be exempt from this provision.

Thank you.

-Sheila



**Sheila A. Kearns, M.Ed. | AFSCME Council 93**  
South Shore Coordinator  
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**From:** Bobbi Richards <brichards@falmouthhousing.org>  
**Sent:** Thursday, August 31, 2023 9:16 AM  
**To:** Sheila Kearns <skearns@afscme93.org>; Jason Norton <jnorton@falmouthhousing.org>; Patricia Herlihy



<therlihy@falmouthhousing.org>; Stephen Patton - Gmail <sandspatton@gmail.com>

Subject: Snow Removal Policy and Statement from Tenant Handbook

Hi All:

Per our discussion at yesterday's meeting, please see the snow removal policy/ies. I found them in 2013 folder. Please print and be prepared to discuss at the meeting scheduled for 9/13/23 at 2:30 p.m.

Also, below is the language from the handbook for tenants.

"The Authority is responsible for snow removal after 3" of snow has fallen. This includes the walkways, exterior egresses, walkways, drive way and parking lots on the Harborview, Mayflower/Choate, Rose Morin, Salt Sea and Tatakot properties. Salt and/or sand will be applied to the parking lot and walkways after snow has been periodically removed. Snow removal and salt/sanding will be performed by Authority staff or its contractors as soon as they are safely able to get to the properties. Tenants are responsible for clearing snow from/on/immediately surrounding their vehicles. The Authority assumes no responsibility when tenants attempt to walk or drive during inclement weather. We encourage tenants to use reasonable judgement and exercise safety when traveling during inclement weather. The Authority encourages tenants to not go out during or after a storm unless it is absolutely necessary."

Thank you.

Sincerely,

Bobbi Richards, M.A.  
Executive Director  
Falmouth Housing Authority  
115 Scranton Avenue  
Falmouth, MA 02540  
Phone (508) 548-1977 x211  
Fax (508) 457-7573

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