

AGREEMENT



Between



The Akron
Metropolitan
Housing Authority

and

Ohio Council 8 of the
American Federation of
State, County, and Municipal
Employees and Local No. 3707

Effective October 1, 2000 - September 30, 2003

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80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE/PURPOSE	3
ARTICLE 1. MANAGEMENT RIGHTS	3
ARTICLE 2. RECOGNITION	4
ARTICLE 3. UNION SECURITY	6
ARTICLE 4. UNION REPRESENTATION AND STEWARDS	7
ARTICLE 5. STRIKES, WORK STOPPAGES AND LOCKOUTS	11
ARTICLE 6. NON-DISCRIMINATION	11
ARTICLE 7. GRIEVANCE PROCEDURE AND ARBITRATION	11
ARTICLE 8. SENIORITY	14
ARTICLE 9. PROBATIONARY PERIODS	16
ARTICLE 10. WORK RULES	16
ARTICLE 11. JOB DESCRIPTIONS	17
ARTICLE 12. CORRECTIVE ACTION PROCEDURE	17
ARTICLE 13. HOURS OF WORK AND OVERTIME	19
ARTICLE 14. PROMOTIONS AND TRANSFERS	21
ARTICLE 15. HOLIDAYS	24
ARTICLE 16. VACATIONS	25
ARTICLE 17. SICK LEAVE	28
ARTICLE 18. LEAVE OF ABSENCE	32
ARTICLE 19. COURT APPEARANCES	34

TABLE OF CONTENTS - *Continued*

	<u>PAGE</u>
ARTICLE 20 MILITARY LEAVE	34
ARTICLE 21 LAYOFF AND RECALL	34
ARTICLE 22 WAGES	36
ARTICLE 23 INSURANCE	37
ARTICLE 24 BULLETIN BOARDS	37
ARTICLE 25 LEGALITY	38
ARTICLE 26 EMERGENCY WEATHER	38
ARTICLE 27 SAFETY COMMITTEE	39
ARTICLE 28 HARASSMENT	39
ARTICLE 29 ENTIRE AGREEMENT	39
ARTICLE 30 DURATION	39
MEMORANDUM OF UNDERSTANDING #1	41
MEMORANDUM OF UNDERSTANDING #2	42
ADDENDUM #1	44
EXHIBIT A	46
EXHIBIT B	47
EXHIBIT C	48-49
EXHIBIT D	50
EXHIBIT E	51
EXHIBIT F	52
EXHIBIT G	53

PREAMBLE/PURPOSE

Section 1. The Akron Metropolitan Housing Authority having its place of business at Akron, Ohio, hereinafter referred to as AMHA, and Ohio Council 8 of the American Federation of State, County and Municipal Employees, and Local No. 3707, hereinafter referred to as the UNION, representing employees as hereinafter defined in Akron, Ohio and various locations throughout Summit County, Ohio.

Section 2. It is the intent and purpose of this Agreement to:

- a) Set forth all rights, benefits, wages, hours and other terms and conditions of employment for Bargaining Unit employees;
- b) Provide for orderly, harmonious, and cooperative employee relations in the interest not only of the AMHA and UNION, but of the citizens of Summit County;
- c) Strive for efficiency, responsibility and economy in the accomplishment of the duties and functions assigned to the Authority.
- d) Provide for the peaceful and equitable adjustment of differences which may arise.

ARTICLE 1. MANAGEMENT RIGHTS

Section 1. The AMHA retains all management rights and functions it possessed prior to entering into this Agreement with the UNION; nothing in this Agreement shall be construed to limit AMHA in any way in the exercise of the regular and customary functions of management and the operation of the Authority, except as may be specifically abridged, relinquished, or modified herein by an express provision of this Agreement. It is understood that such management rights includes, but are not limited to, the following:

- a) The right to hire new employees and to direct the working force.
- b) To promote, demote, suspend, discipline, discharge for just cause, transfer or layoff employees because of lack of work or funding.
- c) Schedule the daily hours of work at the job sites which hours may be required to be changed from time to time.
- d) To establish, modify, consolidate, or abolish jobs (or classifications) and to determine staffing; including, but not limited to, assignment of employees, number employed, duties to be performed, and qualifications required in areas worked.
- e) AMHA maintains the right to subcontract work customarily and traditionally performed by unit employees and to subcontract other work to the extent that business exigencies

may require when such work cannot be practically or economically performed by unit employees; provided, however, such subcontracting shall not be done for the purpose of shrinking the Bargaining Unit or evading the contract.

Section 2. The UNION recognizes and agrees that each employee must put forth a fair effort and perform as efficiently as possible and cooperate with AMHA efforts to assure a fair day's work. The UNION further agrees it will support the AMHA in improving productivity, eliminating waste, conserving materials and supplies, improving the quality of workmanship, and strengthening good will between the AMHA and the employees.

ARTICLE 2 **RECOGNITION**

Section 1. The AMHA recognizes the UNION as the sole and exclusive Bargaining Representative with regard to wages, hours, and any and all terms and conditions of employment for the Bargaining Unit as certified by the State Employment Relations Board.

Section 2.

INCLUSIONS: All clerical, technical and service employees including:

Account Clerk I and II, Account Specialist, Central Control Clerk, Certification Specialist I and II, Clerical Assistant, Computer Operator, Construction Coordinator, Courier, Data Control Clerk, Data Entry Clerk, Housing Inspector I and II, Section 8 - Housing Management Assistant, Housing Representative, Management Aide, Management Assistant - Section 8, Occupancy Clerk, Office Supply Clerk, Payroll Coordinator, Program Specialist, Purchasing Clerk, Receptionist, Records Clerk I and II, Secretary I, Secretary II, Typist, and Client Services Representative, Specification Writer, Labor Compliance Specialist.

EXCLUSIONS: All management-level employees, professional employees, confidential employees, students, seasonal employees, casual employees and supervisors as defined in the Code, and all employees represented by an employee organization in another unit, including:

Assistant Manager Scattered Sites, Accounts Payable Supervisor, Computer Operations Supervisor, Construction Director, Engineering Supervisor, Contracting Officer, Deputy Director, Executive Director, Finance Director, Employee Relations Director, Financial Analyst, General Accountant/Internal Auditor, Housing Management Director, Housing Manager, Housing Rehabilitation Specialist, Human Services Counselor, Human Services Director, Information Systems Manager, Inventory Manager, Inventory Supervisor, Legal Counsel, Maintenance Foreman, Occupancy Manager, Occupancy Specialist, Purchasing Manager, Purchasing Supervisor, Research and Compliance Specialist, Safety and Security Manager, Scattered Sites Manager, Section 8 Director, Senior Systems Analyst, Staff Supervisor - Section 8, Tenant Accounting Supervisor, Warehouse Maintenance Manager, Human Services Program Supervisor, and the following confidential employees (one employee in each position):

Employee Benefits Coordinator, Executive Secretary, Legal Secretary, Secretary I in the Finance Office, Secretary I/Word Processor in the Director's Office, Secretary II in the Personnel Office and Secretary II in the Warehouse Maintenance Manager's Office.

Section 3. New Classifications

- a) The establishment of new job classifications and resulting job descriptions is the function and responsibility solely of the AMHA.

- b) The parties mutually agree that if AMHA establishes a new bargaining unit position then Article 11 will control as to how the wage rate and the classification for the position shall become a part of the wage agreement.

- c) If a new job classification is established as a non-bargaining unit position, AMHA will notify the Union of its intent to establish such new job classification ten (10) calendar days before it institutes such new job classification. The Union shall be able to negotiate whether the position should be a bargaining unit position for a period of sixty (60) days, unless extended by mutual agreement of the parties. If the parties cannot agree upon the proper placement in or out of the unit, the AMHA may establish the position and the Union may refer the matter to mediation pursuant to Section 4 of this Article.

- d) The AMHA has the right to establish new job classifications and will advise the Union in advance of any such changes. At the request of the Union, the parties agree to meet and discuss the changes. In the event of a dispute, the matter will be submitted to an advisory mediation hearing before Robert Stein or another mutually agreed upon mediator to be held within fourteen (14) calendar days of the submission. The mediator shall issue a bench decision or written decision within seven (7) calendar days of the hearing.

Section 4. Bargaining Unit Work

Employees who are excluded from the Bargaining Unit shall not perform work routinely performed by Bargaining Unit employees, except to assist, train, or help a unit employee, in emergencies, or as historically practiced in the past by the agency; performance of any unit work by an excluded employee, which is diminutive and does not harm a unit employee, shall not be considered a violation of this clause. Employees excluded from the Bargaining Unit shall not be used for the purposes of depleting and/or eroding the Bargaining Unit or to deny Bargaining Unit employees benefits as provided under this Agreement.

Section 5. Part-Time Employees

Part-time employees are those bargaining unit employees who are scheduled to work less than thirty-five (35) hours per week in positions designated as part-time positions. Part-time employees are subject to all provisions of this agreement, unless expressly excluded or modified in this section.

a) The parties agree that part-time employees shall not be used for the purpose of eroding the bargaining unit, and therefore, the AMHA shall not employ more than five (5) part-time employees at any one time.

b) Seniority shall accrue for part-time employees on the basis of paid status; pay for any part of a day equals a day of seniority for a part-time employee.

c) Vacations, sick leave and holidays are prorated for part-time employees by actual time worked.

d) Part-time employees shall not receive insurance benefits as described in Article 23, Insurance, Section 1, 2, 2(a), 2(b), and 2(c) of this agreement, but shall receive the benefits described in Article 23, Section 2(d). Newly hired part-time employees must first work the equivalent of one full-time year of service with the AMHA, which equals two thousand eighty (2,080) hours of work, before the AMHA will pay the employees' portion of the PERS contribution set forth in Article 23, Section 2(e) of this agreement.

ARTICLE 3. **UNION SECURITY**

Section 1. The employer agrees to deduct membership fees, initiation fees, if any, or an equivalent amount or fee, as certified by the UNION, on the basis of individually signed authorization cards.

Section 2. Such deductions shall be made from each bi-weekly pay, and the AMHA shall furnish the UNION together with its check for UNION deductions, an alphabetical list of all employees who have had deductions showing said deductions and the employee's Social Security number. Deductions shall commence in the month in which the AMHA receives such authorization card or in which said card becomes effective, whichever is later. The check for the deductions and checkoff list shall be forwarded to the Ohio Council 8 Comptroller no later than ten (10) days following deductions. A copy of the checkoff list shall also be forwarded to Ohio Council 8 Regional Office and the Local UNION within the same time period.

Section 3. The UNION shall indemnify and save the AMHA harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reasons of action taken or not taken by the AMHA in reliance upon said authorization card furnished to the AMHA by the UNION for the purpose of complying with this Article.

Section 4. Employees becoming members of the UNION shall remain members of the UNION for the duration of this Agreement unless promoted to a position in which UNION membership is not permitted, at which time UNION membership will be terminated on the effective date of the promotion. UNION members shall have thirty (30) to forty-five (45) days prior to the termination of this Agreement to submit "UNION dues" revocations by presenting notice to the treasurer of the UNION, who in turn will forward a copy of such dues revocation to the AMHA. The AMHA will not honor dues

deduction (checkoff) revocations, except during that period. Such notice shall be signed and dated by the employee.

Section 5. P.E.O.P.L.E Deductions

The employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the UNION, pursuant to the authorization card attached hereto as *Exhibit A*, no later than the tenth (10th) day following deductions. The Chapter Chairperson shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the UNION.

Section 6. "Fair Share Fee"

Effective upon the date that this contract is ratified by the parties, all employees in the Bargaining Unit who sixty (60) days from the date of hire are not members in good standing of the UNION, shall pay a fair-share fee to the UNION as a condition of employment. All employees hired prior to or after December 1, 1991, who do not become members in good standing of the UNION, shall pay a fair-share fee to the UNION effective sixty (60) days from employee's date of hire as a condition of employment. The fair-share fee shall be certified to the employer by the UNION. The employer agrees to deduct the fair-share fee in accordance with Section 4117.09 (c) of the Ohio Revised Code. The deduction of the fair-share fee from any earnings of the employee shall be automatic and does not require written authorization for payroll deduction. A separate alphabetical listing of all names of employees who are being deducted a fair-share fee shall be furnished to the UNION and Ohio Council 8 as provided under Article 3, Section 2. The employer shall notify each new employee at the time of hire of the right to join the UNION, or their obligation as a condition of employment to payment of the fair-share fee as indicated above.

The UNION shall indemnify and save AMHA harmless against any and all claims, damages, suits and other forms of liability that might arise out of action taken or not taken by the AMHA upon said authorization card furnished to the AMHA by the UNION or upon any notice furnished the AMHA by the UNION for purpose of complying with this Article.

**ARTICLE 4.
UNION REPRESENTATION AND STEWARDS**

Section 1. Employees selected or elected by the UNION to act as UNION representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration Procedure of this Agreement, shall be known as stewards and each steward shall have an alternate steward who shall be recognized and be permitted to act as steward only when the regular steward is absent from work.

Section 2.

Area 1	Warehouse, Scattered Sites and Wilbeth-Arlington (1 steward)
Area 2	Central Office (2 stewards)

Area 3 Developments (1 steward)

Any new or additional units not currently included under this Section shall be included in areas to be mutually agreed upon.

Section 3. Representation

Stewards shall represent all employees within the Bargaining Unit regardless of classification. Should the need arise to increase or decrease the number of stewards or to adjust the units of representation, the UNION and the AMHA shall meet in an attempt to resolve the matter in a mutually satisfactory manner.

In order to better inform and describe to Union Employees the nature of the relationship between AMHA and the Union for both the efficiency of the agency and best interests of the employees, the parties agree to the following:

- a) That as a combined Management/Union process all bargaining unit employees be oriented and provided a written description of Union literature;
- b) That bargaining unit employees be provided adequate time to discuss any issues which may arise during such orientation;
- c) That newly hired bargaining unit employees be mailed a written summary of Agency/Union benefits at the date of hire;
- d) That newly hired employees be provided at the date of hire with information on how to get any related questions answered;
- e) That this process be commenced as soon as possible and that orientation be held on a quarterly basis;
- f) That a contract book and Agency/Union benefit information be provided to Bargaining Unit Employees at orientation, or on starting of employment;
- g) That orientation be mandatory for all new Bargaining Unit Employees and all Bargaining Unit Employees hired within eighteen (18) months prior to the effective date of this agreement; and
- h) That a Bargaining Unit Representative be permitted to speak with Bargaining Unit Employees on their first day of employment.

Section 4. Notification

Prior to being recognized, the UNION will furnish the Executive Director or designee with a list of names in writing of all the UNION Stewards and alternate stewards and the areas for which they shall

function.

Section 5. Grievance Investigation

- a) The UNION President and Grievance Chairperson shall be permitted a reasonable amount of time, without loss of pay, to investigate and process advanced grievances referred to them; generally, advanced grievances shall mean grievances at the Step 3 level.
- b) UNION stewards shall be allowed up to two (2) hours per week, without loss of pay, to investigate grievances at the Step 2 level. UNION stewards shall have reasonable time without loss of pay to investigate and process Step #1 grievances and also to process grievances at Step 2.
- c) The UNION President, Grievance Chairperson and UNION stewards engaged in such UNION activity during working hours must inform their supervisor and receive permission before leaving their regular work area, and then inform their supervisor upon returning to work; such permission shall not be unreasonably withheld. Time spent for UNION activity or grievance handling shall be accounted for on AMHA Form #258, *Exhibit B*.
- d) Time lost from work for said UNION activity will be counted as time worked for purposes of computing overtime. If UNION stewards actually require more than two (2) hours per week to investigate Step 2 Grievances, they shall request such time from the Executive Director or designee and permission for such additional time shall not be unreasonably withheld.
- e) UNION representatives shall not cause an adverse interruption of normal work duties of other employees when meeting with a grievant and/or conducting UNION business.

Section 6. UNION Officer Business

- a) The UNION President and/or Grievance Chairperson shall be permitted reasonable time during working hours without loss of pay to meet with a Council 8 representative and AMHA representatives concerning provisions of this Agreement; provided, however, there must be an appointment made with the Executive Director or designee and advance notice must be given for such meetings. Any such meeting shall not unreasonably interfere with operations of AMHA.
- b) The UNION President or one employee shall be permitted three (3) days to attend the Ohio Council 8 and five (5) days to attend the International UNION Convention, without loss of pay.

Section 7. If the AMHA considers that the UNION is abusing the time and/or the use thereof permitted for UNION business under this Article, a staff representative of Council 8 and the Executive Director or designee will meet upon request to solve the problem.

Section 8. The UNION President and Grievance Chairman shall have reasonable time during working hours without loss of pay for UNION activity in accordance with Section 5 (c) and (e) of this Article. The UNION President and Grievance Chairman shall have up to a combined total (non-cumulative) not to exceed two (2) hours per week, in addition to grievance handling, for UNION activity and/or off premises consultation with Council 8 representative(s).

Section 9. UNION representatives who have AMHA vehicles assigned to them as part of their duties as assigned by AMHA shall be permitted to use same during the work day for UNION business as provided for in this Article.

Section 10. No more than one (1) employee representative (President or Grievance Chairman) shall be involved in a pre-disciplinary or disciplinary conference. In addition, a Council 8 representative may also attend.

ARTICLE 5. **STRIKES, WORK STOPPAGES AND LOCKOUTS**

Section 1. It is the intent of the parties to this Agreement that the procedures herein shall serve as the means for peaceful settlement of all disputes that may arise between them so that the customary services of the agency shall not be interrupted or impeded.

The UNION agrees that during the term of this Agreement, there shall be no strikes, work stoppages, concerted use of "sick" leave or other interruption impending or concerted refusal of work.

No officer, representative, or member of the UNION shall participate in, authorize, instigate, aide, encourage, suggest, sanction or otherwise condone any such activities.

Section 2. The AMHA agrees that there shall be no lockouts of employees in the Bargaining Unit during the term of this Agreement.

Section 3. The UNION President shall publicly denounce such activity and notify any UNION representative, officer or member to immediately cease such activity.

Section 4. Any employee found to be in violation of this Article may be subject to disciplinary action.

ARTICLE 6. **NON-DISCRIMINATION**

Section 1. The AMHA and UNION agree that the provisions of this Agreement shall be applied to all employees without regard to race, color, religion, creed, national origin, sex, disability or age. Wherever the masculine pronoun is used in this Agreement, it shall include the feminine gender.

Section 2. Neither the AMHA nor the UNION shall interfere with the rights of Bargaining Unit employees to become or not to become members of the UNION.

Section 3. The AMHA and the UNION agree to comply with all provisions of the Americans With Disabilities Act (ADA). The parties agree that the AMHA has the authority to take action/s necessary to comply with its' legal obligations under the ADA, provided such actions are not arbitrary or capricious and are not in conflict with the express terms of this agreement.

ARTICLE 7.
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Should any grievance arise between AMHA and an employee or a group of employees concerning the interpretation and/or application of, or compliance with, any express provisions of this Agreement, including disciplinary action, such grievance shall be processed as described below.

Section 2. An important purpose of the grievance procedure is to promote harmonious relationships. With this end in mind, employees and supervisors are encouraged to first discuss and resolve any complaints or difference orally, outside the formal terms and provisions of the grievance procedure listed below. Differences that cannot be so resolved may be considered a grievance. All grievances that are processed shall be specific as to the grievance, the alleged violation of the contract, the date and time of the alleged violations and the relief or remedy requested. AMHA agrees to equal specificity in responses to grievances, including contract Sections where applicable. Grievances shall be processed in the following manner.

Step 1.

- a) An employee who has a grievance may take it up orally with his immediate supervisor alone or with his steward present, as the employee may elect. The supervisor shall answer the employee's grievance within five (5) working days after the grievance is presented to him.
- b) A steward having an individual grievance in connection with his own work, may ask for any member of the Grievance Committee to assist him in adjusting the grievance with his immediate supervisor.
- c) The Chairman of the Grievance Committee will not participate at the Step 1 level of the Grievance procedure except in those cases where the grieving employee(s) is a steward.
- d) No grievance will be considered later than seven (7) calendar days after the occurrence giving rise to the grievance, provided, however, an employee on vacation or approved short-term leave of absence on the date of such occurrence may file a grievance within seven (7) calendar days after he returns to work. For purposes of this Section, "short-term" leave is defined as an approved leave of absence of thirty (30) days or less.

Step 2.

- a) If the grievance is not satisfactorily settled at Step 1, the grievant may within five (5) working days after receipt of the Step 1 answer, have his grievance reduced to writing and filed by the steward on the grievance form, setting forth the details of the grievance (specifically, the facts upon which it is based, the time of occurrence, the relief or remedy requested, and the section or sections of this Agreement alleged to have been violated), dated and signed by the employee and his steward.
- b) The Division Director or their designee shall meet with the steward, the aggrieved employee, and any designated member of the Grievance Committee, together with the employee's Supervisor/Manager to review the matter within five (5) working days after the grievance has been filed and shall provide a written answer to the Chairman of the Grievance Committee with a copy sent to the aggrieved employee within five (5) working days after such meeting.

Step 3.

- a) If the grievance is not satisfactorily settled at Step 2, the UNION may, within five (5) working days after receipt of the Step 2 answer, appeal in writing to the AMHA Executive Director or designee, who shall conduct a conference within five (5) working days of the receipt of the appeal, to seek a resolution of the grievance. Said conference shall include the grievant(s), the Chairperson of the Grievance Committee, the UNION President (or designee if he is unavailable) the Department Head and/or supervisor, and such witnesses and/or written statements as the Executive Director or designee considered necessary to arrive at an answer.
- b) Any grievance initiated by action of a Human Resources Officer may be brought initially to Step 3 of the grievance procedure by the UNION and the previous grievance steps shall be considered waived.
- c) The Executive Director or designee shall give his answer to the chairman of the Grievance Committee in writing with a copy to the aggrieved employee within five (5) working days after such conference. The Regional Director or a specified member of his staff may attend any Step 3 conference.

Step 4.

If the grievance is not satisfactorily settled at Step 3, it may be submitted for arbitration upon request of the UNION in accordance with Section 3 of this Article. Any request for arbitration by the UNION must be made in writing and received by AMHA within fifteen (15) working days after the Step 3 written reply has been issued and received by the UNION.

- a) A policy grievance which affects all or a substantial group of employees, and arising from the same event or set of facts, may be initially presented by the UNION itself at Step 3

of the grievance.

Procedure. Any such grievance may not be presented later than seven (7) calendar days after an employee could have been expected to have knowledge of the event upon which the grievance is based.

- b) Grievances involving the discharge of an employee, or any other running back-pay liability case, may be brought initially to Step 3 of the Grievance Procedure.

Section 3. Arbitration Proceedings

- a) Together with the written request to AMHA to arbitrate, as set forth in Section 2, Step 4, the UNION shall submit a request to the Federal Mediation and Conciliation Service, with a copy to the AMHA, for a listing of nine (9) arbitrators to be submitted to the parties.
- b) Upon receipt of the panel, the parties shall select one of the panel by the process of elimination within fifteen (15) calendar days.
- c) The expense of the arbitrator's services and proceedings shall be borne equally by the UNION and AMHA.
- d) The arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some expressed term or provision of this Agreement, shall decide the same in accordance with the expressed terms thereof, and shall not have the power to add to, subtract from, or modify such expressed terms.
- e) All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein and all pre-arbitration grievance settlements reached by the UNION and the AMHA shall be final, conclusive, and binding on the AMHA, the UNION, and the employee(s).

Section 4. Time Limits

- a) The time limits provided for in this Article may be extended by mutual agreement between the AMHA and the UNION in writing. "Working days" as used in this Article shall not include Saturdays, Sundays or Holidays. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under the Agreement.
- b) Failure by the AMHA to provide a timely answer at Step 3 of the grievance procedure shall settle the grievance as requested by the grievant and/or UNION. Failure by the AMHA to provide a timely answer at Steps 1 or 2 shall entitle the UNION to submit the grievance to Step 2 or 3 respectively. Unless provided elsewhere in this Agreement, no retroactive relief or action for any period prior to the beginning of the seven (7) calendar days under which the grievance might be brought and considered will be requested or granted. However, under no circumstances may retroactive relief or action be requested

or granted prior to the effective date of this agreement.

- c) The UNION may withdraw a grievance from any step of the grievance procedure.
- d) Any disposition of a grievance between the AMHA and the UNION shall be final, conclusive and binding on the AMHA and the UNION and the employee(s).

Section 5. UNION representatives and employee witnesses shall not lose pay for time in grievance and/or arbitration proceedings; provided, however, the UNION agrees that such witnesses will only include witnesses whose testimony is relevant to the particular matter at issue, and the UNION shall not be arbitrary in the number of witnesses called.

ARTICLE 8. **SENIORITY**

Section 1. Definition

Seniority is an employee's uninterrupted length of continuous service with the AMHA compiled by time actually on the AMHA payroll, including any approved leaves of absence, unless specified otherwise in other Articles of this Agreement. Newly hired probationary employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire.

Section 2. Seniority Posting

The AMHA shall post a copy of the seniority list showing the seniority of each employee listed by job classification, and unless an employee makes objection thereto within ten (10) working days on which the employee has been at work after the list is posted, he shall not thereafter be permitted to question his seniority as listed thereon until the next required revision or updated every ninety (90) days with copies being furnished to the UNION at such time. The list shall be posted on each unit bulletin board.

Section 3. Seniority shall accrue during sick leave, paid or unpaid.

Section 4. Loss of Seniority

An employee shall lose all seniority rights and rights to continued employment for any one or more of the following reasons:

- a) Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
- b) Voluntary resignation.
- c) Discharge for cause when such discharge is not reversed by way of the grievance and

arbitration procedures.

- d) Failure to give notice of intention to report and/or failure to report for work when recalled from layoff (an employee shall be deemed to have failed to report for work if he does not report within five (5) working days after the mailing of a letter of recall by certified mail, return receipt requested, unless due to actual illness or accident and the employee so notifies the AMHA; the AMHA may require substantiating proof of such illness or accident). It shall be the employee's responsibility to provide the AMHA with his proper address and telephone number for purposes of such notification.
- e) Layoff for a continuous period of more than twenty-four (24) consecutive months or the employee's seniority, whichever is greater, provided the employee can demonstrate his employability. In the event a question arises regarding his employability, Article 17, Section 7 of this Agreement shall apply.
- f) An employee does not lose seniority in the event of absence due to an AMHA job-related Workers' Compensation illness or injury. In the event the Workers' Compensation illness or injury is not related to AMHA employment, the employee's seniority will terminate after twenty-four (24) months.
- g) In the event an employee retires on Disability Retirement under PERS or Social Security, such employee maintains seniority at the time of retirement with the AMHA for a period of five (5) years.
- h) Failure to report off for three (3) consecutive work days, unless the employee can verify that conditions made it impossible for him to report off during this period.
- i) Failure to report to work on the first day following the expiration of an approved leave of absence, unless a satisfactory reason is given.
- j) The making of a materially false statement on the employment application or false statement in obtaining or renewing a leave of absence, providing the employer acts within a reasonable time after learning of the falsification.

Section 6. Notification

The AMHA shall furnish the UNION a notification of new hires into the Bargaining Unit including temporary employees, seasonal employees, casual employees and student employees within fifteen (15) days of the employee's hire date. Such notification shall contain name, classification, hire date, rate of pay and location. (The AMHA shall also furnish the UNION notification of termination of an employee within fifteen (15) days of such termination. Termination shall be interpreted as voluntary and/or involuntary termination of employment. Such notice shall contain name, classification, location and date of termination). The AMHA shall furnish the UNION notification of all other new hires on the first of each month.

ARTICLE 9.
PROBATIONARY PERIODS

Section 1. New employees will serve an initial probationary period upon hire of one-hundred and twenty (120) calendar days. During this probationary period, these new employees may be discharged from employment at any time and such action shall not be subject to the grievance or arbitration procedure. New employees are not eligible to bid on promotional opportunities or transfer during this first twelve (12) months of employment without the written approval of the Executive Director. Employees with more than one (1) year of service with the AMHA who are promoted or who transfer into a new position must remain in that position for at least six (6) months before they are eligible for another promotion or transfer opportunity unless they obtain the written approval of the Executive Director.

Section 2. Employees who are promoted or who transfer into a new position will have a trial for a reasonable period of time on their new job, depending on the job concerned, generally not to exceed sixty (60) actual work days unless more time is mutually extended by the Union and AMHA in writing. If the successful bidder to a higher paying job fails thereafter to qualify during the trial period, the employee has the right to revert to the employee's former job and this right shall in turn apply to others who change jobs as the result of that promotion. If a surplus exists, the employee with the least seniority and who is also the least qualified, will be laid off.

Section 3. All new employees will be provided a formal orientation program appropriate to their job classification to be scheduled on a quarterly basis as needed.

ARTICLE 10.
WORK RULES

Section 1. The Employer shall have the right to promulgate reasonable rules and regulations necessary for the orderly and efficient operation of the Authority. Such rules and regulations shall not conflict with the express terms of this Agreement.

Said rules and regulations shall be posted on the AMHA bulletin boards at each applicable work location for a period of at least thirty (30) calendar days and a copy provided to the UNION President for posting on all UNION bulletin boards at least five (5) work days prior to implementation in which time the union may request in writing to meet.

The UNION has the right to challenge the reasonableness of any rule or regulation through the grievance procedure and/or conflict with the express terms of this Agreement.

ARTICLE 11. **JOB DESCRIPTIONS**

Section 1. The administration and operation of a job evaluation program including job descriptions and job classifications are the functions and responsibilities solely of the AMHA.

Section 2. If the parties mutually agree to the wage rate and the classification or if the matter is referred to arbitration, such wage rate and classification shall become a part of the wage agreement and the negotiated or determined rate, if higher than the rate established by the AMHA shall be applied retroactively to the date the employee started to work in that classification.

Section 3. If a new bargaining unit job classification is established by the AMHA, the AMHA shall notify the Union of its intent to establish such new job classification ten (10) calendar days before it institutes such new job classification and the wage rate shall be negotiated, for a period of thirty (30) days, unless extended by mutual agreement of the parties. If the parties cannot agree upon a proper wage rate, the AMHA may establish a wage rate and the Union may refer the matter to mediation pursuant to Section 4 of this Article.

Section 4. The AMHA has the right to change existing job descriptions but will advise the Union in advance of any such changes. At the request of the Union, the parties agree to meet and discuss the changes. In the event of a dispute, the matter will be submitted to an advisory mediation hearing before Robert Stein or other mutually agreed upon mediator to be held within fourteen (14) calendar days of the submission. The mediator shall issue a bench decision or written decision within seven (7) calendar days of the hearing.

ARTICLE 12. **CORRECTIVE ACTION PROCEDURE**

Section 1. Corrective Action

No employee shall be discharged or disciplined without just cause. The degree of corrective action will depend on the nature and seriousness of the offense and the employee's past record of discipline and performance. Corrective action will normally be applied using the Corrective Action Report Form, *Exhibit C*, and will normally be applied in following progressive manner:

- Step 1** **Verbal Counseling** - Appropriate to initially inform an employee of undesirable performance and what is expected of the employee to improve.
- Step 2** **Written Corrective Action** - Issued for repeated or more serious offenses. Counseling as well as clear expectations of desired behavior are provided to the employee at this step.
- Step 3** **Final Written Corrective Action** - If employee has been issued a written

warning and improvement has not taken place, a final written warning will be issued.

Step 4 **Suspension** - Specific circumstances may warrant suspension at any stage of corrective action.

Step 5 **Dismissal** - Specific circumstances where a history of previous progressive corrective actions have failed to correct the employee's behavior.

There are offenses of a more severe nature which may warrant advanced corrective action including immediate suspension or dismissal. Examples of more severe offenses are listed in the AMHA Employee Handbook.

Section 2. Corrective Action Notices

All written notices dealing with corrective action shall state the type and amount of discipline imposed and the reasons for the actions being taken. The employee, the UNION President, and the Chairperson of the Grievance Committee will receive a copy of any such notices, within five (5) work days.

Records of corrective action shall not be used or referred to in the corrective action process and shall be removed from an employee's file upon the employee's request to the Director or designee after a lapse of twenty-four (24) months, provided there are no intervening corrective actions of a same or similar nature during that period of time. In some cases, the employee may request removal of verbal or corrective actions from his/her file prior to twenty-four months (24). This request shall be made in writing, of the Executive Director or designee and approval of these requests shall be at the Executive Director's discretion.

Section 3. Steward Requests

- a) If the employee so requests, he shall have the right to have his UNION steward present for the purpose of resolving a dispute if the matter is at the written corrective action step.
- b) Stewards have no right to be involved in other than written corrective action, but may participate in grieving the corrective action after the supervisor counseling session with the employee if the employee so desires. An employee confronted with more than one (1) supervisor in any verbal corrective action, will have the right to have his UNION steward present if the employee so requests.

Section 4. Employee File

Any material placed in an employee's file which may adversely affect that employee's performance evaluation or job classification, shall be made known to the employee involved at which time the employee shall be given the opportunity to provide a written response and such response shall be placed in the file. An employee may review his official Personnel file upon request but time lost from work shall

not be excessive or unreasonable. The employee may give a written release satisfactory to the AMHA for his UNION representative to review his Personnel file by appointment only; however, any such release must specifically identify if confidential and/or medical documents or information are to be included in the review.

ARTICLE 13.
HOURS OF WORK AND OVERTIME

Section 1. Hours

- a) The normal work week for employees covered by this Agreement shall be forty (40) hours, worked in five (5) consecutive eight (8) hour days, Monday through Friday. The weekly period begins Saturday, 12:01 a.m. and ends the following Friday, 12:00 midnight.

- b) The normal work day shift shall begin at 8:00 a.m. and ends at 4:30 p.m. The employee's work day shall be eight (8) and one-half (8 ½) consecutive hours inclusive of a one (1) hour lunch period in the middle of the work day. One-half of this lunch period shall be paid, and one-half shall be unpaid. Changes in the regular starting and quitting time shall first be discussed with the UNION one week in advance of any change. Emergency changes of a temporary nature shall be made by the AMHA.

- c) Employees shall be permitted a paid fifteen (15) minute break during each one-half (½) shift. The break period shall be scheduled as close to the middle of each one-half (½) shift as operationally possible.

Section 2. Overtime

- a) Overtime work shall only be performed and shall only be paid for when such overtime is authorized by the AMHA Executive Director or designee.

- b) Overtime work shall mean hours or fractions thereof which are worked by an employee in excess of his normal eight (8) hour day, or in excess of forty (40) hours per week.

- c) All hours worked in excess of the eight (8) hour day shall be paid at the rate of time and one-half the regular straight time rate. All hours worked in excess of the established forty (40) hour week shall be paid at the rate of time and one-half the regular straight time rate; holidays and vacation time shall be counted as hours worked for purpose of this Section. There shall be no pyramiding of overtime.

- d) Employees who perform work on a Sunday shall be paid at two (2) times the employee's regular rate of pay, for all hours worked, regardless if such time is in excess of forty (40) hours during the employee's work week.

- e) Overtime work may be necessary from time to time as determined by the AMHA

Executive Director or designee. To the extent possible, the decision to work overtime will be made by the employee. However, where insufficient employees are available to meet the operational demands of the agency, overtime work may be required commencing with the least senior employee by classification. Employees shall not be required to work unreasonable amounts of overtime. Employees required to work beyond the normal quitting time shall, for up to the first hour, be entitled to pay to the next quarter hour at the appropriate rate of pay. Work beyond the first hour shall be paid in accordance with subsection (b) above.

Section 3. Equalization of Overtime

- a) AMHA shall make reasonable attempts to equalize overtime among qualified Bargaining Unit employees by department within classification.
- b) The parties agree to meet and discuss the requirements under (a) if equalization becomes impractical and/or detrimental to AMHA operations.

Section 4. Compensatory Time

An employee may elect to use compensatory time in lieu of overtime payment which shall be compensated at the same rate as provided for in Section 2 (c) of this Article.

Compensatory time for overtime worked shall be granted within a reasonable period after requesting the use of such time unless to do so would unduly disrupt AMHA's operations. Compensatory time off in lieu of pay must be pre-approved by the employee's immediate supervisor and certified by the employee on the appropriate form at the time of the election. Compensatory time may accumulate to a maximum of one hundred twenty (120) hours at any time. After said accumulation of overtime hours, overtime shall be paid at rates under Section 2 (c) of this Article. If the accumulation of compensatory time creates an adverse impact on the agency or in the event of insufficient work, the AMHA reserves the right to require an employee to use accrued compensatory time. Upon separation or layoff, employees shall be paid for any accrued but unused compensatory time.

Section 5. Call Back Pay

When an employee is notified by the AMHA to report for work after termination of his regular scheduled shift and he reports to work, he shall be paid not less than two (2) hours pay at the rate of time and one-half of his regular straight time hourly rate, regardless of the hours worked by the employee prior to call back.

Section 6. Pay Periods

Pay periods and/or paydays may be adjusted by the AMHA upon the execution of this Agreement in order to maintain a direct payroll deposit program for all bargaining unit employees. Employees who do not maintain an account at a financial institution shall be entitled to withdraw their payroll funds at the depository institution at no cost.

ARTICLE 14.
PROMOTIONS AND TRANSFERS

Section 1. Promotional Postings

Where there is a vacancy in an existing job, or a new job within the Bargaining Unit, employees desiring to advance to a higher paying position within the Bargaining Unit, shall do so as follows:

- a) Notice of a permanent vacancy or new job shall be posted on the AMHA bulletin boards for five (5) working days from the date the job opening has been posted at the following designated sites: Administrative Offices, Warehouse, Scattered Sites and Development Offices where clerical/technical employees are regularly assigned.
- b) During this five (5) day period, employees who wish to apply for the posted opening may do so. The bid application must be in writing, signed by the employee, dated and be submitted to the Executive Director or designee. Forms used for this purpose shall be provided by AMHA.
- c) Open vacancies or new jobs being posted shall indicate the nature of the opening, the rate of pay and probable location with the desired qualifications needed to perform the duties of said position being available in the Human Resources Office. AMHA will provide the UNION with a copy of the posting.
- d) If there is no bidder, with the desired qualifications, the AMHA may determine:
 - 1) To assign the least senior person with the classification, or;
 - 2) Fill the job from any source it deems necessary. In this event, such employee shall be considered a new employee, for all intents and purposes, with the exception of retirement, vacation, and sick leave credit, if the employee is employed by AMHA in a non-Bargaining Unit covered classification.
- e) The AMHA will provide each employee who bid on the posted position and was not selected, a written notification within three (3) working days subsequent to the selection, listing the reasons why such employee was not selected for the posted position.

Section 2. Promotional Selection

- a) The AMHA shall fill the opening by promoting from the qualified applicants who have the necessary skills and ability to perform the job and who make a timely application. The AMHA shall utilize the following criteria when selecting from qualified promotional applicants: relative skills and abilities; work experience of a similar or related nature; related education and training programs; employee personnel file; seniority. If two (2) or more employees are substantially equal in meeting said criteria, then seniority shall prevail. AMHA shall fill the position within a period of ten (10) working days after the selection

of a new hire or within twenty (20) working days after the bid period is closed for an existing employee. Unsuccessful, existing employee bidders shall be notified by AMHA in writing upon rejection and prior to the selection of a new hire.

- b) The AMHA will provide a notice to the UNION showing the name of the employee, seniority date and classification, selected to fill the position or that no employee was selected to fill the position. This notice shall be provided to the UNION within two (2) working days subsequent to the decision to select or not to select an employee.

c) **Employee Training**

The parties agree to mutually establish an employee training program to be held on a regular basis. Said training will be both departmental and agency orientation.

Section 3. Lateral Transfer Requests

- a) Employees desiring to transfer laterally to openings at other units or locations within the AMHA, may submit a request in writing to the Executive Director or his designee during the posting period.
- b) A lateral transfer would include: a transfer within the same classification; or a transfer to a different classification at the same rate of pay; or a transfer to a lower classification at a lower rate of pay. An employee who is permanently transferred to a lower pay grade shall be placed at the same step of the lower pay grade in which the employee was in the higher pay grade.

An employee laterally transferred to the same classification with the same rate of pay or to a different classification with the same rate of pay shall be placed in the same pay step held by the employee.

- c) The UNION will be provided a copy of each transfer request within five (5) working days subsequent to the close of the posting period.

Section 4. Lateral Transfer Selection

- a) The AMHA shall consider transfer applicants to other than the employee's same classification in accordance with criteria established under Section 2 of this Article. Employees making application for lateral transfer within the same classification shall be selected based upon seniority. The most senior employee shall be selected for such transfer.
- b) In the event that the initial opening is filled by a lateral transfer to a lower classification at a lower rate of pay, any openings created thereafter will not be filled by lateral transfer requests, but by promotion. In the event that the initial opening is filled by a lateral transfer within the same classification or by a lateral transfer to a different classification

at the same rate of pay, the opening created by the lateral must be posted for bid and filled by promotion. The resulting opening may then also be filled by a lateral transfer from the same classification/different classification at the same rate of pay but any opening thereafter will not be filled by lateral transfer requests, but by promotion.

- c) An employee who changes locations or unit through a lateral transfer under this Section may not change jobs again for at least one (1) year thereafter, unless mutually agreed between the UNION and Employer.

Section 5. Temporary Transfers

- a) In connection with the efficient operation of the Authority and the direction of its working forces, the Employer has the right to temporarily transfer an employee from one unit or area to another, to fill in for vacations, to fill in for sick leave, for emergencies, at a manager's request, or because of a change in work priorities. Such transfers shall not exceed sixty (60) work days unless mutually agreed between the UNION and Employer.
- b) An employee temporarily transferred to a classification in a lower pay grade shall be paid at the employees regular rate of pay for the duration of the transfer.
- c) Bargaining Unit employees shall not be required to transfer to and/or perform non-Bargaining Unit work.

Section 6. Trial Period

- a) Any applicant who is transferred under Promotional and Lateral Transfer Sections of this Article shall have a trial for a period of time not to exceed forty-five (45) work days unless more time is mutually extended by the UNION and AMHA in writing. Failure to successfully complete the trial period will result in the return of the employee to his former position and this right shall in turn apply to others who were transferred/promoted under this Section.

Section 7. Position Realignment

- a) In the event it becomes necessary to realign a position, the AMHA and the UNION shall meet to discuss such matter. If the parties cannot reach a mutually agreeable solution, the AMHA may transfer such affected employee to a permanent vacancy within the classification. Such affected employee may exercise seniority to displace the least senior employee within the employee's classification.

Section 8. Transfer Pay

- a) An employee who is temporarily transferred to a higher pay grade shall be placed in the same step in the higher pay grade as the employee was in the lower pay grade.

An employee who is promoted to a higher pay grade shall be placed in the same step in the higher pay grade as the employee was in the lower pay grade.

- b) To make application for the higher pay, the employee must complete the verification for the advance pay form (*Exhibit D*) and submit this form to his supervisor.

Section 9. Bargaining Unit Reversion Right

- a) An employee who is promoted to a job not covered by the Bargaining Unit, shall have the right once during his/her employment with the agency to revert back to the Bargaining Unit (into the classification from which the employee was promoted) without loss of Bargaining Unit seniority or other rights, defined within the Agreement, at the time the employee left the Bargaining Unit, provided it does not result in the displacement or layoff of any Bargaining Unit employee.

Section 10. Complaints Against AMHA

- a) In the event a complaint is issued against the AMHA by EEOC, HUD, OCRC, or the Department of Labor pertaining to racial composition of the personnel at a given location, the UNION agrees to meet with representatives of AMHA and the appropriate agency issuing said complaint for the purpose of resolving such complaint.

ARTICLE 15.
HOLIDAYS

The following legal holidays will be observed and employees shall receive compensation at their regular rate of pay:

LEGAL HOLIDAYS OBSERVED	
1. New Year's Day	9. Veteran's Day
2. Martin Luther King's Birthday	10. Thanksgiving Day
3. President's Day	11. Friday after Thanksgiving
4. Good Friday	12. Christmas Day
5. Memorial Day	13. Related to Christmas Day *
6. Independence Day	* December 26, 2000
7. Labor Day	* December 24, 2001
8. Columbus Day	* December 24, 2002

Section 1. When a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Section 2. Employees scheduled to work any of the above holidays shall be paid eight (8)

hours holiday pay plus double their regular rate of pay for all hours worked.

Section 3.

- a) If a holiday falls during an employee's vacation period, he shall be paid for the holiday, or he may extend his vacation accordingly provided he has first obtained prior approval from his supervisor.
- b) If a holiday is observed while an employee is on sick pay, he shall be paid holiday pay for the holiday within the same period that all other employees received holiday pay, but he shall not be paid for a sick day and such day shall not be charged against his accumulated sick leave.

Section 4. Holiday Sick Pay Eligibility

To be eligible for holiday pay, an employee must work the last scheduled day before the holiday, and the first scheduled day following the holiday, unless the employee is on paid leave or under suspension. If the suspension period includes the holiday, the suspension will be extended by that amount of time. The AMHA may require verification of illness regardless of length of the sick leave under such circumstances.

Section 5. Holiday pay shall be considered hours worked when computing overtime.

ARTICLE 16.
VACATIONS

Section 1. Each full time employee of the AMHA shall earn vacation leave based upon years of service. Vacation pay shall be calculated at the employee's normal straight time hourly rate of pay. The established vacation period shall be January 1 to December 31 each year. Vacation time will be credited on January 1 and will be the projected days earned based upon the anticipated service anniversary plus allowable carryover days.

- a) Employees who are on an approved absence during the calendar year because of a verified compensable AMHA job-related Workers' Compensation illness or injury will have the periods of such absence credited as weeks worked for purposes of actual vacation accrual or entitlement, as applicable.
- b) Employees who are on an approved absence during the calendar year because of an approved paid sick leave will have the periods of such absences credited as weeks worked for purposes of actual vacation accrual or entitlement, as applicable.

Section 2. Employees who terminate their employment prior to attaining one (1) year of service shall not be entitled to any pro-rata vacation payout.

Section 3. Employees who are eligible for vacation benefits shall receive vacation time off as follows:

<u>YEARS of SERVICE</u>	<u>Length of Vacation</u>		
	<u>Days</u>	<u>Hours</u>	<u>per</u>
1 month - 12 months	0 - 5	3.33	mo. *
13 months to end of first full calendar year	5 - 11	8.00	mo. *
Years 2 - 5	12	96	yr.
Years 6 - 10	15	120	yr.
Years 11 - 15	18	144	yr.
Years 16 - 20	21	168	yr.
Years 21 - 25	24	192	yr.
Years 26 - 30	25	200	yr.
Years 31 and over	28	224	yr.

* Pro-rated based upon start date, at rate of:

- three and thirty-three hundredths (3.33) hours per month of employment through first twelve (12) months.
- eight (8) hours per month of employment from month thirteen (13) to end of first full calendar year, then annually (on January 1) thereafter at yearly rates listed above.

New employees may not use vacation until after the probationary period is successfully completed.

- a) Time used will be deducted each month.
- b) Employees who terminate employment during the year will be compensated for the pro-rata days earned (including any eligible carryover days less any days used or paid).

Section 4. Vacation Scheduling

- a) The choice of vacation period shall be according to seniority by department, provided it does not conflict with the AMHA's obligation to maintain an efficient work force.
- b) In the case of vacation periods in excess of two (2) weeks, the AMHA may require the employee to take two (2) weeks of vacation at one time and select another period for additional vacation time.
- c) The total number of employees who are permitted to be on vacation within a department at the same time shall be governed or determined solely by AMHA.
- d) Vacation requests shall be submitted to the department head by December 1 of each year and vacation shall be scheduled by January 31 of the next year. When these schedules have been set, they shall not be changed without the express consent of the employee

involved and the AMHA. After vacations have been selected, any changes must be made at least one (1) week in advance except for recognized emergencies.

- e) No vacation days may be taken in lieu of sick leave; provided, however, an employee may arrange in advance to use vacation or a combination of vacation days and sick leave for an extended medical leave of absence.
- f) An employee may not carry over into the succeeding anniversary year more than twelve (12) days vacation without the express written prior consent of the Executive Director. Such requests to carry over more than twelve (12) days should be made at least ninety (90) days prior to the end of the calendar year so that a reasonable attempt may be made to schedule unapproved carry over vacation without forfeiture.
- g) All vacation time must be taken in four (4) or eight (8) hour increments, except during the months of June, July and August of each year, when vacation time must be taken in increments of at least five (5) consecutive work days, commencing Monday and ending Friday, unless lesser increments are approved by AMHA in its sole discretion.

Section 5. Emergency Vacation Time

- a) An employee may use vacation time, up to a limit of three (3) days annually for emergency purposes. An emergency situation is one over which the employee has no control and advance notification and requires immediate attention.
- b) The request for the use of vacation days for emergency leave shall be filed on the regular Certificate of Absence for Vacation form and shall be in not less than one (1) hour increments.

The approval or non approval of the use of an emergency vacation day will not be made arbitrarily but made upon the basis of information provided upon said form, and/or other documentation provided by the employee and/or requested by AMHA.

Section 6. Vacation Buyout

Employees who attain six (6) years of service are eligible to receive payment for unused vacation subject to the following limitations.

- a) A minimum of (10 days/80 hours) must be scheduled and used annually.
- b) Employees have the option to receive compensation for unused vacation time at the rate of pay it was accrued for vacation hours in excess of eighty (80) hours.
- c) The buyout of eligible vacation time will be offered annually and must be completed prior to the annual scheduling of vacations (January).

- d) The AMHA reserves the right to limit vacation buyout due to financial hardship. If this occurs the AMHA will provide as early notice as possible to all eligible employees.

ARTICLE 17.
SICK LEAVE

Section 1.

- a) All employees covered by this Agreement shall be entitled to sick leave, to be accrued at the rate of four and six-tenth (4-6/10) hours with pay for each completed eighty (80) hours of paid service or AMHA job related Workers' Compensation leave. All unused sick leave shall accumulate without limit.
- b) Upon the approval of the Director of AMHA or his duly designated representative, an employee eligible for sick leave shall be granted such leave with full regular pay for absence due to:
- 1) Personal illness, including pregnancy
 - 2) Injury
 - 3) Exposure to contagious disease which could be communicated to another employee
 - 4) Illness or injury in the employee's immediate family
 - 5) Death in the employee's immediate family, not to exceed five (5) working days.

Section 2.

- a) All use of sick leave, paid or unpaid, must be reported on the Certification of Absence For Illness form. Said form, attached hereto as *Exhibit E*, shall be signed by the employee.
- b) Sick leave of three (3) days or more may require medical verification upon the request of the AMHA.
- c) In the case of death in the immediate family, "Immediate Family" shall be mother, father, aunt, uncle, grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents-in-law, spouse, child, grandchild, legal guardian, or such other person who stands in the place of the parent.

In case of illness in the immediate family, "Immediate Family" shall be any person in the immediate family as defined above, residing in the household, and parents, or grandparents not residing in the household. This Section shall apply to adults who are

children of employees but live outside the household, only in case of serious illness or injury.

- d) Sickness on the job must be verified by the supervisor when the employee remains absent part of one (1) day or goes home early from work. Illness shall also include medical, dental or optical examinations or treatment of the employee or a member of his immediate family when employee must accompany such member of the immediate family.

Medical appointments and examinations should be set to minimize absence from work.

Section 3. Pregnancy

- a) Upon becoming pregnant, employee shall notify the AMHA immediately after obtaining knowledge of such pregnancy and submit a statement from her physician containing information as to how long she may work based upon the requirements of her job.
- b) A maternity leave will then begin when the employee's physician states she may no longer safely perform her job; and end when the employee's physician states that resumption of normal work activity following delivery of the child will not be detrimental to the employee. Following childbirth and signifying her intent to return, pursuant to her physician's statement, such female employee shall be reinstated to her original job or to a position of like status and pay without loss of employment service credits.
- c) An employee, under this Section, may use accumulated vacation days after the exhaustion of sick leave and holidays.

Section 4. Call in Procedure In Case of Absence

- a) An employee who is unable to report to work, must have absence reported to the Human Resources Office during the one-half (½) hour period prior to the start of the workshift.
- b) It is necessary to call each day, unless an employee, in the initial call stated he would be absent three (3) or more days; however, if a holiday or weekend intervenes, the employee must report off again on Monday, or the day after the holiday.
- c) If he stays away from work and does not telephone his supervisor within the specified one-half (½) hour, such absence may be considered an unexcused absence and he may forfeit pay for all the time during which he was absent from work.
- d) The employee shall keep his supervisor informed of the probable duration of the illness and the probable date of his return to work.
- e) In case of surgery or serious illness, the employee or a member of the immediate family is to notify the Human Resources Office of his condition, and probable duration of the absence. Following the first month of absence, such notification shall be made bi-weekly.

Section 5. Falsification of Forms

If it has been established that an employee has falsified the Certification of Absence form or is otherwise misusing his sick leave privileges, he may be subject to disciplinary action up to and including discharge.

Section 6. Retirement Cashout

Upon retirement under PERS and/or Social Security, employees shall receive pay for their unused accumulated sick leave, in an amount not to exceed pay for one hundred twenty (120) days. In the event of the death of an employee, the AMHA will pay the employee's estate the employee's unused sick leave at the employee's full last rate of pay for the first one hundred twenty (120) days of unused sick leave, and at one-half (½) the employee's last rate of pay for up to forty-five (45) days of the employee's unused sick leave remaining beyond the one hundred twenty (120) days.

Section 7. Long Term Illness Reporting

- a) Any employee who is absent from work due to an extended illness (including mental) or injury (including industrial) or has excessive absenteeism due to a chronic illness, may be required to be examined by a doctor of the AMHA's choice to determine whether or not he is capable of returning to or performing his job satisfactorily.
- b) In the event of a disagreement between the employee's doctor and the AMHA's doctor, those two (2) doctors shall select a third doctor to render an opinion, which opinion shall be final and binding. The AMHA agrees to pay the cost of the third doctor.
- c) Following an extended illness or injury (twenty (20) workdays or more), an employee must provide to the Human Resources Office a physician's release indicating that the employee may return to work without restrictions on the employee's ability to perform the essential functions of the employee's job.
- d) Employees on an unpaid sick leave must, upon receipt of medical certification of a disabling condition that would qualify them for coverage under any other medical benefit plan, including, but not limited to, coverage under Medicare or coverage under PERS, apply for and diligently pursue coverage under that other plan no later than eight months after the employee began the unpaid sick leave. If an employee fails to do so, the employee's medical benefit coverage under the AMHA medical benefit plans will terminate effective twelve (12) months from the date the employee first began the unpaid sick leave. If the employee exercises due diligence in compliance with this section, and is unable to obtain alternate coverage under another medical benefit plan, due to no fault of the employee's, the AMHA will continue to cover the employee under the AMHA medical benefit plan for up to twenty-four (24) months of total unpaid leave time. Thereafter, the employee may elect to continue the coverage at his or her own expense consistent with federal COBRA law and regulations.

- e) An employee on a leave of absence due to an AMHA job-related Workers' Compensation illness or injury shall continue to have his applicable health and life insurance benefits paid for by the AMHA for the duration of said leave.

Section 8. Sick Leave Accounting

Employees shall receive, each quarterly period, an accounting of used and accumulated sick leave. Such accounting shall be furnished in writing to the employee.

Section 9. Paternity Leave

An employee can use sick leave of up to seven (7) days to care for the spouse and/or children because of childbirth. Such sick leave shall be charged to the accumulated sick leave.

Section 10. Funeral Leave

Funeral leave for up to five (5) days for death in the immediate family as defined under Article 17, Section 2 (c), will be deducted from accumulated sick leave.

Section 11. Sick leave which is being misused, abused or demonstrates an unacceptable pattern of absence may be used and considered in the disciplinary process.

Section 12. Transitional Light Duty Work

- a) Employees who suffer an occupational injury or disease while performing their job duties for AMHA may be assigned, at the discretion of the Executive Director, to available transitional light duty positions, which are feasible for the employee to perform. Employees will receive their regular hourly rate for all hours worked by employees performing these transitional light duty functions.
- b) The light duty program is not permanent in nature and is intended to provide employees with light or restricted duty work while they transition back to their regular job and are recuperating from an occupational injury or disease. Light duty work will vary based on the physical restrictions of the employees participating in the program, and the amount of work available at the AMHA for employees with such restrictions. Employees may be required to perform non-bargaining unit work during this transitional program provided that the work is comparable to or of equal responsibility to work performed in bargaining unit classifications. The light duty transitional work program is not to exceed ninety (90) calendar days in duration for an employee, unless extended with approval of the Executive Director in writing.
- c) The light duty transitional work available to an employee will normally end when the employee's physician, or a physician for the Ohio Bureau of Workers' Compensation/Industrial Commission has certified the employee as able to return to his or her full regular job duties; the employee has reached maximum medical improvement;

the employee is no longer eligible to receive lost time compensation from the State fund; the ninety (90) day period has expired; or the employee has been terminated from employment, whichever occurs first. The AMHA reserves the right to restrict the number of light duty positions available, and their length, based on business needs. A light duty program is not available to employees who suffer from a non-occupational injury, disease or disability, unless approved by the Executive Director in writing.

ARTICLE 18.
LEAVE OF ABSENCE

Section 1. Employees of the AMHA who have completed at least one (1) year of service will be granted personal leaves of absence without pay for the following purposes:

- a) To attend an accredited college or university or a recognized trade or vocational school in order to improve the employee's ability to perform the current duties and responsibilities of his classification or for promotional purposes for meeting the minimum qualifications of other classifications within the agency. Such leave shall be requested at least ninety (90) days in advance, and shall be for a period not to exceed two (2) years. Such leave of absence will be authorized by the AMHA based on the merit and job relatedness of the request of the employee, as determined by the Executive Director or designee of the AMHA. An employee may take such a leave of absence only once. No more than two (2) employees may be on such a leave of absence at any one time, unless the Executive Director, at his sole discretion, determines that to permit more would not unduly interfere with the operation of the AMHA.

The application for such leave of absence must be made in writing stating the purpose, relevance to current job duties, and the duration of the proposed leave.

The employee shall make written application for reinstatement and shall be reinstated to the same or similar position when available provided he can qualify under the seniority rules, is physically capable of performing the work required, and applies for re-employment within fifteen (15) days after leaving the college, university, recognized trade or vocation school. The employee may be required to periodically provide proof of attendance.

- b) **Personal Leave**

The Executive Director, at his sole and exclusive discretion, may grant personal leave to an employee when it is determined to be in the best interest of the Authority and the employee and without establishing a practice or precedent.

Such personal leave shall be for a period not to exceed one (1) year.

The employee, upon written request for reinstatement, shall be reinstated to the same or

similar position provided he can qualify under the seniority rule and is physically capable of performing the work required. No employee shall accept any employment while on any personal leave and if he does so, shall forfeit all rights to reinstatement.

c) **Child Rearing Leaves**

An employee may request a child rearing leave after the exhaustion of a medical maternity leave where the employee wishes to remain off the job. Such a leave shall be considered a Personal Leave of Absence in accordance with the provisions of Section 1 (b) above and may be granted upon approval of the Executive Director for up to one (1) year.

d) **UNION Leave**

Upon written request of the UNION to AMHA, no more than one (1) employee of AMHA who is a member in good standing of the UNION will be granted a leave for a period not to exceed one (1) year for the purpose of employment with the UNION. AMHA may delay the effective date of the leave if unable to replace the employee with an individual qualified to perform the duties of that position. Reinstatement from such leave shall be in accordance with Section 1 (b) above. Said leave will be extended in additional one (1) year increments provided the UNION gives AMHA in writing sixty (60) days advance notice prior to the end of any such yearly increment. Seniority shall continue to accrue for said employee for a maximum period not to exceed three (3) years.

e) **Family and Medical Leave**

The terms of the federal Family and Medical Leave Act ("FMLA") will apply to requests for leaves of absence requested under this Article which are covered by that act. The FMLA allows eligible employees to take up to twelve (12) weeks of leave in a twelve (12) month period for the birth of the employee's child, and to care for the newborn child; for placement with the employee of a child for adoption or foster care; care for the employee's spouse, son, daughter, or parent with a serious health condition; and because of a serious health condition that makes the employee unable to perform the functions of the employee's job. Employees should refer to the Sick Leave and Family/Medical Leave policy in the AMHA Employee Handbook for more information on qualifying leaves under the FMLA, and employees should contact the Human Resources Director with any questions regarding the application of the FMLA to their situation. Leave under the FMLA will run concurrently with other leaves available under this agreement which are covered by the FMLA.

Section 2. Employees reinstated under the provisions of this Article shall be credited with the service they had when they left the AMHA but shall not accumulate service while on such leave of absence except to the extent provided in Section 1 (d) above.

Any personal leave may not be extended beyond its specific terms without prior, written request to and then approval from, the Executive Director or designee.

ARTICLE 19.
COURT APPEARANCES

Section 1. An employee who is called for jury duty or receives a subpoena for a court appearance as a witness shall exhibit the jury summons or subpoena to his supervisor, absent extenuating circumstances, within one (1) work day of receiving said summons/subpoena, and shall thereupon be excused to perform such service. The employee shall, upon presentation of proof that he did serve, receive his regular hourly rate of pay for his normal working hours and shall remit to AMHA all fees received from the Court for such service.

If such employee is excused from jury duty and still has more than four (4) hours of scheduled work remaining, he shall return to the AMHA and work the rest of his shift.

Section 2. It is not considered proper to pay employees for personal court appearances. Such absences must be applied for as a personal leave of absence under Article 18, Section 1(b), or appropriate available paid leave.

Section 3. Employees shall not be required to come to work prior to reporting for jury duty.

Section 4. Hours paid for under this Article shall be considered hours worked for the purpose of computing overtime pay.

ARTICLE 20.
MILITARY LEAVE

Section 1. Request for military leave shall be granted to employees of the AMHA who are members of the organized reserves of the Armed Forces of the United States or the National Guard in accordance with applicable Federal laws. Employees requesting military leave must submit their orders within twenty-four (24) hours of receiving such orders. The employee shall, upon presentation of proof that he did serve, receive his regularly hourly rate of pay for his normal working hours and shall remit to AMHA all fees received from such military service. In addition, the employee may elect to use accumulated vacation leave up to but not exceeding the length of such military leave.

Section 2. The AMHA shall comply with the applicable Veterans' Re-employment rights under Federal law.

ARTICLE 21.
LAYOFF AND RECALL

Section 1. Layoff Notice

Should layoff become necessary, the UNION and AMHA shall meet to discuss alternatives to layoff upon written request of the UNION.

Whenever it becomes necessary to reduce the work force for reasons such as lack of work, lack of funds, or job abolishment, the AMHA shall layoff in the following manner:

- a) Any temporary or seasonal or part-time employees within the department and classification shall be first to be laid off.
- b) Any probationary employees within the department and classification shall be next to be laid off.
- c) Next to be laid off will be full-time employees, starting with the employee with least seniority within the classification affected.
- d) To avoid layoff an employee may elect to bump the least senior employee in the same Bargaining Unit classification within the agency, or to any previously held classification not vacated due to disciplinary reasons, and/or ability to do the job, or a lower classification within the same department provided the employee has the skill and ability to perform the work.
- e) Whenever possible, the AMHA will provide fourteen (14) days advance notice of a layoff to those employees affected by the layoff; but, in any event, such notice shall be no later than seven (7) days in advance of the layoff. Any such notice shall be provided simultaneously to the UNION.
- f) When affected employees have the same seniority date, layoff shall be determined by the initial of the last name starting A-Z.
- g) Employees shall have two (2) working days from receipt of notice of layoff to inform the AMHA, in writing, of their election under this subsection.

AMHA shall have two (2) working days to confirm or deny the employee's option to bump in conformance with Section 1 (e) of this Article. A denial by AMHA does not waive an employee's right to file a grievance if the employee is not in agreement.
- h) An employee shall have the option of either accepting work in a lower classification within the same department or accepting the layoff at the employee's discretion.
- i) The AMHA and/or its representative(s) will not challenge an employee's right to unemployment compensation who chooses to take layoff rather than bump, unless the employee refuses a recall to a full-time Bargaining Unit position at the AMHA.
- j) In event of layoff, such layoff shall not occur until after all bump and layoff options have been exercised and completed.
- k) In the event that AMHA declares a permanent vacancy in a classification pursuant to Article 14, Section 1, any employee who is on layoff status from said classification must

in writing signed by the employee or UNION representative in the employees absence notify AMHA of intent to be recalled to that classification prior to the awarding of the position under Article 14, Section 2, in order to preserve any recall rights to said classification.

- l) Employees on layoff shall be notified of openings occurring under Article 14, in classifications other than the classifications from which the employee was laid off, and shall have the right to submit a bid pursuant to Article 14. It is further agreed that no new employee shall be hired into such classification ahead of laid off employees so long as the laid off employee has the skill and ability to perform the job in question.
- m) The UNION President and the Chairman of the Grievance Committee shall remain at the top of their respective seniority lists for layoff and recall purposes. Such UNION representatives shall have "Super Seniority" in their appropriate Bargaining Unit classification. Such UNION representative shall be designated in writing to the Human Resources Director.

Section 2. Recall

- a) Recall of employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be first by telephone (to be confirmed the same day by certified mail) and then by certified mail if no contact was made by telephone to the last known number and/or address furnished to the AMHA by the employee.
- b) It shall be the sole responsibility of the employee to give the AMHA a telephone number and address where such a notice is to be made, and mailing to that address shall be conclusive. Employees will be given forty-eight (48) hours from the time of notification by telephone or receipt of certified mail to advise the company of their intent to report to work, and then they must report within five (5) working days of such recall notification.
- c) The AMHA shall keep a record of all laid off employees and laid off employees shall have recall rights pursuant to Article 8, Section 4 (e).

**ARTICLE 22
WAGES**

Section 1. The salary range for Bargaining Unit positions for the first year of the contract (10-01-00 to 9-30-01) shall be in accordance with salary schedule *Exhibit F*.

Section 2. Newly hired employees shall be placed in the appropriate pay grade established for the employee's classification and will be placed at the beginning step of the salary schedule.

Section 3. Salary rates for the second and third years of the contract shall be determined as memorialized by the *Memorandum of Understanding #2*.

ARTICLE 23
INSURANCE

Section 1. All Bargaining Unit employees as set forth in Article 2, Section 2, unless otherwise excluded in accordance with other Articles and Sections of this Agreement, shall continue to receive the same or comparable insurance coverage which is in effect on the effective date of this Agreement. The AMHA shall provide a term life insurance policy on an employee's spouse in the amount of Five Thousand and 00/100 dollars (\$5,000.00) and on each dependent in the amount of Fifteen Hundred and 00/100 dollars (\$1,500.00).

Section 2. The AMHA agrees to provide hospitalization/Surgical/Prescription Drug/Life Insurance coverage comparable to the coverage currently provided to Bargaining Unit employees eligible for coverage under Section 1 of this Article. This shall be paid by the AMHA through September 30, 2003. Employees will contribute toward said coverage and through payroll deduction \$20.00/month for single coverage and \$25.00/month for family coverage for the duration of this Agreement.

- a) The AMHA will provide Medical/Surgical insurance and Major Medical insurance, with single and family deductibles the same or comparable to the current insurance plans.
- b) The AMHA will continue to make an HMO plan available to employees with coverage comparable to the current program.
- c) The AMHA will provide a prescription card with a \$3.00 generic/\$5.00 brand name for the duration of this Agreement.
- d) Effective October 1, 2000, through September 30, 2003, the AMHA shall contribute Forty dollars and seventy-five cents (\$40.75) to the Ohio AFSCME Care Plan for each eligible employee upon completion of the one hundred and twenty (120) calendar day new hire probationary period.
- e) Upon completion of one full year of service AMHA agrees to pay the employees' PERS contribution at the rate of 100%.

ARTICLE 24.
BULLETIN BOARDS

Section 1. The AMHA will provide the UNION with a glass enclosed, locked bulletin board at a location in Central Office agreeable to the parties. This bulletin board may be used by the UNION for posting authorized notices concerning UNION business or social matters only.

Section 2. No notice may contain anything political, controversial, or critical of the AMHA or of any employee or of any other person or organization.

Section 3. No notice shall be posted unless and until it has been approved and initialed for

posting by the Executive Director or designee. Approval to post notices shall not be unreasonably withheld so long as the notice complies with the provisions of this Article. The UNION may also utilize bulletin boards in project maintenance areas under the same terms and conditions. The AMHA reserves the right to remove notices which have not been properly approved and the UNION President or designee will be notified within a reasonable time thereafter.

ARTICLE 25.
LEGALITY

Section 1. It is the intent of the AMHA and the UNION that this Agreement comply in every respect with applicable laws and regulations which have the affect of law. In the event any provision of this Agreement shall be finally held to be invalid or unenforceable by any governmental authority, the remaining provisions of this Agreement shall not be affected thereby but shall continue in full force and effect. In the event a provision is determined to be unlawful, the AMHA and the UNION shall meet within fourteen (14) days of such determination for the purpose of negotiating an alternative provision.

ARTICLE 26.
EMERGENCY WEATHER CONDITIONS

Section 1. The parties agree that in the event the Governor of the State of Ohio declares an emergency due to the weather, which emergency is applicable to state employees in general in the Akron area, employees covered by this Agreement will be treated for purposes of reporting and pay in the same manner as the Governor of the State of Ohio decrees for public employees, where such Governor declared emergency exists.

Section 2. In emergency conditions which prevent the normal functioning of part or all of the agency and where AMHA determines that part or all of an employee's regularly scheduled work day must be canceled due to such condition(s) such employee shall not suffer a loss in his regular rate of pay for that day.

Section 3. In the event such employee(s) reports to work under such conditions, said employee(s) shall receive premium pay for all hours worked as follows:

- a) 1 ½ times the employee's applicable rate of pay, if during normal work week.
- b) 2 times the employee's applicable rate of pay, if on a Saturday.
- c) 2 ½ times the employee's rate of pay, if on a Sunday.
- d) 3 times the employee's rate of pay, if on a holiday as specified under this Agreement.

ARTICLE 27.
SAFETY COMMITTEE

AMHA agrees to recognize a Safety Committee consisting of two (2) members of the UNION and two (2) members designated by the Executive Director. This Committee shall meet when the parties feel it necessary to resolve or discuss safety problems. However, except in cases of safety matters involving imminent danger to the employee, at least five (5) working days notice shall be given of a desire to hold such a meeting. Any member of the Safety Committee shall be permitted reasonable time to investigate a safety problem when such a matter or condition has been alleged and brought to the Committee member's attention. The same notification procedures for the investigation of grievances under Article 4, Section 5, shall be followed prior to the initiation of such investigation.

ARTICLE 28.
HARASSMENT

The Employer agrees that employees shall not suffer harassment at the work place. Such harassment is considered a violation of the 1964 and 1991 Civil Rights Act.

The current Rules and Regulations on harassment are attached hereto as *Exhibit G*.

ARTICLE 29.
ENTIRE AGREEMENT

Section 1. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter of which the State Employment Relations Board imposes an obligation to bargain and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in its entirety in this Agreement. Therefore, the AMHA and the UNION, for the life of this Agreement, each knowingly, unmistakably, voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject matter covered or referred to in this Agreement.

ARTICLE 30.
DURATION

This Agreement shall be effective October 1, 2000, 12:01 a.m., and shall remain in full force and effect without change until 11:59 p.m., on September 30, 2003. Should either party desire to modify or terminate this Agreement on September 30, 2003, such party shall give written notice of its desire to modify or terminate at least one hundred twenty (120) days prior to such date. If neither party gives notice of its desire to modify or terminate this Agreement as provided above, this Agreement shall continue in force and effect from year to year after September 30, 2003, subject to modification or

AGREEMENT BETWEEN THE AKRON METROPOLITAN HOUSING AUTHORITY and
OHIO COUNCIL 8 OF AFSCME AND LOCAL NO. 3707, - EFFECTIVE OCTOBER 1, 2000 - SEPTEMBER 30, 2003

termination by either party on one hundred twenty (120) days written notice to the other party prior to September 30 of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of this date:

Local 3707 of the American Federation of State, County and Municipal Employees, AFL-CIO:

Jose M. Schneckenburger
Kimberly A. Wilson
Alveria Walker
Priscilla Fain

The Akron Metropolitan Housing Authority:

Anthony W. O'Leary
Christina C. Zubasny
Jeff J. Truizini
Virginia Rubenow

The Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO:

Fred H. Hantel

**MEMORANDUM OF UNDERSTANDING #1
between
AKRON METROPOLITAN HOUSING AUTHORITY
and
AFSCME LOCAL 3707, OHIO COUNCIL 8, AFL-CIO**

Any vacancy that occurs in accordance with Article 17, Sick Leave, Section 7, Long-term Illness Reporting, AMHA will within ten (10) days of having knowledge of the vacancy allow voluntary requests to fill the position. Such transfer shall be at the sole selection and discretion of the Executive Director. The AMHA will post a notice in accordance with Article 14, Promotions and Transfers, Section 1, (a), (b), and (c).

MEMORANDUM OF UNDERSTANDING #2
between
AKRON METROPOLITAN HOUSING AUTHORITY
and
AFSCME LOCAL 3707, OHIO COUNCIL 8, AFL-CIO

This Memorandum of Understanding is entered into this 26th day of SEPTEMBER, 2001 by and between the Akron Metropolitan Housing Authority (AMHA) and AFSCME, Ohio Council 8, Local 3707 (Union).

The AMHA during the first year of this Agreement shall:

- A) Review, analyze and recommend changes to current clerical/technical (AFSCME Local 3707) job descriptions to more accurately reflect the nature of current duties, responsibilities, and requirements. Job descriptions must comply with current federal, state and local regulations and guidelines.
- B) Review job titles and classifications for consistency and appropriateness. Factors to be considered may include, but are not necessarily limited to: duties and responsibilities, working conditions, relationship to other jobs and qualifications.
- C) Determine the extreme competitiveness and internal equity of AMHA's existing compensation structure and schedule. Comparison to include similarly sized public housing providers, within Ohio and comparable local public and private employers.
- D) Recommend a compensation structure based upon the items outlined above in A, B, and C, indicating where each of AMHA's clerical/technical unit positions would fall within that compensation structure. Recommendations must take into account the current contract between AMHA and Local 3707, as well as all applicable state and federal laws and regulations regarding compensation practices.
- E) Estimate the cost impact, if any, of implementing the revised compensation structure.
- F) Review and recommend changes, as necessary, to the existing performance appraisal system to ensure its ability to effectively measure individual performance as specifically outlined within the revised job descriptions and to support the compensation structure.
- G) Recommend methods and procedures for maintaining the recommended compensation schedule on a current basis.
- H) Share the results of the Review Analysis and Recommendations with the Union upon completion.

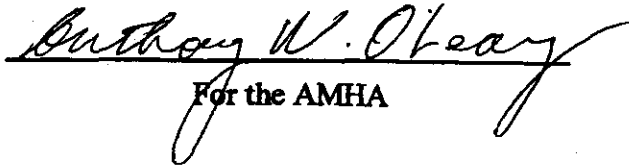
**AGREEMENT BETWEEN THE AKRON METROPOLITAN HOUSING AUTHORITY and
OHIO COUNCIL 8 OF AFSCME AND LOCAL NO. 3707, - EFFECTIVE OCTOBER 1, 2000 - SEPTEMBER 30, 2003**

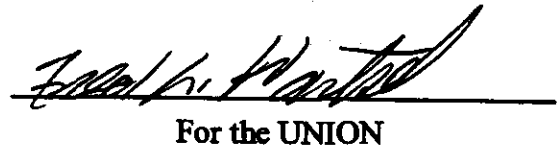
The wages for the second and third year of the Agreement shall be determined by the Review Analysis and Recommendations unless the Union objects pursuant to the dispute resolution procedures provided in Article 11, Section 4 of this Agreement.

The wages of bargaining unit employees for the second and third years of the Agreement shall not be reduced by said study.

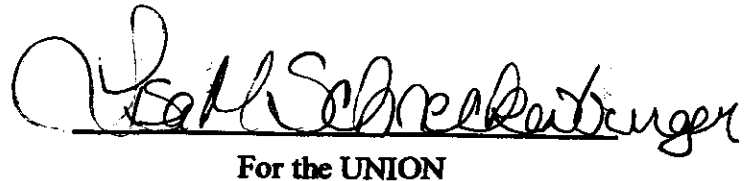
Exhibit H and Addendum 1 and 2 of the expired collective bargaining Agreement shall be deleted from the current Agreement.

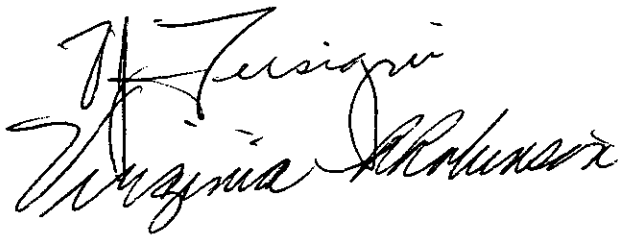
Article 22, Wages, and Article 11, Job Descriptions, shall be amended by the parties to conform with the provisions of this Memorandum of Understanding.


For the AMHA


For the UNION


For the AMHA


For the UNION



ADDENDUM 1

**ALTERNATIVE DISPUTE SETTLEMENT PROCEDURE
AND INTEREST ARBITRATION GUIDELINES**

- Section 1** The parties agree that for purposes of the Wage Re-opener in the second year of the collective bargaining Agreement, instead of using those impasse procedures contained O.R.C. Chapter 4117, they will utilize the following guidelines as an alternate dispute settlement procedure.
- Section 2** The arbitrator shall be selected pursuant to the rules and procedures of the Federal Mediation and Conciliation Service wherein the parties shall jointly request, upon declaration of impasse by either party, a list of nine (9) arbitrators. Upon receipt of the list, the parties shall meet within (5) working days and select an arbitrator using the alternate strike method.
- Section 3** The parties, together with the arbitrator, shall mutually select the date, time and place of the hearing. The arbitrator shall conduct the hearing pursuant to the usual and customary rules of civil procedure concerning the conduct of the hearing, examination of witnesses, the taking of testimony, and the receipt of evidence and documents.
- Section 4** At least forty-eight (48) hours prior to the arbitration hearing, each party shall submit to the arbitrator and serve upon the other party their position on any unresolved issues.
- Section 5** The arbitrator on an issue basis may, with respect to each unresolved issue, select either the Employer or Union's final proposal.
- Section 6** The arbitrator shall take into consideration the following factors, as applicable, before selecting a final proposal:
- a) The review, analysis and recommendation of the independent consultant together with any additional evidence of the employer or Union as to comparability or classification factors to be considered.
 - b) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
 - c) The lawful authority of the public employer;
 - d) The stipulations of the parties;
 - e) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final

offer settlements through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

- f) The arbitrator shall make written findings of fact and promulgate a written opinion and order upon the unresolved issues presented to him, and upon the record made before him shall mail or otherwise deliver a true copy thereof to the parties and the Board. Tentative agreements by the parties shall also be submitted to the arbitrator as agreed.
- g) Increase in rates of compensation, if any, may only be effective at the start of the second year of the Agreement.
- h) All final offer settlement awards and orders of the arbitrator made pursuant to Chapter 4117 of the Revised Code are subject to review by the court of common pleas having jurisdiction over the public employer as provided in Chapter 2711 of the Revised Code.
- i) The issuance of a final offer settlement award constitutes a binding mandate to the public employer and the exclusive representative to take whatever actions are necessary to implement the award.

Section 7 The arbitrator shall render his decision within fourteen (14) calendar days of the date of the hearing. The arbitrator, in reaching his decision, shall not ignore, add to, or modify any of the above factors. The decision of the arbitrator shall be final and binding on the parties. The decision of the arbitrator may, however, be appealed to a court of common pleas for an order to vacate, modify, correct or confirm the award pursuant to R.C. 4117.10 and R.C. Chapter 2711. In such event, the parties agree that those provisions of the contract that the arbitrator ruled upon that are not in controversy shall be implemented.

Section 8 Parties shall bear equally the cost of this alternate dispute settlement procedure.

Section 9 The UNION waives any and all rights to strike under O.R.C. Chapter 4117.

EXHIBIT A

AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION



	AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION NATIONAL PEOPLE COMMITTEE
	AFSCME COUNCIL/LOCAL _____
<i>last name</i> <i>first</i> <i>middle</i>	<i>street</i>
<i>street</i>	<i>city</i> <i>state</i> <i>zip</i>
<i>city</i> <i>state</i> <i>zip</i>	Effective the pay period beginning (date) _____ I request you deduct from my earnings, regular payroll deductions in the amount authorized above for a voluntary contribution to be paid to the Treasurer of the National PEOPLE Committee, AFSCME, AFL-CIO, P.O. Box 6587, Washington, D.C. 20009, to be used in accordance with the Bylaws of the National PEOPLE Committee for the purpose of making political contributions. My contribution is voluntary and I understand that it is not required as a condition of employment and that I may revoke this authorization at any time by giving written notice.
<i>Social Security Number</i>	<i>signature</i> <i>date</i>
COMPLETE ONE BLANK ONLY:	A Copy of the PEOPLE Committee report is filed with the Federal Elections Commission and is available for purchase from the Federal Election Commission, Washington, D.C.
_____ % of my monthly salary	
_____ per pay period 	

EXHIBIT B

TIME SPENT FOR UNION ACTIVITY OR GRIEVANCE HANDLING
AMHA FORM

Date	_____	Shift	_____
Union Representative	_____		
	Name	Department	
Union Activity/Grievance	_____		
Left at	_____	Returned at	_____
	Time		Time
Total Hours	_____		
Signatures:	_____		
	Union Representative		

	Foreman		
Note: Original copy to be attached to time card. Duplicate copy to be retained by Union Representative.			
<i>note: example of form AMHA-258 (not an exact replica)</i>			

EXHIBIT C

CORRECTIVE ACTION REPORT
AMHA FORM - Page 1 of 2

DATE: _____

EMPLOYEE NAME: _____

DEPARTMENT: _____

TYPE OF CORRECTIVE ACTION:

- VERBAL**
- WRITTEN**
- FINAL WRITTEN**
- SUSPENSION (MAY BE USED IN LIEU OF FINAL WRITTEN)**
- Dismissal**

PRIOR CORRECTIVE ACTION ISSUED:

- | | | | |
|--------------------------|----------------------|-------------|-------|
| <input type="checkbox"/> | VERBAL | DATE | _____ |
| <input type="checkbox"/> | WRITTEN | DATE | _____ |
| <input type="checkbox"/> | FINAL WRITTEN | DATE | _____ |
| <input type="checkbox"/> | SUSPENSION | DATE | _____ |

DISCUSSION OF THE ISSUES LEADING TO CORRECTIVE ACTION:

EXHIBIT C

CORRECTIVE ACTION REPORT
AMHA FORM - Page 2 of 2

EXPECTATIONS FOR IMPROVED PERFORMANCE BY EMPLOYEE:

CORRECTIVE ACTION IF EMPLOYEE PERFORMANCE DOES NOT IMPROVE:

SIGNATURES:

DATE

MANAGER/SUPERVISOR

DATE

HUMAN RESOURCES DIRECTOR

DATE

EXECUTIVE DIRECTOR (REQUIRED FOR SUSPENSION OR DISMISSAL)

DATE

**EMPLOYEE (EMPLOYEE'S SIGNATURE DOES NOT INDICATE AGREEMENT BUT SIMPLY
ACKNOWLEDGES THAT HE/SHE HAS BEEN NOTIFIED OF THE CORRECTIVE ACTION.)**

WITNESS (IF EMPLOYEE REFUSES TO SIGN)

**BARGAINING UNIT REPRESENTATIVE (IF
APPLICABLE)**

note: example of AMHA form (not an exact replica)

EXHIBIT D

AMHA ADVANCE PAY FORM

NAME _____ CURRENT DATE _____

CURRENT CLASSIFICATION _____ REGULAR EMPLOYMENT SITE _____

SITE WHERE ADVANCED WORK WAS PERFORMED _____ ASSIGNED BY _____

DATE OF WORK _____ NO. HOURS WORKED _____ SPECIFIC TIME _____ AM/PM _____ AM/PM

WHAT HIGHER POSITION WAS PERFORMED _____

DESCRIBE ADVANCED WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON WHY YOU WORKED IN THIS POSITION)

DATE OF WORK _____ NO. HOURS WORKED _____ SPECIFIC TIME _____ AM/PM _____ AM/PM

WHAT HIGHER POSITION WAS PERFORMED _____

DESCRIBE ADVANCED WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON WHY YOU WORKED IN THIS POSITION)

DATE OF WORK _____ NO. HOURS WORKED _____ SPECIFIC TIME _____ AM/PM _____ AM/PM

WHAT HIGHER POSITION WAS PERFORMED _____

DESCRIBE ADVANCED WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON WHY YOU WORKED IN THIS POSITION)

SUPERVISED IN ADVANCED CLASSIFICATIONS BY _____

I CERTIFY THE ABOVE IS A TRUE AND ACCURATE REPRESENTATION OF WORK PERFORMED AS SPECIFIED.

EMPLOYEE'S SIGNATURE

REVIEWED BY FOREMAN/MANAGER

COMMENTS (USE BACK OF PAGE IF ADDITIONAL SPACE IS REQUIRED)

(PERSONNEL/PAYROLL INFORMATION ON REVERSE SIDE)

note: example of form AMHA-320 (not an exact replica)

AMHA ABSENCE FORM

AKRON METROPOLITAN HOUSING AUTHORITY
CERTIFICATION OF ABSENCE FOR ILLNESS

Regulations

1. All employee absence must be certified by the employee, and the immediate supervisor.
2. All certification for absence must be authorized by the Personnel Office, before payment can be made.
3. Sick leave of three days or more may require medical verification, upon the request of the AMHA.
4. The filing of any false statement, concerning an absence, shall be considered grounds for disciplinary action, suspension, or termination.

CERTIFICATION BY EMPLOYEE AND IMMEDIATE SUPERVISOR

Name _____ Position Title _____
Location _____ Date(s) of Absence _____
Number of Work Days _____ Number of Hours _____

01 Employee's Personal Illness
Nature of Illness _____

03 Illness In The Immediate Family

Relationship _____
Name _____ To Employee _____
Nature of Illness _____

I hereby certify that the absence was for the reason stated above. I request that said absence be authorized in accordance with the rules and regulations of the Akron Metropolitan Housing Authority.

Date _____ Signed _____
Employee

Date _____ Certified By _____
Immediate Supervisor

To be filed within two days of the return to work, then forwarded to the Personnel Office. A copy is to be filed in the office of origin.

AUTHORIZATION BY PERSONNEL OFFICE

Date _____ Authorized _____
Personnel Administrator

Remarks _____

PAYROLL OFFICER

Number of Days With Pay _____ Number of Hours With Pay _____
Number of Days Without Pay _____ Number of Hours Without Pay _____

EXHIBIT F

CLERICAL/TECHNICAL STAFF BARGAINING UNIT 2000-2001 SALARY RANGES

Description	Grade	1	2	3	4	5	6	7	8
Central Control Clerk Clerical Assistant Client Services Representative Customer Service Clerk Data Entry Clerk Data Control Clerk Receptionist Typist	1	8.64	9.24	9.84	10.44	11.04	11.64	12.24	12.74
Secretary I	2	8.82	9.42	10.02	10.62	11.22	11.82	12.42	12.92
Computer Operator	3	8.96	9.56	10.16	10.76	11.36	11.96	12.56	13.06
Courier	4	9.25	9.85	10.45	11.05	11.65	12.25	12.85	13.35
Customer Service Representative	5	9.91	10.51	11.11	11.71	12.31	12.91	13.51	14.01
Account Clerk	6	10.02	10.62	11.22	11.82	12.42	13.02	13.62	14.12
Certification Specialist I Management Aide Occupancy Clerk	7	10.10	10.70	11.30	11.90	12.50	13.10	13.70	14.20
Purchasing Technician	8	10.40	11.00	11.60	12.20	12.80	13.40	14.00	14.50
Certification/Application Specialist	9	10.43	11.03	11.63	12.23	12.83	13.43	14.03	14.53
Inventory Specialist	10	10.66	11.26	11.86	12.46	13.06	13.66	14.26	14.76
Certification Specialist II Certification Specialist - Public Housing	11	10.73	11.33	11.93	12.53	13.13	13.73	14.33	14.83
Housing Inspector	12	11.33	11.93	12.53	13.13	13.73	14.33	14.93	15.43
Labor Compliance Specialist	14	11.66	12.26	12.86	13.46	14.06	14.66	15.26	15.76
Program Specialist	15	13.15	13.75	14.35	14.95	15.55	16.15	16.75	17.25
Specification Writer	16	13.22	13.82	14.42	15.02	15.62	16.22	16.82	17.32
Construction Coordinator Contract Specialist Help Desk Representative Housing Management Specialist	17	13.35	13.95	14.55	15.15	15.75	16.35	16.95	17.45
Hardware Technician	18	17.13	17.73	18.33	18.93	19.53	20.13	20.73	21.23

EXHIBIT G

HARASSMENT RULES AND REGULATIONS

The AMHA does not condone in any manner and strictly prohibits harassment of its employees in the workplace by any person or in any form. Such prohibited harassment includes offensive conduct directed at individuals because of their race, national origin, religion, disability, pregnancy, age, military status, or sex. It is both illegal and against the policy of the AMHA for any employee, male or female, to harass another employee by making unwelcome sexual flirtations, advances, or propositions or by creating an intimidating, hostile, or offensive working environment through verbal abuse or physical conduct. Furthermore, no Supervisor shall threaten or insinuate, either explicitly, or impliedly, that an employee's refusal to submit to such advances will adversely affect that employee's employment, evaluation, compensation advancement, assigned duties, shifts, or any other condition of employment or career development.

Any Supervisor or other employee who has been found by the AMHA after appropriate investigation, to have harassed another employee or job applicant will be subject to appropriate investigation, to have harassed another employee or job applicant will be subject to appropriate disciplinary action, consistent with the provisions outlined in this manual, up to and including termination.

Given the nature and consequences of this type of discrimination, the AMHA also recognizes that false accusations of harassment can have serious effects on innocent women and men. Therefore, although the AMHA prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about harassment, if any investigation of a complaint shows that the complaint or information was false, the individual who provided false information will be subject to disciplinary action, up to and including termination. The AMHA will make every effort to protect the rights of the accused and accuser and trusts that all employees will continue to act responsibly to establish a positive working environment, free of discrimination and harassment.

Any employee or applicant who believes he or she has been the subject of harassment should submit a confidential written statement concerning the alleged act immediately (within forty-eight (48) hours after the alleged act occurs) to the AMHA and a thorough investigation of the complaint will be undertaken immediately.

INDEX

	PAGE
<u>A</u>	
ABSENCE FROM WORK	28
ADVANCED PAY	23
ARBITRATION	11
<u>B</u>	
BARGAINING UNIT	4
BARGAINING UNIT REVERSION RIGHT	24
BARGAINING UNIT WORK	5
BULLETIN BOARDS	37
<u>C</u>	
CALL BACK PAY	20
CALL IN PROCEDURE	29
CHANGES IN JOB DESCRIPTION	17
COMPENSATORY TIME	20
CORRECTIVE ACTION	17
CORRECTIVE ACTION NOTICES	18
COURT APPEARANCES	34
<u>D</u>	
DISCHARGE	18
DUES DEDUCTION	6
DURATION OF AGREEMENT	39
<u>E</u>	
EMERGENCY WEATHER CONDITIONS	38
EMPLOYEE EFFORT	4
EMPLOYEE FILE	18
EMPLOYEE TRAINING	22
ENTIRE AGREEMENT	39
EXHIBITS "A" THROUGH "G"	46-53
EQUALIZATION OF OVERTIME	20

INDEX - *Continued*

PAGE

F

F.M.L.A. (FAMILY MEDICAL LEAVE ACT)	33
FAIR EFFORT	4
FAIR SHARE FEE	7
FALSIFICATION OF FORMS	30
FAMILY (IMMEDIATE)	28
FUNERAL LEAVE	31

G

GRIEVANCE	11
GRIEVANCE INVESTIGATION	9
GRIEVANCE STEP 1	11
GRIEVANCE STEP 2	12
GRIEVANCE STEP 3	12
GRIEVANCE STEP 4	12
GRIEVANCE TIME LIMITS	13

H

HARASSMENT	39
HIRING NEW EMPLOYEE	3
HOLIDAY PAY	24
HOLIDAY SICK PAY	25
HOLIDAYS	24
HOURS OF WORK	19

I

ILLNESS REPORTING - LONG TERM	30
IMMEDIATE FAMILY	28
INSURANCE, AFSCME CARE PLAN	37
INSURANCE, LIFE	37
INSURANCE, MEDICAL	37

J

JOB DESCRIPTIONS	17
JOB EVALUATIONS	17
JUST CAUSE	17

INDEX - Continued

	PAGE
L	
LATERAL TRANSFER	22
LAYOFF AND RECALL	34
LEAVE, CHILD REARING	33
LEAVE OF ABSENCE	32
LEAVE OF ABSENCE, EDUCATION	32
LEAVE OF ABSENCE, FAMILY AND MEDICAL ACT (F.M.L.A.)	33
LEAVE OF ABSENCE, PERSONAL	32
LEAVE OF ABSENCE, RETURN TO WORK	32
LEAVE OF ABSENCE, UNION	33
LEGALITY	38
LIGHT DUTY WORK	31
LOCKOUTS	10
M	
MAINTENANCE OF MEMBERSHIP	6
MANAGEMENT RIGHTS	3
MANDATORY OVERTIME	19
MEMORANDUM OF UNDERSTANDING (1 & 2)	41-42
MILITARY LEAVE	34
N	
NEW CLASSIFICATIONS	5
NEW EMPLOYEE PROBATIONARY PERIOD	16
NON-DISCRIMINATION	10
NOTIFICATION, NEW HIRES	8
O	
OVERTIME	19
OVERTIME EQUALIZATION	20
OVERTIME REQUIRED	19
P	
P.E.O.P.L.E. DEDUCTIONS	7
P.E.R.S. PICK-UP	37
PART-TIME EMPLOYEES	5
PATERNITY LEAVE	31

INDEX - *Continued*

	PAGE
PAY INCREASES	36
PAY PERIODS	20
POSITION REALIGNMENT	23
PREAMBLE/PURPOSE	3
PREGNANCY	29
PROBATIONARY PERIODS	16
PROMOTIONAL POSTINGS	21
PROMOTIONAL PROBATIONARY PERIOD	23
PROMOTIONAL SELECTION	21
PROMOTIONAL SELECTION CRITERIA	21

R

RECOGNITION	4
RETIREMENT CASHOUT	30

S

SAFETY COMMITTEE	39
SALARY STEPS	36
SCHEDULING OF OVERTIME	19
SCHEDULING OF WORK	3
SENIORITY, DEFINITION	14
SENIORITY, LOSS OF	14
SENIORITY, POSTING	14
SICK LEAVE	28
SICK LEAVE ACCOUNTING	31
SICK LEAVE RETIREMENT CASHOUT	30
STEWARD AREAS	7
STEWARD REPRESENTATION	8
STEWARD REQUESTS	18
STRIKES	10
SUBCONTRACTING OF WORK	4

T

TRANSFER, LATERAL	22
TRANSFER, PAY	23
TRANSFER, SELECTION	22
TRANSFER, TEMPORARY	23
TRANSFER, TRIAL PERIOD	23

INDEX - Continued

	PAGE
U	
UNION ACTIVITY ALLOWANCE	9
UNION DEDUCTIONS	6
UNION OFFICER BUSINESS	9
UNION REPRESENTATION	8
UNION SECURITY	6
UNION STEWARDS	7
UNION STEWARDS LIST	8
UNION STEWARDS NOTIFICATION	8
V	
VACANCY, FILLING	21
VACANCY, NO BID	21
VACANCY, POSTING	21
VACATION	25
VACATION, BUYOUT	27
VACATION, EMERGENCY	27
VACATION, ENTITLEMENT	26
VACATION, SCHEDULING	26
W	
WAGES	36
WEATHER CONDITIONS	38
WITHDRAWAL FROM UNION	6
WORK RULES	16
WORK RULES, POSTING REQUIREMENTS	16
WORK STOPPAGE	10