

**COLLECTIVE  
BARGAINING  
AGREEMENT BETWEEN**

**WILLIMANTIC HOUSING  
AUTHORITY  
AND  
MUNICIPAL EMPLOYEES  
UNION INDEPENDENT,  
LOCAL 506, SEIU, AFL-CIO**

**JULY 1, 2019 - JUNE 30, 2021**

## PREAMBLE

This agreement is made and entered into on the 30th day of September, 2019, by and between the HOUSING AUTHORITY OF THE CITY OF WILLIMANTIC (hereinafter referred to as the "WHA"), and the MUNICIPAL EMPLOYEES UNION INDEPENDENT (hereinafter referred to as the "Union").

## ARTICLE I Recognition

### *Section One.*

The WHA recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all employees specified in certification by the Connecticut State Board of Labor Relations.

### *Section Two.*

If the WHA creates any new job classification(s) which might be included in the bargaining unit during the life of this Agreement, it shall notify the Union in writing.

### *Section Three.*

The terms and provisions of this Agreement shall be binding upon the employer, the Union, and each employee in the bargaining unit described herein. When the word "Employer" is used in this Agreement, it shall mean the Willimantic Housing Authority. When the word "Executive Director" is used, it shall mean the Executive Director or his/her designee. When the word "Union" is used, it shall mean the Municipal Employees Union Independent, Local 506, SEIU, AFL-CIO. When the word "employee" is used, it shall mean an employee in the bargaining unit.

## ARTICLE 2 Union Security and Rights

### *Section One.*

Upon receipt of a signed authorization form from the employee involved, the WHA agrees to deduct from the pay of the said employee such membership dues as may be fixed by the Union. Such deductions shall continue unless otherwise revoked in writing.

### *Section Two.*

The WHA agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

### *Section Three.*

The Union shall supply the WHA with written notice at least thirty (30) days before the effective date of any change in rates of dues. In addition, the Union shall furnish the WHA with a statement signed by the employee authorizing the WHA to make membership dues deductions.

### *Section Four.*

The deduction of Union dues shall be made on no less than a monthly basis and shall be remitted to the Financial Officer of the Union. The monthly dues remittances to the Union shall be accompanied by a list of names of those employees whose deductions have been made.

*Section Five.*

No payroll deduction of dues shall be made from workers' compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deductions be made from the subsequent payrolls to cover the period in question (non-retroactive).

*Section Six.*

The Union agrees to indemnify and hold the WHA harmless against any and all claims, demands, suits or other liability arising out of or by reason of action taken by the WHA for complying with the provisions of this Article.

*Section Seven.*

The WHA will grant paid release time for the purposes of attending the Union Convention and/or Steward Training Program(s). Up to 4 days (in aggregate of the bargaining unit) per contract year shall be allocated for this purpose.

*Section Eight.*

The WHA shall provide each employee with a copy of the contract within thirty (30) days after the signing of the Agreement. The WHA shall provide each new employee with a copy of the contract when s/he is hired.

ARTICLE 3  
WHA Rights and Responsibilities

Unless expressly and specifically limited, modified, abridged, or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the WHA pursuant to any charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulations with respect to the bargaining unit employees, shall remain vested solely and exclusively in the WHA, including, but not limited to the following: determine the standards of services offered by the WHA to employees; determine the standards of selection for WHA employment; direct its employees; take disciplinary action for just cause; hire, assign, transfer, or promote its employees, and relieve its employees from duty because of lack of work; issue and enforce reasonable rules and regulations and from time to time change them; maintain the efficiency of agency operations; determine work schedules and business hours; determine the methods, and means by which the WHA's operations are to be conducted, determine the content of the job classifications; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its responsibilities to the citizens of Windham. WHA further retains all other rights and prerogatives including those exercised unilaterally in the past, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement. All of the above rights, responsibilities and prerogatives are inherent in the Board of Commissioners and the Executive Director, and may not be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE 4  
No Discrimination

*Section One.*

The parties agree that neither shall discriminate against any employee on the basis of race, color, religious creed or lack thereof, sex, age, national origin, ancestry, marital status, physical/mental disability, sexual orientation, or lawful and/or non-violent political activity.

*Section Two.*

The parties agree that neither shall discriminate against an employee based on membership, non-membership, or lawful activity on behalf of the Union.

*Section Three.*

No employee shall be coerced, intimidated or suffer any reprisal from the WHA or the Union, either directly or indirectly, as a result of exercising any of her/his rights under this Agreement.

ARTICLE 5  
Seniority

*Section One.*

Seniority shall be defined as preferred status for specific purposes based on an employee's total length of continuous service with the WHA.

*Section Two.*

As set forth herein, seniority shall be used for: vacation preference, preference for promotion and transfer of equally qualified employees, layoff and recall, and in all other matters where consideration of seniority may be considered a factor.

*Section Three*

(a). Seniority shall not be broken by vacation, sick time, job related injuries (provided the employee returns to work), layoff, authorized leaves of absence, suspension, or any mandatory call to military service,

(b). Absence from work due to incarceration for criminal activity, or inability to perform job duties due to legal restrictions (Example loss of driver's license where possession of same is a job requirement), is not considered to be an authorize leave of absence or suspension, and will result in loss of seniority for the duration of the absence, if over two weeks in duration.

*Section Four.*

A seniority list shall be maintained by the employer and a copy shall be provided to the Union in January of each year.

*Section Five.*

Effective July 1, 2010, Temporary, Part-Time, or Seasonal Employees performing bargaining unit work shall have their original date of employment become, not their bargaining unit start date, used when calculating an employee's total length of continuous service, so long as

their employment was continuous, at the conclusion of their probationary period.

## ARTICLE 6 Probationary Period

### *Section One.*

New employees shall serve a probationary period of one hundred and twenty (120) working days of employment during which time they shall attain neither seniority nor other rights under this Agreement, with the exception of leave as described in Section four below; and such probationary employees may be terminated at the sole discretion of the WHA. During her/his probationary period, neither the new employee nor the Union on her/his behalf, or any other party on her/his behalf, shall have recourse to the grievance or arbitration provisions of the Agreement. Upon satisfactory completion of the employee's probationary period, seniority shall date back to the original date of employment.

### *Section Two.*

Employees receiving a promotion shall serve a trial period of sixty (60) working days in the new position. Should an employee fail to satisfactorily perform the work or voluntarily request to be relieved from the position, the employee will be returned to her/his original job if it is available, and if not, s/he shall be placed on the recall list.

### *Section Three.*

Employees will be hired at a rate equal to a 5% reduction in pay from the rate stated on the salary schedule. Upon completion of their probationary period they will be paid at the appropriate rate stated in the salary schedule.

### *Section Four.*

Probationary employees shall accumulate leave balances on the same schedule as all other employees and are eligible to use them during their probationary period.

## ARTICLE 7 Vacancies

### *Section One.*

When a vacancy in the bargaining unit exists, the WHA shall post such vacancy for a period often (10) working days. Employees may make written application within such posting period. If there is an application of interest from among qualified WHA employees, then the vacancy shall be filled from the existing work force, if two or more bargaining unit members apply for a vacant position, the most senior employee shall be awarded the position, unless there is a significant difference in the qualifications and/or the work records of the employees being considered for the position.

### *Section Two.*

A bargaining unit applicant shall be notified that s/he has not been awarded the vacant position within one (1) working day of the selected applicant accepting the position.

At the request of the employee, the employer shall supply such employee with a written explanation of why s/he was not chosen for the position.

## ARTICLE 8 Transfers

### *Section One.*

If an employee voluntarily applies for a transfer to a vacant position, s/he shall be considered for the position in accordance with Article 7 (Vacancies) of this agreement.

### *Section Two.*

No involuntary transfer (except a disciplinary transfer) shall be made without first exhausting the voluntary transfer list. Exceptions may be made to meet exceptional operational needs. If an exception is made, the WHA shall provide the Union with a written explanation of the reasons for the exception.

When it becomes necessary to involuntarily transfer an employee, it shall be done in inverse order of seniority, by and within classifications.

Any bargaining unit member who is involuntarily transferred shall suffer no loss of pay or benefits, unless the transfer is for disciplinary reasons.

If a transfer is for disciplinary reasons, the employer shall so state in writing. No employee who has completed her/his probationary period shall be demoted, disciplinarily transferred, suspended, discharged, or otherwise disciplined except for just cause.

### *Section Three.*

No involuntary transfer (except a disciplinary transfer) shall be made without a discussion with the affected member a minimum of thirty (30) working days before the date the transfer shall go into effect. The thirty (30) working day minimum may be waived with agreement between the Employer and the employee.

### *Section Four.*

When a current employee is transferred/promoted/demoted, or a new employee is hired, all affected employees shall receive notification from the Executive Director. The Union steward shall receive written notification stating the effective date of the hire/transfer/promotion/demotion in order to allow for necessary preparations at least two weeks in advance, whenever possible.

## ARTICLE 9 Layoff and Recall

### *Section One.*

If a reduction in hours or layoff(s) become necessary, seniority, by and within classifications shall prevail in making the reduction(s) or layoff(s).

### *Section Two.*

At least three (3) weeks written notification shall be given to the affected employee(s) and the Union prior to any layoff(s) or reduction in hours.

### *Section Three.*

Whenever a recall of employees is required, the recall shall be made by and within

classifications, and in inverse order of layoff or reduction in hours. Employees shall retain recall rights for two (2) years following the effective date of layoff.

Notice of recall shall be sent to the last known address of the employee, return receipt requested. If the employee rejects the appointment offer or fails to respond within fifteen (15) working days of receipt, the employee shall forfeit the appointment and shall no longer be eligible for recall.

Any employee who has been laid off and is subsequently rehired within the recall period shall receive full credit for all accumulated sick and vacation leave, seniority, and step placement earned prior to the layoff, less any leave for which the employee has been "paid out" for at the time of layoff.

#### *Section Four.*

No new employee(s) shall be hired into a classification where a bargaining unit member is on layoff or while the hours of a bargaining unit member are reduced.

### ARTICLE 10 Hours of Work

#### *Section One.*

Employees shall be compensated for all hours worked.

#### *Section Two.*

For Maintainers:

The normal work schedule shall be forty (40) hours per week. The normal workweek for part-time and temporary employees shall be determined by the Executive Director. The normal workweek shall be five (5) days, Monday through Friday.

The normal workday shall be 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour for lunch from 12 p.m. to 12:30 p.m.

From July 1 through August 23 the normal workday shall modified to be 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for lunch from 11 p.m. to 11:30 p.m. This modification is optional for each employee.

Employees may eat lunch at their worksites if they so choose.

An employee with janitorial duties may be required to work "normal work hours" during evening or night hours so that facilities may be cleaned at low traffic times.

The hours of part-time and temporary employees shall be determined by the Executive Director.

Employees will be given two (2) weeks' notice of any change in the work schedule, except in emergency circumstances.

For Admin. Staff:

The normal work schedule shall be thirty-five (35) hours per week. The normal work schedule for part-time and temporary employees shall be determined by the Executive Director.

The normal workweek for all employees shall be five (5) days, Monday to Friday.

The normal workday for full-time administrative employees, excluding the employees working in the Social Service Department, shall be 8:30 a.m. to 4:30 p.m.

From July 1 through August 23 the normal workday shall modified to be 7:30 a.m. to 3:30

p.m. This modification shall also cover the employees working in the Social Service Department.

Staff sent on mail runs will be allowed 15 minutes to complete the duty, an explanation may be required for any run lasting more than 15 minutes.

All full-time administrative employees shall receive one (1) duty-free hour for lunch.

### *Section Three.*

Overtime. All overtime must be specifically approved in advance by the Executive Director. The WHA shall determine, based upon operational requirements, when overtime shall be worked. There shall be no pyramiding of overtime payments. It is understood that all regular leave, including sick and vacation leave, count as time worked for purposes of overtime.

For Maintainers:

For all hours worked in excess of eight (8) hours per day and/or forty (40) hours in each payroll workweek, an employee shall be compensated at the rate of time and one-half (1 1/2) his or her current hourly rate of pay. Employees may be required to perform overtime work.

For Admin. Staff:

For all hours worked in excess of seven (7) hours per day and/or thirty-five (35) hours in each work week, an employee shall be compensated at the rate of time and one-half (1 1/2) his or her current hourly rate of pay.

### *Section Four.*

For Maintainers:

Overtime Equalization: Overtime shall, within the demands of operational needs of the WHA, be distributed equally among the full-time members of the bargaining unit with similar duties. Said distribution shall be over a four (4) month period. When an employee refuses or is not available for overtime work, the hours offered shall be charged to the employee as if worked for equalization purposes. This shall not remove the WHA's ability to require overtime work when necessary. Volunteers for overtime work shall be solicited on a sign-up sheet before a mandatory overtime assignment is made. Overtime records shall be updated for accuracy on a monthly basis. The sign-up sheet and overtime equalization form shall be posted on the bulletin board within the maintenance building.

### *Section Five.*

For Maintainers:

Shoveling Snow: Employees may be called in to shovel snow. However, the hand shoveling of snow shall be rotated among available employees to minimize that burden on any individual. In addition, the WHA will make every effort to keep snow removal equipment maintained and in working order.

Standby Pay. The WHA may require employees to be on call for a seven (7) consecutive day period for work outside the normal workday. Employees so assigned shall be available for work during the on-call period. Effective July 1, 2019 employees on call shall receive an additional payment of one hundred forty (\$140.00) per seven (7) consecutive day period as standby pay. No employee shall consume alcoholic beverages while on call.

Call-In/Recall. An employee who is called into work during non-scheduled hours shall be paid from the time of the call, provided he or she arrives at the work station within a reasonable time after the call, and shall be guaranteed a minimum of two (2) hours pay at the applicable rate. This two (2) hour increment shall begin at the first (1st) call-in received during non-scheduled



hours. The two (2) hour period shall be measured from the time the call is received by the on-call worker, and if additional calls are received within the two (2) hour period, the duration of the time for which the worker shall be paid will be measured from the time of the first (1st) call. The eligible time for a second (2nd) call received within two (2) hours of a previous call will be the time from the receipt of the first (1st) call to the completion of the additional call(s) or two (2) hours, whichever is greater. The WHA may require the individual to perform work in addition to that which created the reason for the call-in, up to the amount of minimum payment. An employee who is required to report for work during non-scheduled hours by pre-arrangement shall be guaranteed a minimum of two (2) hours at the applicable rate and may be retained to do work as provided above. An employee shall not respond to any call received within two hours of his/her normal starting time unless it is an emergency situation.

*Section Six.*

An employee who is not on standby and is called into work during non-scheduled hours shall be paid time and one-half (1/2) at the applicable rate, in accordance with the Call-In/Recall language as specified in Article 7, Section 5, for all time worked from the time of responding to the call. An employee who is not on standby and is called into work during non-scheduled hours will not be eligible for Standby Pay, as specified in Article 7, Section 5.

*Section Seven.*

With the approval of the Executive Director, employees shall have the option of receiving compensatory time off in lieu of payment for required overtime, provided the time off is equivalent to the overtime pay. Compensatory time must be used by the employee within ninety (90) working days of its accumulation. If said compensatory time is not utilized in the required period, then the WHA shall compensate the employee for the same. Employees choosing voluntarily to work overtime on a given day in exchange for time off on a subsequent day, as a form of flex-time, shall receive compensatory time on a one for one basis with the overtime voluntarily worked. Such an exchange would be solely to accommodate the needs of the employee and shall never be proposed or required by management.

*Section Eight.*

Breaks: Each full time employee shall have (2) "on the clock" duty free breaks a day. Part time employees shall also be allowed two (2) breaks daily, unless they are scheduled to work less than six hours. In such cases the employee shall be allowed 1 daily break.

For Maintainers:

Breaks are to be taken from 10:00 a.m. to 10:15 a.m. and 2:45 p.m. to 3:00 p.m. Working areas shall not be left unattended during these breaks. These duty free breaks are the only permitted work breaks for the consumption of coffee, tea, etc. during the day. Except for coffee breaks, there is no eating on the job. Additional breaks for smoking are not allowed, and smoking is not permitted inside any Housing Authority property or Housing Authority owned vehicle or within 10 feet of any door to the Administration Building.

For Admin Staff:

Except for coffee breaks, there is no eating on the job. Additional breaks for smoking are not allowed, and smoking is not permitted inside any Housing Authority property or Housing Authority owned vehicle or within 10 feet of any door to the Administration Building. Breaks

shall not last longer than ten minutes.

*Section Nine.*

An employee may arrange with the Executive Director to deviate from her/his regularly scheduled workday in order to accommodate personal business that cannot be scheduled during non-working hours. (Ex. An employee may work through her/his regularly scheduled lunchtime and take that time at the end of the day to go to an appointment.)

*Section Ten.*

The Union recognizes that occasionally it may become necessary for a bargaining unit member to temporarily (5 or more consecutive working days) assume additional duties in a higher job classification, due to a vacancy or employee absence in the WHA.

When such a situation occurs, the Employer shall meet with the affected employee to clarify the nature of the aforementioned additional duties, the duration of the assignment, and a description of the additional duties. Any employee who is assigned additional duties in a higher job classification shall be paid for all time worked at duties in the higher classification at the same step that s/he is currently on, in the higher job classification. The number of hours paid under this clause will be documented on the employee's time card.

If an employee assumes additional duties in an equal or lower job classification, s/he shall not be denied overtime for time beyond his/her normal working hours spent performing said additional duties.

*Section Eleven.*

Any employee who has not reported to work on a day when the staff was released will not be eligible for compensatory time.

On occasion either the Administrative or Maintenance staff might be released from work due to adverse weather conditions while one or the other group remains at work. Typically, maintenance staff might be released from work due to very high temperatures in summer, while administrative staff continues to perform their duties in the air-conditioned office. In winter, when the Housing Authority offices are officially closed due to severe winter storms, the administrative staff may be released from work while the maintenance staff performs storm related job duties. Such occasions are rare and unpredictable and every effort will be made to assure parity regarding weather related time off between the two groups.

*Section Twelve.*

There will be no consumption of alcoholic beverages or use of illegal drugs during work hours and during lunch. Violation of this section will result in serious immediate disciplinary action. Serious immediate disciplinary action may consist of immediate dismissal or enrollment in an approved alcohol and/or drug treatment program, the choice to be determined at the discretion of the Executive Director.

Persons who appear to be impaired as a result of drug or alcohol consumption, may be required to submit to immediate drug or alcohol testing at the discretion of the Executive Director.

Smoking by any staff member is not permitted inside any Housing Authority property or Housing Authority owned vehicle.

*Section Thirteen.*

The Housing Authority will insure that all maintenance employees are equipped with boots, gloves and raingear to be used during inclement weather or when working in flooded basements, bathrooms, etc., as the need may arise. A place to keep said articles should be provided to each maintenance employee.

ARTICLE 11  
Holidays

*Section One.*

The following days in each year shall be observed as paid holidays for all employees:

|                        |                            |
|------------------------|----------------------------|
| New Year's Day         | Independence Day           |
| Presidents' Day        | Labor Day                  |
| Columbus Day           | Good Friday                |
| Veterans' Day          | Memorial Day               |
| Thanksgiving Day       | Day after Thanksgiving Day |
| Martin Luther King Day | Christmas Day              |

*Section Two.*

For paid holidays occurring on Saturday or Sunday, the day off shall be observed in accordance with state practice.

*Section Three.*

Employees shall not be required to work on any of the above-listed holidays on the day they are officially observed, except in an emergency. If an emergency occurs, any employee who works shall be paid overtime at one and one-half (1 1/2) her/his regular hourly rate or shall be given another day off to compensate for said holiday.

*Section Four.*

Employees who are called to work on Christmas or Thanksgiving Day shall receive double time pay, in addition to holiday pay, notwithstanding any other provision of this Agreement.

*Section Five.*

Whenever any of the above-listed holidays fall during an employee's paid vacation, such holiday shall not be charged against the employee's earned vacation time.

*Section Six.*

In order to qualify for holiday pay, an employee must work the scheduled workday immediately preceding and following the holiday, unless an employee: is on sick leave and has a verification of illness acceptable to the Executive Director, or has received prior approval for scheduled leave time. Failure to meet these requirements will result in forfeiture of holiday pay.

*Section Seven.*

Holiday pay is calculated based on the number of hours in an employee's normal workweek at the employee's regular straight time rate of pay.

ARTICLE 12  
Vacations

*Section One.*

Vacation leave shall be granted to full-time personnel according to the following schedule:

|   |                           |
|---|---------------------------|
| 1 <sup>st</sup> year                    | ten (10) working days     |
| 2 <sup>nd</sup> – 4 <sup>th</sup> years | fifteen (15) working days |
| 5 <sup>th</sup> year and up             | twenty (20) working days  |

All permanent part-time employees shall earn annual leave as described in this section on a prorated basis that shall be in proportion to the regular hours worked as a part-time employee during the six (6) months preceding her/his vacation time.

*Section Two.*

New employees shall become eligible for vacation leave after the successful completion the probationary period. To determine the number of vacation days an employee shall receive, each year shall be calculated using the employee's date of hire. (Ex: an employee who was hired on 7/1/99 will begin accruing 15 vacation days on 7/1/00, and will begin accruing 20 vacation days on 7/1/03 etc.)

New employees may be allowed to utilize sick and/or vacation leave appropriate to the amount of time worked during the probationary period, at the discretion of the Executive Director

*Section Three. Vacation Schedule*

An employee may request vacation leave at any time during the year, and the request shall be granted as long as agency needs permits.

A vacation schedule shall be posted by the Executive Director, or his designee, no later than *March 1*, of each year, Employees shall indicate their preference of vacation time no later than the last day of March of each year. Consistent with the operational need of the WHA and subject to approval by the Executive Director, seniority shall prevail in the selection of vacations. Employees who fail to sign the posted vacation schedule by the required time shall relinquish any right of seniority in selecting their vacations.

*Section Four.*

Unused vacation leave may be accumulated or carried over to a succeeding fiscal year, up to a maximum accumulation of forty (40) days.

Any employee who has accrued more than forty (40) days of vacation will have until the expiration of the contract (June 30, 2019) to use any vacation days above forty (40) days.

*Section Five.*

Vacation pay is equal to the employee's regular straight time rate of pay times the number of hours in the normal workweek.

*Section Six.*

In the event of retirement, termination or separation, accumulated vacation days shall be paid to the employee at her/his then current rate of pay. In the event of death, accumulated vacation

days shall be paid to the designated beneficiary of the employee or to the estate if there is no named beneficiary. The employee shall have the choice of being paid in one (1) lump sum payment, or in three (3) equal monthly payments, or in any other mutually agreed upon payment plan. The employer will provide a beneficiary designation form to new employees within one (1) week of hire.

## ARTICLE 13 Leave Provisions

### *Section One*

Upon the completion of the probationary period, each employee shall be entitled to paid sick leave that shall accrue at the rate of one and one-quarter (1 1/4) days per month. All sick leave shall be accrued as of the date of hire. Up to three (3) days a year of sick leave can be used as personal leave.

### *Section Two*

Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the WI-IA and as authorized by the WHA, but such accumulation of sick leave shall not be more than one hundred twenty (120) days. At the end of each fiscal year, the WHA shall compensate each employee for all unused sick time in excess of the one hundred and twenty (120) days that may be accumulated. The employee shall be paid at one-half (1/2) his/her normal daily rate for each unused sick day that exceeds the accumulated one hundred and twenty (120) days.

### *Section Three*

Sick leave shall not be considered a privilege which an employee may use at his or her discretion. The parties hereby agree that sick leave shall be allowed only in the event of actual illness or injury of an employee or of an immediate family member or person residing in the employee's household who requires care of the employee. Sick leave shall be allowed for lost time for medical, optical, or dental appointments during working hours which cannot be scheduled outside of working hours. Employees will endeavor to schedule such appointments outside of working hours.

### *Section Four*

If an employee is absent for more than three (3) consecutive working days and sick leave is claimed, the WHA shall have the right to require verification of illness or injury in the form of a physician's certificate. Such verification shall state the expected duration of the illness or the injury. Failure to provide such verification upon request shall be sufficient grounds for the WHA to deny sick leave payment.

### *Section Five*

Advances on unearned sick leave may be granted at the discretion of the Executive Director, not to exceed fifteen (15) days in a calendar year.

### *Section Six*

Leave without pay may be granted, not to exceed six (6) months in any one (1) calendar

year. If an employee is on unpaid leave for more than three (3) working days, the employee's seniority shall not be broken, however, the employee shall not accrue sick leave, annual leave or receive holiday pay while on such leave. The Executive Director must approve all requests for leave without pay.

#### *Section Seven*

For Maintainers: Any absence for which sick leave is claimed; notice must be given to the Supervisor no later than 7:40 a.m. except in extenuating circumstances.

For Administrative Staff: Any absence for which sick leave is claimed; notice must be given to the Supervisor before the start of normal working hours, except in extenuating circumstances.

Failure to give this notice may result in the employee not being paid for the day. Abuse of sick leave shall be considered as sufficient cause for disciplinary action.

#### *Section Eight*

Additionally, vacation days may be used as sick days, but only if the employee provides the Executive Director with a doctor's note immediately upon return to work.

All other use of vacation time must be approved by the executive director in writing at least forty-eight, 48 hours prior to use.

#### *Section Nine*

Funeral leave shall be granted as follows:

- a) Three (3) days in the event of a death of a spouse, child, parent or sibling.
- b) One (1) day in the event of the death of a grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, or any other relative domiciled in the employee's household.

The Executive Director may grant additional time off for funeral leave. If additional leave is granted, an employee shall choose if such time is deducted from her/his sick leave, personal leave, or vacation time.

#### *Section Ten*

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in their performance of his duties. Employees must immediately report to their supervisor all instances of injuries sustained on the job. WHA employees are covered by Workers' Compensation Insurance and are paid stated amounts due to injuries sustained on the job.

#### *Section Eleven*

Lost time under injury leave shall not be charged to vacation or sick leave accruals balance(s).

1. An employee on injury leave shall accrue sick time at the full rate for the first six (6) months they are on injury leave. After six (6) months, they will accrue one-half (1/2) day per month.
2. An employee on injury leave shall accrue paid vacation leave for only the first (1st) three (3) months they are on injury leave, unless they return to active employment

with the WHA. Upon return to active employment, an employee will be credited with vacation time based on the employee's rate of accrual allowed for by the contract. Under no circumstances will vacation exceed what the employee would have normally accrued in one (1) year of active employment.

Employees shall not be eligible for the following benefits while on injury leave: holiday pay; safety shoes; uniforms; jury duty leave; childbirth leave; disability leave (pregnancy); military service leave; bonus personal leave. Employees shall be eligible for other benefits while they are on injury leave. However, employees shall make the following arrangements to pay the Housing Authority their contribution for Medical Insurance and Retirement Plan.

Retirement: An employee on injury leave must provide the WHA proof of income for every pay period while on injury leave and provide the WHA with cash or money order representing the employees' retirement contribution portion in that pay period. The employee must do this within one (1) week of receiving the pay.

Medical Insurance: An employee on injury leave must pay the payroll clerk the percent employee contribution for coverage prior to monthly submission of the WHA's payment to the carrier. If the payment is not made then the WHA will immediately discontinue dependent coverage,

#### *Section Twelve*

Whenever an employee is absent from work as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the employee shall receive the worker's compensation payment and, at the election of the employee, a supplement so that the employee receives full pay, provided that in such cases the leave shall be charged to his/her annual or accumulated sick leave on a pro rata basis. Such period shall not exceed the compensable period for worker's compensation.

#### *Section Thirteen*

Any employee who leaves the services of the WHA to join the military forces of the United States of America, during time of war or other National Emergency, or who is inducted by the Selective Service shall be entitled to a leave of absence, accumulation of seniority and reemployment rights in accordance with applicable statutes.

#### *Section Fourteen*

An employee who becomes pregnant, becomes a father, or becomes the adoptive parent or legal guardian or stepparent of a child under seven (7) years of age who will be residing full-time with the employee may request parental leave. Parental leave may also be requested in situations involving a child over seven (7) years of age when the employee provides documentation of unusual circumstances and the amount of leave necessary to accomplish the adjustments.

The first five (5) days of parental leave are with pay and shall not be charged against sick, vacation or personal time. After five (5) days, the employee may use sick leave, annual leave, compensatory time, and leave without pay for a total period not to exceed 180 calendar days.

At the option of the employee, the leave may begin up to four (4) weeks prior to the birth or adoption. Parental leave may only be used within six (6) calendar months following a birth or adoption.

*Section Fifteen*

Employees shall be entitled to full pay at their base rate for absence due to jury duty. Payment for jury duty shall be without deduction from an employee's regular rate of pay.

*Section Sixteen*

When taking a Vacation day, Sick day, or any other paid non report day, other than Holidays, part-time employees shall be paid their regularly scheduled hours for that day.

*Section Seventeen*

Whenever an employee is absent on sick or injury leave, for a period exceeding 2 weeks, the employee will report anticipated return date to the Authority, either verbally or in writing, and status updates must be provided to the Authority upon request.

ARTICLE 14  
Resignations

*Section One.*

Written notice of resignation must be filed with the Executive Director at least two (2) weeks in advance of separation. This notice should include a statement of reasons for this action.

*Section Two.*

Each employee who resigns shall be entitled to be paid up to, and including the last day worked. In addition, each employee who resigns shall be paid in full for any vacation which is due at the date of termination but which has not been taken, and an employee will be paid one half (1/2) of his current regular daily salary for each day of accrued sick leave to his/her credit.

ARTICLE 15  
Wages

*Section One*

Effective every year on July 1, the salary schedule and all employees shall receive a general wage increase in the amount of the annual percentage increase in the Consumer Price Index (all urban consumers) as of May of that year. This increase shall be adjusted, if necessary, to meet a minimum increase of 2.5% or a maximum increase of 4.5%.

The Authority will provide all employees with an updated salary schedule by July 1 of each year.

All retroactive pay will be in a separate check.

*Section Two*

An employee who is moved to a different class or grade that has a higher maximum rate of pay, shall be paid at the lowest rate which produces an increase of at least five percent (5%).

An employee who is permanently moved from a class or grade to a different class or grade which has a lower maximum rate of pay will be paid at the highest rate in the lowest class or grade which is closest to his or her current rate of pay.



*Section Three*

The WHA shall take all reasonable steps to have employee paychecks available before 12:00 noon on Thursdays.

*Section Four*

Employees hired after July 1, 2016 are not eligible for longevity pay.

Employees with ten (10) through fourteen (14) years experience for the housing authority shall receive an additional twenty-five cents (\$0.25) per hour longevity pay over the wage scale in article 15 of this agreement.

Employees with fifteen (15) through nineteen (19) years experience for the housing authority shall receive an additional fifty cents (\$0.50) per hour longevity pay over the wage scale in article 15 of this agreement.

Employees with twenty (20) or more years experience for the housing authority shall receive an additional seventy-five cents (\$0.75) per hour longevity pay over the wage scale in article 15 of this agreement.

It is understood that these longevity pay increases are not "stacked" but are "over the wage scale in article 15 of this agreement". For example, if the wage scale for a particular class of employee was \$15.00 per hour, all other considerations aside, a person with 10 through 14 years of experience would receive \$15.25 per hour, a person with 15 through 19 years of service would receive \$15.50 per hour, and a person with more than 20 years of experience would receive \$15.75 per hour.

*Section Five*

Employees who have completed their probationary period shall be eligible for a one-half of a percentage (0.5%) wage increase for scoring eighty percent (80%) or above on their annual evaluation with an additional one-quarter percent (0.25%) wage increase for scoring ninety (90%) or above on their annual evaluation. These annual merit increases and accompanying evaluation scores are not subject to the grievance and arbitration provisions of the collective bargaining agreement. However, any employee wishing to "appeal" their evaluation score may request a meeting with the Executive Director to discuss the evaluation.

ARTICLE 16  
Insurance and Pension

*Section One*

For the period of July 1, 2016 to July 31, 2016, the WHA will provide and pay the full cost in effect upon such dates for the group health insurance currently in place for all regular employees who have completed their probationary period and eighty (80%) percent for their dependents. There is no cost share on the prescription drug benefit plan. Effective August 1, 2016 the group health plan provided to all eligible WHA employees will be the Anthem BC/BS Gold Century Preferred PPO as summarized in Appendix A.

The premium cost share for employees shall be as follows:

Individual:

3% - 2016 - 2017

5% - 2017 - 2018

7% - 2018 - 2019

Dependents:

22%

*Section Two*

The current Retirement Plan remains in effect and is available upon request. Service time is defined in the retirement plan and is not necessarily equal to an employee's seniority or length of service with the Housing Authority.

*Section Three*

The WHA shall have the right at any time to change insurance carriers so long as substantially equivalent coverage is maintained.

*Section Four*

All references in this Agreement to types of benefits are solely for the purpose of description and identification and in all cases, the terms and provisions of the insurance policies themselves shall govern any claim.

*Section Five*

For each employee who elects insurance benefits, the Housing Authority will reimburse the employee for contributions towards the employee's annual deductible through a Health Reimbursement Account (HRA), up to the maximum of \$500 of the employee's annual deductible on individual coverage, and \$1500 on family coverage.

*Section Six*

Any employee eligible for health insurance benefits may waive all health insurance coverage provided by the Housing Authority as of July 1 each year and receive up to 25% of the total premium for waiving individual coverage, two person, or family coverage. The exact amount an employee receives shall not exceed the premium and/or deductible costs under their alternate coverage. Employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the Housing Authority each year.

*Section Seven*

Employees who retire after July 1, 1999, are eligible to enroll in the above-described insurance plan at no cost to the WHA. Retired employees are eligible to buy into the above-described insurance plan at the same rate available to individuals who currently receive continuing health insurance coverage pursuant to the WHA's COBRA plan. Retired employees shall be eligible to participate in the above-described insurance plan until they reach their Medicare eligibility rate. At such time, eligibility to participate in the above-described insurance plan shall cease. The parties agree that if any part of this section becomes invalid due to changes in

the law, a contract addendum with as little modification as possible to remain enforceable shall be negotiated.

*Section 8*

Employees will be eligible for a \$15,000 life insurance benefit provided by the Housing Authority,

ARTICLE 17  
Grievance Procedure

*Section One.*

A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this agreement. A grievance must be filed, in writing, within fifteen (15) working days of the event giving rise to the grievance or within fifteen (15) working days of the grievant becoming aware of the event. The grievance must set forth the specific section(s) of the contract alleged to have been violated and the relief requested. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues that may arise from time to time with respect to the provisions of this Agreement.

*Section Two.*

- Step 1. Present a written statement of the grievance to the Supervisor. The supervisor shall meet with the Union representative and the grievant and issue a written response within seven (7) working days.
- Step 2. When the answer at Step I does not resolve the grievance, the grievance shall be submitted to the Executive Director by the Union representative or the grievant within ten (10) working days of the previous response. Within ten (10) working days of the receipt of the grievance, the Executive Director shall meet with the Union representative and the grievant and shall issue a decision within ten (10) working days following such meeting.
- Step 3. In the event that the parties are unable to settle the grievance as outlined above, it may be submitted, by the Union, to arbitration under the rules of the Connecticut State Board of Mediation and Arbitration. The request for arbitration must be in writing and filed with the State Board of Mediation and Arbitration no later than fifteen (15) working days after the written answer of the Executive Director in Step Two is received by the Union representative.

*Section Three.*

The arbitrator designated shall hear and decide only one (1) grievance in each case. The award shall be final and binding as provided by law, but the arbitrator shall have no power to add to, subtract from, or modify in any way the provisions of this collective bargaining agreement. The fee and expenses of the arbitrator shall be borne equally by the parties.

If, after receipt of the arbitrator's award, either party wish to further pursue the grievance, either through legal action, through additional hearings before any State or Federal Board, Commission or Agency, or by any other means, the party intending to pursue the grievance will notify the other party of this intention, in writing, within fifteen (15) calendar days of the receipt of the arbitrator's award.. Failure to provide such notification will indicate acceptance of the arbitrator's award by both parties. In such a case, neither the WHA nor the Union will take any

further action on the grievance other than to implement the arbitrator's award, if necessary.

*Section Four.*

Any grievance not taken to a higher step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the WHA and shall not be subject to further processing. However, any of the above time limits, except the initial filing period, may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.

*Section Five.*

Representatives or Stewards of the Union shall be designated by the Union for the purpose of adjudicating grievances. These individuals so designated by the Union may file general or "institutional" grievances when an issue applies to more than two (2) members of the bargaining unit. The WHA and the Union will mutually agree upon the number of such Union representatives who shall participate in the grievance procedure. The WHA may require that grievances be processed during the working hours. When it is so required, employees shall not suffer loss of pay or benefits.

*Section Six.*

A grievance shall commence at Step 1 of the grievance procedure except when the grievance is regarding suspension, disciplinary demotion, and/or termination, and then the grievance shall commence at Step 2.

*Section Seven.*

At each step in the Grievance Procedure beyond Step One, the Board of Commissioners of the Willimantic Housing Authority will be kept fully informed of all proceedings and receive copies of all documents, including grievance forms and responses thereto. Receipt of these documents will be recorded in the Minutes of the Board Meeting immediately following the receipt of the document (s). Documents will be identified in the Minutes by Union Grievance Number.

ARTICLE 18  
Discipline

*Section One.*

No employee shall receive a disciplinary demotion, be suspended, discharged, or otherwise disciplined except for just cause.

*Section Two.*

Progressive disciplinary procedures shall be followed. Such discipline may include verbal counseling, written warning, suspension, or dismissal.

*Section Three.*

All disciplinary actions may be appealed through the established grievance procedure.

ARTICLE 19  
PERSONNEL RECORDS

*Section One.*

No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has signed such material. An employee's signature on such material only acknowledges receipt of a copy of the material. Failure to sign such material may lead to further disciplinary action.

*Section Two.*

Each employee shall have the right to view her/his personnel file by appointment with the Executive Director or his designee provided that the employee shall exercise this right during the working hours of the WHA office.

ARTICLE 20  
MISCELLANEOUS

*Section One*

The WHA agrees to provide bulletin board space, which may be used by the Union for the following notices:

- 1 Notices of Union meetings.
- 2 Notices of Union elections and the results.
- 3 Notices of Union social and recreational events.
- 4 Notices of Union news and information only and not for derogatory or inflammatory purposes.

*Section Two*

The WHA shall, upon request, give one (1) copy of this Agreement to each present employee, and to new employees when hired,

*Section Three*

The WHA and the Union agree to abide by all relevant statutes and appropriate administrative regulations that pertain to matters of employee safety and health.

*Section Four*

All copies of new written working rules and written directives of the WHA affecting the working conditions of the employees of the bargaining unit shall be provided to the Union by the WHA.

*Section Five*

Employees who successfully complete (pass) job-related classes held outside of working hours shall be reimbursed by the WHA for tuition, subject to the Executive Director's pre-approval of the class. The Executive Director's approval shall not be unreasonably withheld. In general, compensation shall not exceed the cost of one, three-credit course at the University of Connecticut per semester.

*Section Six*

Employees may submit suggestions for in-service trainings on work-related issues (ex. Computer training, health and safety, etc.) to the Executive Director. Based on employee suggestions, the Executive Director will provide in-service training (or allow employees to attend work-related conferences, seminars, etc.) at least twice a year. If no employee suggestions are submitted to the Executive Director, the WHA will not be responsible for providing bi-annual training. For purposes of this section, "year" shall be defined as a calendar year.

*Section Seven*

One day per year, and/or upon request of the insurance carrier, and/or upon hire, all maintenance employees who utilize Housing Authority vehicles agree to allow the Housing Authority to review their Department of Motor Vehicle record. Employees required to use their personal vehicle in the performance of the job will be reimbursed at the applicable IRS rate.

*Section Eight*

The WHA shall provide each maintenance employee with up to two hundred fifty (\$250.00) dollars annually for supplies and equipment to be used on the job (i.e. boots, pants, weather gear, tools, etc.).

*Section Nine*

The Willimantic Housing Authority shall provide names and addresses of former Union members when requested to do so by the Union for legitimate Union business purposes.

ARTICLE 21

Prior Benefits and Practices

Any job benefits or work practices existing prior to the date of this Agreement, which were the subject of any written memoranda or directives issued by the Executive Director and which are not specifically provided for or abridged in this Agreement, are hereby protected by this contract. This provision shall not preclude the right of the Executive Director to make reasonable changes in such work practices and job benefits, provided that no such change shall be made for the purpose of undermining the Union.

ARTICLE 22

Savings Clause

*Section One*

This contract constitutes the entire Agreement between the WHA and the Union and fully settles any and all demands and issues for the term of the contract with respect to any and all matters subject to negotiation.

*Section Two*

The WHA and the Union agree that if any provision of this Agreement is determined to be unlawful by a court or legal agency of competent jurisdiction or by legislative enactment, the remaining provisions shall remain in effect consistent with prevailing principles of contract interpretation and the parties will negotiate concerning said provision or issue.

ARTICLE 23  
No Strike

*Section One.*

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union and the employees theretofore expressly agree that there shall be no concerted interference of these services for any cause whatsoever by the employees, nor shall there be any concerted failure by the employees to report to duty, absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union and the employees further agree that there shall be no strikes, slowdowns, sit-downs, stay-ins, mass resignations, stoppage of work or any concerted acts, activities or similar forms of conduct that interfere in any manner or to any degree with the operations of the WHA.

*Section Two.*

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to any or all employees participating, and/or of exercise of any legal right or remedy as to the Union, and/or cancellation of this Agreement by the WHA,

*Section Three.*

The WHA agrees that during the life of this Agreement there shall be no lockout.

ARTICLE 24  
DURATION

*Section One*

The provisions of this Agreement shall be effective retroactively when specifically so provided and shall continue to remain in full force and effect up to and including June 30, 2021.

*Section Two*

This Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing by certified or registered mail at least one hundred and fifty (150) days prior to the termination date (or, if renewed, the anniversary date) that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than one hundred and twenty (120) days prior to the termination or anniversary date.

Agreed and signed by the undersigned parties:

Kim Haddad  
For WHA  
9/12/2019  
Date

[Signature]  
For MEUI  
9-11-19  
Date

## SALARY APPENDIX

|                              | Starting Hourly Rate | Top Rate of Position |
|------------------------------|----------------------|----------------------|
| Account Clerk                | \$21.73              | \$28.54              |
| Custodian                    | \$17.78              | \$24.28              |
| Housing Specialist           | \$24.06              | \$31.62              |
| Leasing Clerk                | \$21.90              | \$28.78              |
| Maintainer                   | \$22.52              | \$27.15              |
| Maintenance Foreman          | \$27.07              | \$35.73              |
| Maintenance Mechanic         | \$27.77              | \$32.75              |
| Office Clerk                 | \$19.79              | \$26.27              |
| Resident Service Coordinator | \$25.10              | \$32.24              |
| Section 8 Inspector          | \$22.29              | \$29.29              |
| Section 8 Specialist         | \$24.06              | \$31.62              |
| Senior Leasing Clerk         | \$24.06              | \$31.62              |
| Skilled Maintainer           | \$25.31              | \$30.02              |
| Tenant Relations Officer     | \$23.20              | \$30.49              |

\*\* For the duration of this contract the parties agree that in lieu of Article 15, Section 1, the salary appendix shall increase by 3.0% each July 1. This shall set no precedence for future negotiations.



SALARY APPENDIX - FYE 6/30/2022

|                              | Starting Hourly Rate | Top Rate of the Position |
|------------------------------|----------------------|--------------------------|
| Account Clerk                | \$ 22.76             | \$ 29.90                 |
| Custodian                    | \$ 18.62             | \$ 25.44                 |
| Housing Specialist           | \$ 25.20             | \$ 33.13                 |
| Leasing Clerk*               | \$ 22.94             | \$ 30.15                 |
| Maintainer                   | \$ 23.59             | \$ 28.44                 |
| Maintenance Foreman          | \$ 28.35             | \$ 37.43                 |
| Maintenance Mechanic         | \$ 29.09             | \$ 34.31                 |
| Office Clerk                 | \$ 20.73             | \$ 27.52                 |
| Resident Service Coordinator | \$ 26.29             | \$ 33.78                 |
| Section 8 Inspector          | \$ 23.35             | \$ 30.70                 |
| Section 8 Specialist         | \$ 25.20             | \$ 33.13                 |
| Senior Leasing Clerk*        | \$ 25.20             | \$ 33.13                 |
| Skilled Maintainer           | \$ 26.51             | \$ 31.45                 |
| Tenant Relations Officer     | \$ 24.31             | \$ 31.94                 |

\*\* For the duration of this contract the parties agree that in lieu of Article 15, Section 1, the salary appendix shall increase by 1.7% July 1, 2022. This shall set no precedence for further negotiations.

For Employees receiving a 80% or higher on annual review, they will receive an additional 0.25% For Employees receiving a 90% or higher on annual review, they will receive an additional 0.50% Employees are not eligible to receive both annual review increases and only up until the maximum top rate of the position.

*Kim Haddock*  
6/14/2021

*Chris Davis*