AGREEMENT BETWEEN

MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY

AND

THE AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

COUNCIL 93 AND ITS APPROPRIATE AFFILIATE LOCAL 298

OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019

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PREAMBLE

The purpose and intent of the Manchester Housing And Redevelopment Authority (the Manchester Housing Authority prior to May 1990), hereafter referred to as the "MHRA" (formerly MHA), and the American Federation of State, County and Municipal Employees, hereafter referred to as the "Union", entering into this Agreement is to promote orderly and peaceful relations between the MHRA and the organized employees in the bargaining unit included in the following Agreement, and to provide on behalf of the citizens of Manchester approved services in an effective and efficient manner.

RECOGNITION - ARTICLE 1

The MHRA hereby recognizes AFSCME in accordance with RSA 273-A as the exclusive representative of the bargaining unit described in the Certification of Representation issued by the Public Employee Labor Relations Board (case #A-0523).

NON-DISCRIMINATION - ARTICLE 2

2.1 The MHRA and the Union agree not to discriminate in any way against employees covered by this Agreement on the basis of race, religion, creed, color, national origin, sex, age, sexual orientation, marital status, or disability, except where physical or mental condition is a bona fide occupational qualification.

2.2 The MHRA agrees that it will not discriminate against any employee on account of Union membership or exercise of his/her rights conferred by RSA 273-A.

UNION MEMBERSHIP - ARTICLE 3

Each member of the bargaining unit on the effective date of this Agreement shall be a member of the Union and each employee who becomes a member of the bargaining unit and the Union after that date shall continue his/her membership in the Union.

DUES DEDUCTION - ARTICLE 4

4.1 The employer shall deduct regular weekly Union dues upon receipt of a signed authorization from members of the Union on form F46. The employer shall forward all such dues so collected to the Treasurer of the Union as soon as practicable. The Union shall indemnify and save the employer harmless against all claims and suits, which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Agreement.

4.2 The Union will keep the MHRA informed of the correct name and address of the Treasurer of Local 298 AFSCME. The Treasurer of Local 298 AFSCME will keep the MHRA informed of any change in the amount to be deducted.

4.3 If an employee has no check coming to him/her or if his/her check is not large enough to satisfy the dues, then no deduction will be made from that employee. In no case will the MHRA attempt to collect fines or assessments for the Union beyond regular dues.

MANAGEMENT RIGHTS - ARTICLE 5

Except as otherwise expressly and specifically provided in this Agreement, the Union recognizes that the direction of the Authority's operations; the determination of the methods and means by which such operations are to be conducted; the supervision, management and control of the Authority's work force, the right, lawfully and for just cause, to demote, discipline, suspend or discharge employees; the right to determine hours and schedules of work and the work tasks and standards of performance for employees, and all other rights and responsibilities not specifically provided in this Agreement, shall remain the function of Management and the MHRA, all in accordance with RSA 273-A. It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or other rights expressly and specifically provided in this Agreement are violated by Management or the Board.

STRIKES PROHIBITED - ARTICLE 6

Under no circumstances will the Union cause, encourage, sponsor or participate in any job action, strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdowns, withholding of services or any curtailment of work or restrictions of the MHRA during the term of this Agreement.

WORK POLICY AND REGULATIONS - ARTICLE 7

7.1 The MHRA may adopt rules for the operation of the department, provided such rules do not conflict with any of the provisions of this Agreement.

7.2 It is agreed that the MHRA has the right to discipline or discharge employees for just cause.

7.3 In justice and fairness to the MHRA, all employees are expected to report to work except for approved absences, report to work on time, not leave the job early, be prompt in reporting to their assigned duties and faithfully perform their duties. It is also agreed that no Union business will be transacted on MHRA time, except as specified elsewhere in the Agreement. The Union recognizes that the efficient delivery of services is a primary objective of the parties under this Agreement.

7.4 It is agreed that any employee leaving his/her work without authorization of his/her supervisor, will forfeit pay for the time absent from his/her assigned job and will be subject to disciplinary procedures authorized under paragraph 7.2 above.

7.5 It is agreed that the Maintenance Manager and Supervisor shall not routinely perform Bargaining Unit work, their primary function is supervisory. Exceptions in cases of emergency, providing instruction or training, insuring maximum efficiency and protection of equipment will

be permitted. Performance under these circumstances will not result in the loss of overtime for any Bargaining Unit member.

7.6 It is agreed that employees shall not smoke within any MHRA owned and/or managed property or within any MHRA owned and/or leased vehicle. It is further agreed that employee shall not smoke within twenty-five (25) feet of any entranceway of any MHRA owned and/or managed property.

CONFLICT OF INTEREST - ARTICLE 8

No employee of the MHRA shall acquire any interest, direct or indirect, in any housing or redevelopment project or in any property included, or planned to be included in any project, nor shall he/she have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any housing or redevelopment project. If any employee of the MHRA owns or controls an interest, direct or indirect, in any property included or planned to be included in any housing or redevelopment project, he/she immediately shall disclose the same in writing to the MHRA and such disclosure shall be entered upon the minutes of the MHRA. Failure to disclose such interest shall constitute misconduct in office. Upon such disclosure, such employee shall not participate in any action by the MHRA affecting such property.

POLITICAL ACTIVITIES - ARTICLE 9

All members, officers and employees of the MHRA, whose employment as such constitutes their principal employment, are subject to the provisions of Section 12(s) of the Hatch Act, Public Law 252, 76th Congress. If any individual, who is also engaged in some other employment or occupation, is doubtful as to his/her status under the Hatch Act, he/she may present the matter in writing to the United States Civil Service Commission for a ruling.

NEPOTISM - ARTICLE 10

The Nepotism Policy will be administered in accordance with the Personnel Policies of Manchester Housing and Redevelopment Authority.

RESTRICTIONS - ARTICLE 11

11.1 No permanent full-time employee of the MHRA shall be permitted to be gainfully employed, or carry on any outside activities during his/her normal working hours, or in any other manner that would interfere with the performance of his/her services to the Authority.

11.2 No employee of the MHRA is authorized to carry or otherwise possess on his or her person, MHRA premises or vehicles, a firearm, or other deadly weapon while the employee is employed during regular working hours of the MHRA or during those hours where the employee is called for maintenance service after regular working hours. Violation of this section shall constitute just cause for dismissal of the employee.

11.3 An employee shall not, while in the employ of the MHRA, be gainfully involved with activities involving another public body or any tenant of the Authority in any way. This shall include contractual relationships as well as employment. If any employee is in doubt as to whether any existing or contemplated situation is in violation of this provision, he/she shall consult with the Executive Director, for a determination.

11.4 Members of the bargaining unit, who desire to terminate his/her employment, shall submit a written resignation at least two (2) weeks in advance, setting forth his/her reasons for resigning.

USE OF EQUIPMENT - ARTICLE 12

MHRA property or equipment may not be utilized for an employee's personal use. This, or any other private use, includes repairs to personal vehicles, appliances, furniture and/or borrowing MHRA equipment for that purpose. Violations of this policy may result in disciplinary action being taken.

USE OF VEHICLES - ARTICLE 13

13.1 Any vehicle owned or leased by the MHRA should not, at any time, be left unattended with the engine running, nor should keys be left in the ignition when leaving the vehicle. The intent of this policy is to prevent accidents or theft.

13.2 Vehicles owned by or leased the MHRA are to be used only for travel related to the execution of duties and functions of the MHRA's employees, such as inspections, field work, transportation to meetings and conferences, and participation in approved civic programs. MHRA vehicles may be used for limited personal use, including transporting immediate family members to work or school while driving to work or for use in emergency situations where no other transportation is available. No employee should depend upon any MHRA vehicle exclusively for his/her private vehicular needs.

13.3 Any driver or passenger riding in a MHRA vehicle shall use the body restraints (better known as seat belts).

JURY DUTY & WITNESS DUTY - ARTICLE 14

14.1 An employee called as a juror or witness for reasons other than those of a personal nature will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such services. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

14.2 Employees who are called to jury or witness duty and are excused from the jury or witnessing duty for a day, or days, shall report to their regular work assignments as soon as possible after being excused.

MILITARY SERVICE - ARTICLE 15

Shall be governed by existing law.

FAMILY AND MEDICAL LEAVE ACT LEAVE - ARTICLE 16

MHRA shall follow the mandates of the Family Medical Leave Act, established under Federal law, as outlined in MHRA Personnel Policies.

MATERNITY LEAVE - ARTICLE 17

17.1 Employees may take leave for the period of temporary physical disability resulting from pregnancy, child birth, or related medical conditions. Such leave may occur both before and/or after birth.

17.2 An employee taking such leave must provide a medical certification from a health care provider in the same manner as she would for FMLA leave, even if the employee has exhausted or would not otherwise be entitled to FMLA leave.

17.3 If an employee's disability under this section also qualifies as a serious health condition under the FMLA, the two types of leave will run at the same time, the leave counting against the employee's FMLA leave entitlement.

17.4 While on maternity leave an employee will be eligible to receive the same benefits as an employee on a medical leave of absence. Each employee's right to paid maternity leave will be based upon the employee's entitlement to or eligibility for disability benefits.

17.5 Employees who are returning from a disability associated with maternity will have the same or similar position made available.

BEREAVEMENT LEAVE - ARTICLE 18

18.1 Bereavement Leave of three (3) working days with pay between the date of death and the date of the funeral inclusive, shall be granted a permanent full-time or permanent part-time employee who works at least half-time in the event of the death of his/her:

Spouse	Sister
Father	Brother
Mother	Child
Father-in-Law	Mother-in-Law
Son-in-Law	Daughter-in-Law
Step-parent	Step-child

or

A blood relative or ward residing in the same household.

18.2 Special leave of one (1) working day with pay, for the purpose of attending the funeral,

shall be granted a permanent full-time or permanent part-time employee who works at least half-time in the event of the death of his/her:

Grandmother	Sister-in Law
Grandfather	Aunt
Grandchild	Uncle
Brother-in Law	

18.3 Under extenuating circumstances, two (2) additional days with pay may be granted under 18.1 with written approval of the Executive Director: such days to be charged to the employee's accrued sick leave.

18.4 Under no circumstances shall bereavement leave be paid on an over-time basis.

18.5 If a family member, as described above, dies while an employee is out due to illness or on vacation, time will be changed to Bereavement Leave. The number of days given will follow the above policy for family members.

BULLETIN BOARDS - ARTICLE 19

The MHRA shall provide the Union with a designated bulletin board, which shall be conveniently located within the maintenance area at CMF, for the posting of notices of the Union addressed to the members. No Union notice shall be posted in or around the Authority's property except on the Union's board and no Union notice shall be posted until it has been signed either by the President or Secretary of the Union. The MHRA shall have no responsibility for any notices posted by or on behalf of the Union.

MHRA shall permit the Union Steward to use MHRA's email system during non-working time to distribute Union notices to the members.

HOURS OF WORK, OVERTIME CALL BACK & SHIFT DIFFERENTIAL – ARTICLE 20

20.1 The normal work hours shall be 7:00 a.m. to 3:30 p.m., Monday through Friday, for the first shift, with an unpaid one half hour for lunch, and two paid 15 minute breaks, with the lunch and break schedules to be set by the Supervisor.

20.2 The normal work hours shall be 3:30 P.M. to 12:00 a.m., Monday through Friday, for the second shift, with an unpaid one half hour for lunch and two paid 15 minute breaks, with the lunch and break schedules to be set by the Supervisor.

20.3 The normal work week shall be five (5) consecutive days, Monday through Friday.

20.4 Time and one-half shall be paid for all hours worked over eight (8) in one day.

20.5 Time and one-half shall be paid for all hours worked over forty (40) in one week.

All gas related calls outside of regular hours shall be paid at 120% of the employee's regular rate (regular rate X 1.2). (For example, an employee who has a base rate of $21.29 would be paid at a rate of $21.29 X 1.2 = $25.55 for gas related call outs.) Gas related calls on overtime hours shall be paid at time and one half of the "outside regular hours" rate ((regular rate X 1.2) X 1.5). Calls outside of regular hours for non-gas issues will be paid at the applicable regular or overtime rate without any additional premiums.

20.6 The MHRA shall pay a .75 per hour shift differential for second and weekend shifts.

20.7 Overtime shall be distributed by a voluntary rotating list. This list shall be initially established by bargaining unit seniority, most to least. Individuals may volunteer or have their names removed from the list on a quarterly basis. The adjustments to the list are to be made effective for the first Monday during the months of January, April, July and October.

The person or persons in charge of staffing the overtime must offer such overtime to the individual whose turn it is in the rotation, except as stipulated in this Article, Article 20.8, and/or Article 20.9. Should the individual being offered the overtime not be available, the next individual on the list will be offered the overtime.

When an individual on-call is calling another individual for assistance, he/she must use the MHRA cell phone; when calling, allow for at least five rings in order to ensure record of the call with the phone service.

**Once a person has accepted his/her turn in the rotation, has declined his/her opportunity to work the overtime, or cannot be reached after reasonable effort, that individual then yields to the next individual in the rotation. This also applies to overtime work offered in advance not yet performed. In other words, if there was planned overtime, let's say a week in advance, the list would be updated upon acceptance, refusal or after a reasonable time period to contact individual(s). Overtime opportunities that come about in the interim are passed on to the next individual(s) on the rotating list.

The overtime list shall not apply in cases where an individual(s) is called in because of his/her higher level skills/knowledge to complete a specific task relative to that particular job, with one exception: In the event that the individual being called in for that higher level skill/knowledge happens to be the individual next in rotation, or as we say "on the board", his/her turn is considered satisfied and the list advances to the next individual.

Except in cases of emergency, any individuals retained to finish a particular job that they did not participate in during their regular shift must be chosen from the rotating list, unless that individual is there as a result of his/her higher level skills/knowledge.

The overtime list shall be re-run after each occurrence in which the list is used to staff an overtime availability. As soon as practicable, the individual at the top of the re-run list will be notified that they are currently at the top of list and, therefore, will be the first individual contacted the next time an overtime availability arises that will be staffed through the list.

20.8 It shall be the duty of all able bodied employees to make themselves available during the course of emergency situations. Deliberate refusal to work when contacted during such situations without adequate justification may result in disciplinary action. Employees shall provide the Authority with their home telephone number, if any, and cellphone number, if any, for use in the case of emergency calls only. Such alternative telephone numbers shall not be used for the overtime list under Article 20.7, unless requested in writing by the employee.

Emergency situations will be staffed through the overtime list, as set forth in Article 20.7, unless (A) an emergency situation requires a particular person due to his or her higher level of skill/ knowledge, (B) in cases related to gas issues as stipulated in Article 20/9, and/or (C) in cases where an individual(s) remains on a job that they had started during their regular shift and remained on into overtime.

In the event that the MHRA cannot staff an emergency situation through the voluntary rotating list, such emergency shall be staffed using reverse bargaining unit seniority inclusive of the entire bargaining unit including those who have opted out of the voluntary rotation and probationary employees; the person with the least bargaining unit seniority must make himself/herself available for such overtime work when contacted. If the employee with the least bargaining unit seniority is unavailable for a legitimate reason, the overtime will be assigned to the employee with the next lowest bargaining unit seniority. In other words, the overtime will be assigned to employees in bargaining unit seniority (least to most). Impact to the voluntary rotating list ceases at the point where the reverse seniority staffing procedure is invoked.

20.9 When a call out is required involving a gas related issue, these calls will normally be placed from a daily rotation list that includes those employees qualified to perform the work. Management will update the list of qualified individuals on a yearly basis. Employees in this rotation will make every effort to be available to respond to these calls. Employees entering into one of these classifications after the yearly calendar has been established will be placed at the bottom of the rotation list on the week that they are eligible for the overtime, and, at that point, will become part of the regular call out rotation. Management will revise the calendar at this point to reflect the addition of the employee(s) to the rotation. It is understood that there may be circumstances when it is prudent to make calls without consulting this list, in particular when there is a safety concern related to the call out. An example of this would be when an employee has been working on a problem during their regular working hours and the same problem reoccurs after hours in the same day. In a case such as this, it may be prudent to first call the employee who is familiar with the particular circumstances involved in the malfunction with the expectation that they are in a better position than others unfamiliar with the original problem to address the issues promptly.

20.10 Any person who has left his/her place of employment and is recalled prior to his/her next normal shift will be paid for a minimum of three (3) hours at the rate of time and one half; provided further, that an employee who is called back for overtime or emergency work and who returns to his/her residence within the three (3) hour minimum guarantee, may be called back for additional emergency within that three (3) hours without an additional three hour guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rate for the inconvenience of being called back to work between the normal shift, but

not to be separately paid for several call-backs within the three (3) hour minimum guarantee period. Any employee who is called in one hour or less prior to the start of his/her normal work shift, shall receive such time at the overtime rate, but is excluded from the three (3) hour minimum guarantee outlined above.

20.11 Employees shall not respond to callbacks from tenants.

20.12 It is the employee's responsibility to contact his/her supervisor or the office each day before the work day begins in the event of an unscheduled illness or absence - unless a Physician's note has been submitted with a pre-determined time of absence. If an employee does not contact his/her supervisor or the office within one hour of the start time, the employee shall be subject to disciplinary action. In emergency situations, an employee may call the Maintenance Manager or the Supervisor the night prior to absence.

SENIORITY - ARTICLE 21

21.1 There shall be three types of Seniority:
(a) Authority Seniority
(b) Classification Seniority
(c) Bargaining Unit Seniority

21.2 Authority Seniority is the length of service an employee has with the MHRA.

21.3 Classification Seniority is the length of service an employee has within a particular job classification.

21.4 Bargaining Unit Seniority is the length of service an employee has within the bargaining unit. However, an employee that leaves the bargaining unit for any length of time may have their seniority bridged provided they properly obtain a withdrawal card from the union at the time they leave the unit and are considered by the union to be a member in good standing. It will be the responsibility of the local AFSCME representative to inform Management, in writing, if these conditions have been met. Bargaining Unit Seniority shall be date of hire for members employed prior to October 1, 1986.

21.5 The MHRA shall establish a seniority list of all types of seniority specified under 21.1, above, and it shall be brought up to date as of October 1st of each fiscal year. A copy of the list shall be mailed to the Union. Any objections to the list as established shall be reported to the Executive Director within twenty (20) working days, or it will stand as approved.

21.6 Until an employee has served the initial 180-day probationary period, it shall be deemed that the employee has no seniority status, and the employee may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

21.7 The employee's present classification seniority as of the effective date of this Agreement shall be the only type of seniority considered for the purpose of establishing the classification seniority system called for in this Article. This classification seniority must have been continuous in nature to merit consideration under this section. The preparation and maintenance

of the classification seniority roster shall be the responsibility of the MHRA, approved by the Union, and is to be part of this Agreement.

21.8 In cases of promotions and transfers within the bargaining unit, Bargaining Unit Seniority shall be the type considered. In the event of a permanent lack of work in any classification, those employees concerned in that classification shall be assigned the next lower classification for which they are qualified and for which they have Bargaining Unit Seniority.

21.9 Authority seniority will be used for benefit calculation contained within this Agreement.

21.10 The names of employees laid off from the bargaining unit will be maintained on a recall list for one (1) year from the date of such layoff and such employees will be offered their job classifications in the event of a recall. If a laid off employee is notified by telephone or by letter sent certified mail to the employee's last known address on the records of the MHRA to report to work, the employee must notify the MHRA within five (5) days of the employee's intention to comply or accept and must report to work within two (2) weeks of such notification or the employee shall cease to have any rights based on seniority and shall be terminated. Recalled employees who return to work as provided above will be credited with prior length of service for seniority purposes.

TEMPORARY JOB ASSIGNMENTS AND PLUS RATES - ARTICLE - 22

22.1 The MHRA may make temporary promotion(s) or job assignment(s). Where minimum qualifications are met, bargaining unit seniority shall govern. Temporary promotions and job assignments shall normally not exceed thirty (30) days. In the event an extension beyond the thirty (30) days is needed, the Union shall be notified in writing of the specific task still not completed and the length of time expected to complete such remaining task. Such extension(s) shall not be arbitrary or capricious and shall not exceed thirty (30) days. The employee in the temporary promotion or job assignment shall be continued when an extension occurs.

22.2 Employees may be temporarily assigned to work in any position of the same or lower classification without change in rate of pay.

22.3 Employees who accept a temporary assignment or promotion will be compensated for their full eight hour shift on a Plus Rate basis of one pay step (no less than 5% to the nearest whole cent) above their present rate or the entrance rate, whichever is higher, for working in higher level classifications. It is understood that the employee will be responsible for any work assignments related to that higher classification during the period they are upgraded.

STANDBY TIME COMPENSATION - ARTICLE 23

23.1 Standby shall be performed only by, Plumber/HVAC, Plumber, Sr. Building Mechanical Technicians, Senior Mechanic Technician/Gas Fitter, Building Mechanical Technicians and Building and Grounds III. Employees who perform Standby during their normal off-hours shall be in immediate communication with their Department during the standby period and, under normal circumstances, report to work within one half-hour. Employees who standby shall be paid at the rate of $2.75 per hour for all standby hours.

23.2 There shall be no reduction of the standby rate as defined in the preceding section in the event an employee on standby is called in and reports to work.

23.3 The MHRA agrees to provide employees on call with communication devices, such as paging devices and cell phones. Standby shall be from. 3:30 p.m. to 7:00 a.m. Monday through Friday.
Standby for Saturday and Sunday shall be from 7:00 a.m. Saturday to 7:00 a.m. Monday or a total of 48 hours. Standby, for purposes of holidays shall be 24 hours.

23.4 Standby is voluntary with a minimum of seven (7) persons. This shall not change unless there is an illness. There will be a posting where employees who wish to sign up for standby may do so. This posting shall be done once a year. In the event there are not seven (7) volunteers or in the event an employee on the list will be unavailable for a period in excess of sixty (60) days due to illness, injury, or position vacancy, the MHRA shall post for the vacant position on the standby list. If no eligible employee applies, then MHRA shall ask for volunteers to fill the vacancy from among all the employees in the eligible classifications. In the event there is more than one volunteer to fill the vacancy, the vacancy shall be filled by the most senior volunteer on a rotating basis. Should the vacancy remain unfilled MHRA may fill such vacancy by reverse bargaining unit seniority among eligible classifications.

23.5 It is acceptable, with notification to the office, for persons on standby to exchange days within their assigned standby weeks. Those employees who perform work orders on an exchange basis must submit a signed work order. All employees performing standby work on the behalf of another employee must be compensated. The submission of work orders for work which was performed by another employee will not be permitted.

23.6 It is the responsibility of each member on the Standby List to complete all assigned standby or arrange for an eligible substitute including when leaving work during his/her regularly scheduled shift for non-emergency reasons. In the event an employee is absent for a full day due to an illness or emergency or must leave work due to an emergency he/she must notify his/her supervisor.

23.7 Any employee performing standby is limited to eleven consecutive days and a maximum of fourteen days in a thirty-day period.

PROMOTIONS & TRANSFERS - ARTICLE 24

24.1 The MHRA agrees with the concept of upward mobility.

24.2 The MHRA reserves and shall have the right to make promotions and transfers. Where minimum qualifications are met promotions and transfers within the bargaining unit shall be governed by bargaining unit seniority.

24.3 Jobs to be filled through promotion and transfer shall be provided to the Union Steward to be posted on the Union bulletin board for a period of five (5) working days.

Management shall normally make a disposition of the filling, cancellation or reposting of such posted position no later than 30 working days after the close of the posting period.

24.4 After an award is made of a promotion or transfer the name of the person promoted or transferred shall be posted for five (5) working days following said award.

24.5 Wherever possible, promotions shall be made from the ranks of regular employees who are members of the bargaining unit.

24.6 An employee in the bargaining unit who is absent during the entire posting period shall be automatically placed on the list for consideration for the position(s); provided, however, that such employee may, at his/her discretion, have his/her name removed from the list within five (5) work days of returning to work.

24.7 Job posting shall include job description, rate of pay, the shift and also if the job is permanent with a permanent rating.

24.8 The above procedures shall be followed in all permanent promotions and vacancies. For temporary promotions see Article 22 TEMPORARY JOB ASSIGNMENTS AND PLUS RATES.

24.9 An employee who meets the minimum qualifications and is promoted to a higher level position shall be placed in a probationary status for not to exceed six (6) months in the higher position. The employee shall periodically be evaluated to determine if he/she is performing the job in a satisfactory manner. If an employee is not able to satisfactorily perform the higher level of duties requested, then he/she shall be reduced in status to the same classification, pay grade and pay step as he/she had obtained prior to promotion. In the event that position vacated is not filled within thirty (30) days, or is not being repopulated and/or other positions are not available, all other employee(s) whose position(s) changed due to the promotion shall also return to previous positions and any new hire would be terminated.

PAID HOLIDAYS - ARTICLE 25

25.1 The MHRA agrees that all employees covered by this Agreement shall receive the following holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

25.2 Employees who are covered by this agreement will receive an additional two (2) floating holidays (Martin Luther King Day and Election Day). MHRA will remain open on these holidays and require ample staff coverage. Employees who work the full 8 hour shift, as provided in Article 25.3 below, on the aforementioned holidays will receive annual leave for the number of regular hours worked on Martin Luther King Day and/or Election Day. There will be no additional compensation for those employees who choose to work on Martin Luther King Day and/or Election Day.

25.3 To be eligible for the Floating Holiday, as defined in Article 25.2, employees must work the full 8 hour shift on those specified holidays.

25.4 Lists shall be generated for days off around the holidays of Thanksgiving and Christmas.

25.5 When an employee is absent due to an on-the job injury or on a five (5) day Physician's note, he/she may either have the time charged as a floating holiday or reschedule the day at a later time.

25.6 If one (1) of the aforesaid holidays falls on a Saturday, it shall be observed on a Friday, said Friday shall be a paid holiday. If one (1) of the aforesaid holidays falls on a Sunday and is observed on a Monday, said Monday shall be a paid holiday.

25.7 If an employee is absent on authorized sick leave, and a holiday occurs during that leave, the employee will be paid holiday pay, and not charged sick leave, for that day.

25.8 In the event that an employee is required to work on any of said holidays, the employee shall be compensated at the rate of time and one-half (1-1/2) for hours worked, in addition to holiday pay. If an employee is called in to work as a result of an emergency call out between the hours of 12:00 midnight and 11:59 p.m. on Thanksgiving Day or Christmas Day they shall be paid double time for the hours worked during that twenty four (24) hour holiday period. .

25.9 In the event a paid holiday falls during an employee's vacation, the employee shall receive holiday pay and not be charged with vacation pay for that day.

ANNUAL VACATIONS - ARTICLE 26

26.1 Permanent employees who have been in continuous, full time employ of the MHRA will accrue annual days and will be allowed vacations in accordance with the following:

A. Ten (10) work days per year, accumulative at 5/6 day per month, until the completion of three (3) years of continuous employment. (New hires shall not be eligible to use accrued annual days until successful completion of their probationary period unless approval is granted by the Executive Director).

B. Fifteen (15) work days per year, accumulative at 1 1/4 days per month for each completed month of service after completion of the third (3rd) year and continuing at such rate until completion of ten (10) years of continuous employment.

C. Twenty (20) work days per year, accumulative at 1 2/3 days per month for each completed month of service after completion of the tenth (10th) year.

26.2 Selection of vacation periods shall be by classification seniority and shall be granted insofar as possible at the times requested by the employee, in accordance with operating requirements to assure proper coverage of all projects; provided, however, that summer vacation shall not extend beyond two weeks until all eligible persons have had an opportunity to select a summer vacation.

26.3 Annual leave not taken by full-time permanent employees may be accumulated not to exceed thirty (30) working days in addition to that accrued in the current calendar year. Annual Leave will be adjusted to thirty (30) working days effective 12/31 each year.

SICK LEAVE - ARTICLE 27

27.1 Sick leave shall be accumulated at a rate of 1 1/4 days per month and may not exceed 120 days. The adjustment to 120 days will occur at the end of each calendar year.

27.2 An employee shall not be paid for sick leave not taken, with the following exceptions: Eligible employees who met the Authority requirements for retirement, and were hired on or before October 6, 1981, shall be paid for any accrued sick leave, not to exceed 90 days. Eligible employees who meet the Authority requirement for retirement and were hired after October 6, 1981 but prior to October 1, 2007 shall be paid for any accrued sick leave, not to exceed 60 days.

Employees hired after October 1, 2007 shall not be eligible for any buyout or payment of any accumulated sick leave.

In the event of an active employee's death, his or her designated beneficiary shall be paid for accrued sick time in accordance with the above entitlements. The beneficiary form is signed upon employment and can be changed by contacting the Employee Services Coordinator.

27.3 Advances of unearned sick leave may be granted at the discretion of the Executive Director or designee, not to exceed 15 working days in one calendar year.

27.4 Employees may use up to 2 days of sick leave to care for a sick relative in the employee's household. These days will count toward the calculation for Personal Days at the end of the calendar year.

27.5 Employees must notify their department head as soon as possible about their illness, the nature of the infirmity and the estimated period of disability. Failure to do so within a reasonable time may be cause for denial of pay for the period of absence.

27.6 Separate from the above, the department manager (or his/her designee) and the Union may request physician verification at any time from employees who use more sick leave than the department average or who have a pattern of abuse. Management and/or the Union will notify

employees required to present a physician's verification, at management's expense, by calling the employee at home by 9:30 a.m. on the day of absence.

27.7 An employee eligible for sick leave with pay may use sick leave only for absence due to his/her illness or injury (death or retirement, per personnel policy) and for dental appointments, physical examinations or prescribed treatment by a physician. The Authority shall require a doctor's certificate before approving sick leave with pay for a period of absence of more than five (5) consecutive work days.

27.8 Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one quarter hour.

27.9 During periods of absence for approved paid sick leave the eligible employee shall be entitled to full pay for such period at the regular rate of compensation, provided, however, that hourly employees shall be compensated on the basis of straight time pay not to exceed eight (8) hours per day and not to exceed forty (40) hours per week. No sick leave benefits shall be paid on the basis of time and one-half.

27.10 Employees who are on paid vacation who are hospitalized for injury or illness may, at their option and provided they have sick leave credits accrued, have their vacation time changed to paid sick leave for the period of time they are actually hospitalized.

SICK LEAVE BANK - ARTICLE 28

The Sick Leave Bank will be administered in accordance with the Personnel Policies of Manchester Housing and Redevelopment Authority. In the event the policy is revised, Management agrees to meet with the union representatives to explain the changes before the revised policy is implemented.

SPECIAL LEAVE - ARTICLE 29

Special Leave to cover unusual, unforeseen occurrences, which may arise, may be granted at the sole discretion of and under terms and conditions established by the Executive Director or designee.

TRAINING & EDUCATIONAL REIMBURSEMENT - ARTICLE 30

30.1 New employees will be given sufficient training to gain efficiency in their classification. Training remains at Management's discretion. However, the goal of training shall be to benefit the MHRA as well as Bargaining Unit employees. The needs of the Authority and the desires of Bargaining Unit employees will be assessed and discussed. The availability of funds and the need for the continuation of Authority services must be considered in any training program or in the provision of training to any one Bargaining Unit employee.

30.2 Employee training will be the function of every supervisor.

30.3 Educational Incentive Program. An Educational Incentive Program shall be available to interested employees, providing reimbursement of 75% of the cost of tuition, books and materials, up to a maximum of $2,000 per employee, per year, within budgeted amount, for job related courses designed to advance skills or knowledge of the employee in the performance of the employee's services to the MHRA or as part of a career development program. For reimbursement, the employee would have to complete the course successfully. Employees who voluntarily leave the MHRA before the course is completed shall not be reimbursed.

30.4 Any employee successfully completing a program which is reimbursed in part by the MHRA is expected to remain in the employ of the MHRA for at least twelve (12) months following said completion, excluding disciplinary removal. Failure to do so will require a refund to the Authority of all amounts paid on a pro-rata basis.

EMPLOYEE WELLNESS DAYS - ARTICLE 31

Employees who have used six or fewer days of sick leave during a calendar year shall be granted up to a total of five (5) wellness days. Two (2) wellness days (sixteen (16) annual leave hours) are given outright. Employees granted the two (2) wellness days have the additional option to convert three (3) accumulated sick days (twenty-four (24) hours) to annual leave.

CLOTHING ALLOWANCES - ARTICLE 32

32.1 The MHRA will supply each new employee, after the completion of the probationary period, five (5) pairs of pants. These will include any combination unlined Dickies style pant, felt or fleece lined Dickies style pant, unlined denim pant, felt or fleece lined denim pant. Six (6) button up shirts. These will include in any combination short or long sleeves. Two (2) sweatshirts, one (1) summer weight jacket, one (1) winter weight jacket designed for liner insert with liner, five (5) summer t-shirts. These will include in any combination the colors of tan, navy blue, and gray. Shorts may be worn at the expense of the employee.

32.2 Shirts and jackets are to have appropriate departmental emblem affixed. Each employee will maintain his or her own uniforms and must replace damaged or lost uniforms, at the employee's own expense; unless it can be proven that any such damage or loss was incurred in the line of duty. Uniforms will be worn by employee during working hours - not otherwise.

32.3 Rain gear will be available as needed.

32.4 Work gloves will be provided, as determined by the Facilities Maintenance Manager to be required, and replaced on a direct exchange basis as needed.

32.5 As a safety requirement, Bargaining Unit employees are required to wear work boots or work shoes in performing all duties of their positions except in the case of foul weather. In these cases, "sorrel-type" boots or rubber pullovers for work boots that are purchased by employees may be worn for warmth and dryness. Bargaining Unit employees will have an annual work boot or work shoe allowance of up to $140 each calendar year. Employees must submit proof of

purchase to the Facilities Maintenance Manager who will approve the actual amount paid, up to $ $140, to be reimbursed.

Work/construction type work boot, ankle work boot or work shoes with hard soles and leather uppers will be considered acceptable. (Examples are Dunham, Timberline, Dexter, Thinsulate, etc.)

Required footwear will be in compliance with State regulations and MHRA policies.

The boot allowance will only be allowed for the purchase of appropriate footwear, as identified above, i.e. work/construction type work boot, ankle work boot or work shoes with hard soles and leather uppers.

During the probationary period, safe and appropriate footwear must be worn. This will be explained to new employees and be presented as a condition of employment. New employees will be eligible for work boots, ankle work boots or work shoes reimbursement upon completion of the probationary period and annually, thereafter.

Employees, who report to work without the appropriate footwear will not be allowed to start working, but will be sent home to obtain proper footwear. At the employee's option, time lost will be considered unpaid or annual leave, if available.

*MHRA requirements are as stated above.

32.6 Upon separation from employment, all items furnished by the MHRA (except boots) shall be returned to the MHRA or the replacement cost will be paid by the individuals.

LUNCH AND COFFEE BREAKS - ARTICLE 33

Lunch or meal periods shall be an unpaid one-half (1/2) hour to be set by the Supervisor. A morning and afternoon paid coffee break of fifteen (15) minutes maximum duration shall be granted by the Supervisor, but no such break need be granted during periods of emergency operation affecting the health, safety, and welfare of the Employer's tenants.

TIME CLOCKS - ARTICLE 34

The MHRA maintains its right to install time clocks, if it so desires.

UNION CONVENTION ATTENDANCE - ARTICLE 35

One Bargaining Unit person will be approved to attend the Union convention for up to one day per year.

DISCIPLINARY PROCEDURES - ARTICLE 36

36.1 All disciplinary actions shall be in a fair manner and shall be consistent with the

infractions for which disciplinary action is being taken.

36.2 All suspensions and discharges shall be stated in writing and the reasons stated, and a copy given to the employee(s) and the Union within five (5) work days from the date of suspension or discharge.

36.3 If the Department does not follow Section 36.2 above in the case of suspension, then it shall be deemed that the suspension is without merit. When Section 36.2 above is not followed in the case of a discharge, said discharge shall be changed to a two (2) week suspension which shall be grievable.

36.4 Disciplinary actions will normally be taken in the following order:

1. Oral Warning
2. Written Warning
3. Suspension without pay
4. Discharge

36.5 However, the above sequence need not be followed if the severity of the infraction warrants a higher level of discipline.

36.6 No employee shall be penalized, disciplined, suspended or discharged without just cause.

36.7 The Personnel Record of an employee will be cleared of oral reprimands after a period of 18 months from the date of reprimand, provided there are no additional infractions committed during the intervening period. The clearance will be made by the MHRA only at the written request of the affected employee.

36.8 The Personnel Record of an employee will be cleared of written reprimands after a period of three (3) years from the date of the reprimand, provided there are no additional infractions committed during the intervening period. The Personnel Record of an employee will be cleared of suspension notices after a period of three (3) years from the date of suspension, provided there are no additional infractions committed during the intervening period. The clearance will be made by the MHRA only at the written request of the affected employee.

DRUG FREE WORKPLACE POLICY - ARTICLE 37

The Union agrees to abide by the MHRA Drug Free Workplace Policy.

RISK CONTROL POLICY - ARTICLE 38

38.1 The safety and well-being of the residents and employees of the MHRA are of the utmost importance. Risk management procedures will be established and maintained to ensure that the highest level of safety is provided for all.

38.2 It is the intention of the MHRA to abide by applicable laws and regulations, which

govern the health and safety of employees, residents, visitors and property. Risk control techniques and methods will be employed where feasible to prevent or control losses which may threaten the health and well-being of those the MHRA serves.

38.3 Risk control is the responsibility of all levels of the MHRA. Management and staff shall make all efforts feasible to ensure that the optimal level of safety is provided. Through the continued administration of this risk control policy and the cooperation and support of staff and residents, the MHRA will make risk control a priority.

38.4 All automobile accidents and accidents or injuries involving residents or visitors, no matter the severity, should be reported immediately to supervisors and the Business Administration Coordinator.

38.5 Employee injuries must be reported as soon as possible to the appropriate supervisor and the Business Administration Coordinator.

38.6 Any dangerous situations or practices should be reported to your supervisor and the Business Administration Coordinator.

GRIEVANCE PROCEDURE - ARTICLE 39

39.1 A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement, under express provisions of this Agreement, and shall be processed in the following manner.

39.2 Employees who believe they have a grievance should request permission to call the Union Steward. Such permission shall not be unreasonably denied. After obtaining supervisor approval, the Union Steward will meet with the employee at the employee's workstation.

39.3 Employees who believe they have a grievance are not to leave their workstation without permission nor refuse to perform assigned duties unless those duties are in violation of public policy or law or considered dangerous to the employee or others.

39.4 Step I: Within seven (7) work days of the incident leading to grievance, the individual shall approach the Maintenance Manager and involved supervisor (if applicable), identify the problem and what part of the Agreement was violated, and attempt to reach an oral agreement. If an oral agreement cannot be reached, then:

39.5 Step II: The grievance is reduced to writing within seven (7) working days after the meeting with the involved supervisor specifying the grievant(s), the Article(s) violated, the nature of the allegation and the relief sought, signed by the employee and the Union and presented to the Housing Operations Director. (If the Housing Operations Director was involved in the incident and is present during Step I, the grievance should proceed to Step III.) Within seven (7) work days of receiving the grievance, the Housing Operations Director shall schedule a meeting, not to last more than one hour to hear the grievance. Within seven (7) work days of the grievance being presented, the Housing Operations Director shall respond in writing.

In the event the employee and the Union are not in accord with the disposition by the Housing Operations Director, then:

39.6 Step III: The Union, within seven (7) work days of receiving the written response from the Housing Operations Director, may notify the Executive Director, in writing, of the grievance. The Executive Director shall, within seven (7) work days, schedule a meeting to hear the grievance. Within seven (7) work days after the grievance has been heard, the Executive Director will notify the Union in writing of his/her disposition of the grievance.

In the event that the employee and the Union are not in accord with the disposition of the grievance by the Executive Director, then:

39.7 Step IV: The Union, within seven (7) working days of receiving the written response from the Executive Director, may notify the MHRA Commissioners, in writing, of the grievance. The MHRA Commissioners shall, within twenty (20) working days, have the grievance presented to them. Presentations shall be limited to fifteen (15) minutes per side to present and five (5) minutes to rebut. Additional information may be presented in writing, if necessary. Within fifteen (15) working days after presentation, the MHRA Commissioners will notify the Union, in writing, of their disposition of the grievance.

In the event that the employee and Union are not in accord with the disposition of the grievance by the MHRA Commissioners, then:

39.8 Step V: The parties hereto agree that any grievance which involves the interpretation or application of specific provisions of this Agreement shall be settled by arbitration. If the parties cannot mutually agree upon an arbitrator within ten (10) work days, the parties shall submit such grievances to the New Hampshire Public Employee Labor Relations Board and to abide by the rules and procedures set forth by said Board for the selection of arbitrators. Determinations and decisions set forth by the said arbitrator shall be final and binding upon the parties. All costs of arbitration are to be shared equally by the parties. Any grievance, which is not submitted to arbitration under this Step V within ninety (90) working days after receipt of the written decision of the MHRA Commissioners, Step V shall be deemed waived.

39.9 Presentation of grievances, if done during working hours, shall not result in loss of straight time pay to either the Steward or the aggrieved employee involved. No overtime or any other premium shall be paid for time spent in such presentations.

39.10 The Steward shall not leave his regularly assigned work to investigate a grievance without first obtaining approval of his/her superior.

39.11 The Steward shall be allowed time off with pay during his/her regular shift hours for investigating grievances. The name of the employee selected as Steward and the names of other Union Representatives who may represent employees shall be certified in writing to the Employer by the local Union.

39.12 In the event an employee is discharged, demoted or suspended, the Union may request a hearing before the Executive Director and Steps I and II of the grievance procedure will be

waived. Such request must be made in writing within seven (7) work days from the date of such discharge, demotion or suspension and the Executive Director must grant said hearing within seven (7) work days from the date the request is received. If the grievance is not resolved to the satisfaction of both parties, Step IV and V of the grievance procedure may be utilized.

39.13 The times for taking action stated above may be extended by mutual consent, in writing, but all of the steps of this procedure shall be handled as expeditiously as possible with a view to promoting and maintaining complete harmony. Requests of either party for extensions of time shall not be unreasonably denied.

39.14 The arbitrator(s) shall have no authority to add to, subtract from or modify the provisions of this Agreement.

INSURANCE - ARTICLE 40

It is agreed that the Authority will keep in effect for members of the Bargaining Unit the same insurance and retirement benefits as it provides to its other employees throughout the term of this Agreement.

Bargaining Unit employees will be eligible for health care benefits the first of the month following one full month of employment.

MHRA will provide the opportunity for Bargaining Unit employees to purchase insurance provided by the Union through payroll deductions.

Bargaining Unit employees who are eligible for health insurance benefits in accordance with the Authority's policies, but who elect not to enroll in coverage under the Authority's plan during the Authority's open-enrollment period each year or who opt-out of coverage mid-plan year as a result of a qualifying event, and who provide proof of health insurance coverage through another employer-sponsored plan for the applicable plan-year, shall receive a $1,000 health insurance opt out payment, paid in quarterly installments. Employees who are terminated, who resign, or who retire prior to receiving the full amount of the opt out payment shall not receive the balance of the payment. Employees who change their health insurance coverage mid-year shall have their opt out payment pro-rated or discontinued in accordance with their new coverage selection.

PERSONS ALSO COVERED - ARTICLE 41

If an employee retires or leaves due to disability prior to the Agreement being signed, that employee will receive any retroactive pay due.

WAGES - ARTICLE 42

Wage Rates effective October 1, 2016 to be listed for each category. Wage adjustments effective annually, effective October, 1, 2016, 2017 and 2018 respectively shall be published when established in accordance with the following:

The cost of living adjustment announced by the Board of Commissioners annually prior to and in conjunction with the budget submission shall apply to Unit members and shall be effective October 1 of each year during the term of this agreement. (Unadjusted and adjusted rates will be published each year as an addendum to the CBA.)

MAINTENANCE WAGE SCHEDULE
10/1/2015 to 9/30/2016

Title	Unadjusted Rates	Adjusted Rates
Master Electrician	28.81	27.31
Plumber/HVAC	28.81	27.31
Electrician	27.42	25.99
Carpenter	26.91	25.51
Plumber	30.18	28.61
Sr. Bldg. Mech/Gas Fitter	30.18	28.61
Sr, Bldg Mech.	27.42	25.99
Bldg Mech Tech	26.49	25.11
Bldg & Grnds III	25.13	23.82
Bldg & Grnds II	23.43	22.21
Pest Control Technician	23.43	22.21

Unadjusted rates multiplied .94786 for adjusted rates)

MERIT BONUS

In the event the Board of Commissioners approve a merit bonus, members of the Union shall receive an allocation for funds for distribution in equal payments to eligible Unit employees to be determined as follows:

Total base payroll of eligible Unit employees	÷	Total base payroll of all eligible Authority employees	= Percentage times base dollars allocated for non-represented employees

For purposes of this provision, eligible employees shall be defined as employees on roll as of December 31st of the year prior to the declaration of a merit bonus and who have completed one (1) year of service as of December 31st of the applicable calendar year. Employees hired after December 31st of the applicable calendar year shall receive such merit bonus on a prorata basis in accordance with MHRA policy.

LONGEVITY SCHEDULE - ARTICLE 43

Longevity increases are based upon an employee's continuous length of service at MHRA and are added to an individual's base rate on his/her anniversary date as shown below:

After 5 years - $ .70 per hour
After 10 years increase from $ .70 to $ .75 per hour
After 15 years increase from $ .75 to $ .80 per hour
After 20 years increase from $ .80 to $ .85 per hour
After 25 years increase from $ .85 to $ .90 per hour
After 30 years increase from $ .90 to $ .95 per hour
After 35 years increase from $ .95 to $1.00 per hour
After 40 years increase from $1.00 to $1.05 per hour

LOADER RATE - ARTICLE 44

Employees who operate the loader for a minimum of one hour of continuous use will receive an additional $1.25 per hour. The decision of which classifications or individuals operate the loader will be at Management's sole discretion and will not necessarily follow seniority or any other prescribed process.

HARASSMENT STATEMENT – ARTICLE 45

The Authority will not tolerate the harassment of any employee or customer on the basis of sex or any unlawful basis. Sexual harassment is defined to include, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, physical, and nonphysical conduct of a sexual nature when:

- submission to such conduct is made explicitly or implicitly a term or condition of employment;

- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or for awarding or withholding a favorable employment opportunity, evaluation, or assistance; or

- such conduct has the purpose or effect of unreasonable interfering with an individual's performance at work, or creates an intimidating, hostile, or offensive work environment.

Sexual harassment includes a wide range of behaviors from the actual coercion of sexual relations to unwelcome offensive comments, jokes, innuendoes and other sexually oriented statements and unwelcome behavior emphasizing sexual identity. Sexual harassment may be indirect and even unintentional. Employees are prohibited from bringing into the workplace or otherwise displaying any written materials or pictures that are sexually suggestive or offensive in nature.

This policy prohibits all of the activities discussed above, whether engaged in by a supervisor, agent of the Authority, co-worker, or non-employee who is on our premises or who comes in contact with the Authority's employees.

Sexual harassment is a violation of the Authority's policy and is prohibited by state and federal law. Experience has shown that a clear statement to the person engaging in the offensive behavior is often all that is necessary to stop the conduct. Employees who believe they are being harassed are encouraged to let the person engaging the conduct know how they feel, but they are not required to do so. An individual that believes that he or she has been subjected to unlawful harassment should report the incident in accordance with the Reporting Procedure contained in this Agreement and the Authority's Employee Handbook. The matter will be promptly investigated and appropriate action will be taken, depending on the nature and severity of any proven incident.

Retaliation against an employee who complains in good faith about sexual and other unlawful harassment is a violation of the Authority's policy and is prohibited by state and federal law. Retaliation is a form of unlawful harassment and will be handled in the same manner as other forms of harassment.

REPORTING PROCEDURE FOR SEXUAL AND OTHER UNLAWFUL HARASSMENT AND DISCRIMINATION

1. Any employee who feels that he or she is the victim of sexual or other harassment should report the act immediately to their supervisor. If you prefer not to discuss the matter with your supervisor, you may report the incident directly to the Executive Director.

2. Supervisors who become aware of harassing conduct and/or a complaint of harassment must report the conduct and/or complaint immediately to the Executive Director.

3. The Authority will investigate every reported incident immediately. Any employee, supervisor or agent of the Authority who has been found to have sexually or unlawfully harassed another employee may be subject to appropriate disciplinary action, up to and including immediate discharge. The complainant may be informed of the outcome of the investigation.

4. The Authority will conduct all investigations in a discreet manner. All complaints will be considered confidential and disclosure will be limited to those with a need to know in order to investigate the complaint. We recognize that every investigation requires a determination based on all of the facts in the matter.

5. Any employee, including the complaining employee, who participates in good faith in any investigation under this policy has our assurance that no reprisals will be taken as a result of a complaint of sexual or unlawful harassment. It is our policy to encourage the reporting of complaints to help protect others from being subjected to similar inappropriate behavior.

WORKPLACE VIOLENCE STATEMENT – ARTICLE 46

The Authority has a strong commitment to ensuring a safe workplace for all employees. The Authority will not tolerate violent or threatening behavior by any employee, resident, participant or visitor. Any employee who feels that there has been, or that there is the potential for, an incident of violence in the workplace or on any Authority property, is encouraged to report the incident immediately to the Business Administration Coordinator, the employee's immediate

supervisor, department head or any member of management, in accordance with the reporting procedure outlined in Article 45 above. In emergency situations, employees should immediately dial 911.

Violence in the workplace includes, but is not limited to, physical assault, destruction of property, harassment, intimidation, threats of harm or to endanger safety, threats to destroy property, robbery, suicide, and murder. Therefore, in keeping with the Authority's Harassment Policies and various work rules established by the Authority from time to time, engaging in or aiding someone to engage in any type of violence, harassing or threatening conduct while on Authority property, while conducting Authority business, while using Authority equipment or property, or while acting as a representative of the Authority, is prohibited.

Employees must also follow all security-related procedures implemented by the Authority to protect the safety and security of its residents, employees and visitors.

JOB DESCRIPTIONS – ARTICLE 47

Job descriptions for the job titles referenced in the Maintenance Wage Schedule - Article 42 are attached to this agreement as Addendums 1- 10. Management reserves the sole right to amend, with the approval of the Executive Director, any above-reference job descriptions or to create job descriptions of any new position. In the event that any job description is amended or new position is created by the Authority, the Authority shall give the Union advance notice and the opportunity to bargain the impact prior to implementation. New job descriptions developed as a result of this procedure shall be attached to the agreement as an addendum.

INFORMATION SYSTEM POLICY – ARTICLE 48

The Union agrees to abide by the MHRA Information System Policy and Social Media Policy.

SOCIAL MEDIA POLICY – ARTICLE 49

The Union agrees to abide by the MHRA Social Media Policy.

TERM OF AGREEMENT - ARTICLE 50

This Agreement shall govern the rights of the parties from October 1, 2016 until September 30, 2019. It shall automatically be extended for successive one-year periods unless either party shall give the other written notice of its desire to negotiate a new Agreement at least one hundred and twenty (120) days prior to September 30, 2019. Negotiations shall begin as promptly as possible following notification of a party's desire to negotiate a new Agreement.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed by its Executive Director thereunto duly authorized as of the day and year first above written and the Union has caused this instrument to be signed by its Chairman and the Council representative, thereunto duly authorized as of the day and year first written.

MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY

Signed in Presence Of:

Michael Desmond

By: Its Executive Director
Dick Dunfey

7-29-16
Date

LOCAL 298, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

Harold Galeshe
By: Its Chairman

Eric Fischer
By: Negotiating Team Member

Chris Cogan
By: Negotiating Team Member

By: Its Council Representative

07/29/16
Date