

AGREEMENT



Between



The Akron
Metropolitan
Housing Authority
and

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

Local No. 3707

Effective: October 1, 2009
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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, Employees 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 a 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. Vacation pay, sick leave and holiday pay will be prorated at 50% for part-time employees regardless of the number of hours they normally work.
- d. Part-time employees shall not receive insurance benefits as described in Article 23, Insurance, Sections 1, 2, 3, 4, 5, 6, 7, 9, 10 of this agreement, but shall receive the benefits described in Article 23, Section 8. 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 OPERS contribution set forth in Article 23, Section 2 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 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 the 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 shall be permitted to address new employees hired to fill bargaining unit positions during the orientation with management representatives present.

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, aid, encourage, suggest, sanction or otherwise condone any such activities.

Section 2. The AMHA agrees that there shall be no lockout 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-INTERFERENCE**

Section 1. 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.

**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 differences orally, outside the formal terms and provisions of the grievance procedure listed below. Differences that cannot be solved 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 will take it up orally with his or her supervisor. The employee will identify the discussion as a 1st step grievance discussion, and the supervisor shall answer the employee's grievance within five (5) working days after the grievance is presented to him/her. A steward must accompany the grievant at this step in order to initiate the grievance.
- 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.

Grievance Mediation:

If the parties mutually agree to submit a grievance to mediation, the party requesting grievance mediation shall contact the Federal Mediation and Conciliation Service and thereafter the parties shall select a mediator in accordance with AAA rules and procedures.

Each party may have up to four (4) representatives as participants in the mediation effort. Persons representing the parties will be vested with full authority to resolve the issues being considered. Either party may terminate the mediation at any time.

The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. No oaths will be administered and no verbatim record of the proceeding will be taken. The formal evidence rules will not be applied. The mediator may employ all of the techniques commonly associated with mediation including private caucuses with the parties. Written materials presented to the mediator will be returned to the submitting party at the conclusion of the mediation meeting.

Mediation efforts will be informal in nature and will not include written opinions or recommendations from the mediator. In the event the Union appeals to binding arbitration a grievance that has been mediated, there will be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in mediation conference may be used against it in arbitration.

At the mediation conference, the mediator will first seek to help the parties in reaching a mutually satisfactory settlement of the grievance that is within the parameters of the collective bargaining agreement. If the Union and the AMHA reach a settlement, the parties will enter into a

settlement agreement at the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.

If a grievance remains unresolved at the end of the mediation session, the mediator will provide an advisory opinion about how the grievance is likely to be decided if it is presented at arbitration. This opinion is not binding and is inadmissible in the subsequent arbitration proceeding.

Either party may within ten (10) working days of its receipt reject the advisory opinion of the mediator.

The dates, time and place of a mediation session will be determined by mutual agreement of the parties. Each party will designate a representative responsible for scheduling mediation sessions.

The parties will share fees and expenses for grievance mediation equally.

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. Should any grievance not be settled satisfactorily at the third step, the Union may, within thirty (30) calendar days of the receipt of the third step answer from the AMHA, submit a request for arbitration to the AMHA Executive Director, or the director's designee, and at the same time submit a written request to the Federal Mediation and Conciliation Services for an arbitration panel comprised of seven (7) arbitrators. The Executive Director, or the designee, shall be furnished a copy of the arbitration panel request. The Arbitrator shall be selected from this panel within fifteen (15) days by the parties by any mutually agreeable method chosen by the parties, which would normally involve the alternate striking method. The expenses of the Arbitrator's services and proceedings shall be borne equally by the Union and the AMHA.
- b. The Union must proceed to an arbitration hearing within nine (9) months of submitting a request for arbitration to the AMHA on all grievances that involve back

pay. The Union may request a continuance of a hearing scheduled within the nine (9) month time period, but cannot reschedule an arbitration hearing beyond the nine (9) month time period. Failure to comply with the time periods by the Union or the AMHA shall render the grievance non-arbitrable and the matter shall be considered resolved with the third step response.

- c. The Arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some expressed term or provisions 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.
- d. 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 employees.

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 absences, 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 OPERS 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 5. 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 twelve (12) 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 forty-five (45) 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. The parties agree that an actual work day is a day on which the employee is present for work and is not absent due to a holiday, vacation day, sick leave or other reasons.

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 a 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 the 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 Notice. All verbal and 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 disciplinary actions shall cease to have force and effect after a lapse of eighteen (18) months provided there are no intervening disciplinary actions of a same or similar nature during that period of time. Upon the written request of an employee to the Human Resource Department, records of any disciplinary actions which no longer have force and effect shall be removed from the employee's official personnel file and maintained by the AMHA in a separate file. In some cases, the employee may request removal of verbal or corrective actions from his/her file prior to eighteen (18) months. This request shall be made in writing, to 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 and one-half (8 1/2) 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 (1/2) shift. The break period shall be scheduled as close to the middle of each one half (1/2) 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. Overtime must be authorized in advance.

- 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, vacation time and compensatory time shall be counted as hours worked for purposes of this Section. Sick time will not be counted as hours worked for calculation of overtime. 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.

The AMHA will count compensatory time as time worked for overtime calculations, and state that sick time will not be counted as hours worked for calculation of overtime.

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.

Section 7. Hold Back Pay. A two (2) week hold back of pay for employees may be implemented by the AMHA. If the AMHA implements a two (2) week hold back on pay, the AMHA will give employees one (1) week's advance pay on the first payday on which the two (2) week hold back pay is first implemented. The advance pay will then be paid back to the AMHA by the employees through twenty-six (26) equal payroll deductions. Advance pay will be deducted from the final pay check of employees if they have not fully reimbursed the AMHA for the advance pay.

ARTICLE 14 PROMOTIONS AND TRANSFERS

Section 1. Promotional Postings. When 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 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, employees must complete the verification for the advance pay form (*Exhibit D*) and submit this form to their supervisor prior to the expiration of the next payroll period after they have performed the out of class work.
- c. Employees are not eligible to receive advance pay for time spent in training. Training is not to exceed two (2) weeks without payment of advance pay unless mutually agreed otherwise by the parties.
- d. Employees are not eligible to receive advance pay unless the out of class work by the employee was approved in advance orally and in writing by a 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 Christmas Day* |
| 6. Independence Day | * December 24, 2009 (Thursday) |
| 7. Labor Day | *December 27, 20010 (Monday) |
| 8. Columbus Day | *December 23, 2011 (Friday) |

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>		
	Days	Hours	Per
1 month - 11 months	0-5	3.33	mo.*
12 months	0-5	3.37	mo.*
13 months to end of first full calendar year	5-11	8.00	mo.*
Year 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 11 months, and prorated at 3.37 hours for the twelfth month.

- 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 November 30th of each year and vacation shall be scheduled by December 31st of that year for the following twelve (12) month January to December calendar 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. The AMHA will provide by September 1st of each year a notice to employees who at that time have more than 12 vacation days remaining for use that year. Employees may then request by October 31st to carry over more than 12 vacation days into the next year.
- g. All vacation time must be taken in four (4) or eight (8) hour increments, unless lesser increments are approved by AMHA in its sole discretion. Employees must request and obtain their supervisor's approval 24 hours in advance to take vacation time off. There will be no restrictions on months that employees can schedule vacations.
- h. Employees may, with twenty-four (24) hour advance written approval from their supervisor, choose to use their vacation time on a one-day-at-a-time basis.

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) 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 Executive 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 new 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 work shift.
- 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 the Human Resources Director or the designee 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 the Human Resources Director or the designee 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 Director or the designee 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 OPERS 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) doctor's 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 OPERS, 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.

Employees who have exhausted their sick leave due entirely to FMLA covered absences may take up to three (3) paid days off for funeral leave in the event of the death of an immediate family member.

Section 11. Discipline for Abuse of Sick Leave. The AMHA may discipline employees for sick leave which is being misused, abused or demonstrates an unacceptable pattern of absences in accordance with Article 31 - Attendance and Punctuality.

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 employee 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. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.
- f. 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. Employees must use all accrued paid sick leave benefits for any FMLA leave taken for any reason which qualifies for sick leave under this contract. Employees may substitute accrued unused vacation leave benefits for all or part of any unpaid FMLA leave taken after sick leave benefits have first been exhausted. Employees must request this substitution of vacation pay for unpaid “deduct” time off in writing to the Human Resources Department prior to the exhaustion of the Employee’s sick leave.

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 service, 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 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. Employees who are members of the U.S. Military Reserve or National Guard are eligible for leave for reserve training or emergency military duty in accordance with applicable federal laws. Employees requesting military leave must submit their orders to their supervisor within twenty-four (24) hours or the next work day after receiving such orders. An employee whose period of active service exceeds two weeks per calendar year will not receive his/her AMHA wages during military leave. An employee who is granted a leave of absence not exceeding two weeks in a year to perform active duty or training, upon presentation of proof that he or she did serve, will receive his/her regular hourly rate of pay for normal working hours and shall remit to AMHA all fees received from such military service. Employees who are on military leave for more than two (2) weeks in a year will be subject to the terms of the AMHA's personnel policy on Return from Military Leave, last updated 05/08/06.

**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 employee's 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.

Employees on layoff status will lose their recall rights and all seniority, and will be considered terminated from employment, if they do not respond to an AMHA recall notice made to their last known telephone number and address. Failure of the employee to accept or claim certified mail sent to the employee's last known address will constitute a rejection of the recall notice by the employee and will lead to the employee's loss of recall rights and seniority, and will constitute a termination of the employee's employment.

- 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. Employees will receive a three percent (3%) increase each year of the three (3) year contract, to be reflected in the salary schedule at *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. Increases to

base rate (from new hire rate) to be effective on the first day of the pay period after the successful completion of the probationary period.

Section 3. Increases to ten and twenty years rate to be effective on the first day of the pay period in which the first day of the tenth or twentieth year of service occurs.

**ARTICLE 23
INSURANCE**

Section 1. 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. Effective January 1, 2006, the AMHA shall have the right to modify all health care plan terms, including carriers, co-pay amounts, co-insurance, and deductibles, to be consistent with any modifications made to the health care plan covering the AMHA's administrative and non-bargaining unit employees, but will bargain the effects of the changes prior to implementation.

Upon completion of one full year of service AMHA agrees to pay the Employees' OPERS contribution at the rate of 100%. The AMHA's pick-up contributing to OPERS will be capped at ten percent (10%).

The employee's monthly contributions will be based on a percentage of the COBRA rate established by the AMHA's medical benefit plan third party administrator as follows:

Coverage	Employee's Monthly Cost
Single	7%
Employee + Spouse	7%
Employee + Children	7%
Family (Employee, Spouse/ Children	6%

Section 3. The AMHA's annual in-network deductible for 2006 is \$200 single \$400 family.

Section 4. There is a 10% co-insurance for Employees for in-network medical services, to a limit of \$350 out of pocket per year for the PPO and EPO plans for single coverage and \$700 for spouse/children/family coverage for 2006. Non-network co-insurance remains the same for Employees.

Section 5. Employee prescription drug co-pays will be as follows:

Retail	
Generic	\$5.00
Preferred Brand	\$20.00
Non-Preferred Brand	\$40.00

Mail Order

Generic	\$10.00
Preferred Brand	\$20.00
Non-Preferred Brand	\$40.00

Section 6. Office visit co-pays for 2006 are as follows: EPO: \$10.00; PPO: \$20.00.

Section 7. AMHA will contribute \$51.00 per month per employee to the AFSCME Care Plan during the term of the contract for the following benefits: Life Insurance, \$7.50; Vision Level II, \$12.00; Hearing, \$.50; Dental, \$26.00; and Legal, \$5.00. Any additional premiums charged by AFSCME are to be paid by the employees.

Section 8. AMHA employees who are married as husband and wife, and both choose AMHA coverage, must be on the same AMHA medical plan, with one spouse the primary participant and the other employee electing Spousal coverage as a dependent.

Section 9. AMHA employees who elect medical insurance coverage for themselves and their family members from another non-AMHA plan will receive a lump sum stipend, at the end of the benefit year, if the applicable employee and dependents remain off the plan for the full twelve month plan year, under the following schedule:

- Employee waiving single coverage would receive a \$500 stipend.
- Married employees waiving spousal coverage only would receive a \$300 stipend.
- Employees waiving coverage for all children would receive a \$300 stipend.
- Employees may receive a maximum of \$1,100 for waiver of coverage.
- Employees and dependents must provide proof of other coverage in order for the employee to receive the stipend.

Section 10. The AMHA will implement a Section 125 plan for employees to pay their medical insurance contributions with “before tax” dollars.

Section 11. Employees will be eligible to enroll, at no cost to them, in a short term disability plan selected by the AMHA in its discretion.

**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:

- 1 ½ times the employee's applicable rate of pay, if during normal work week.
- 2 times the employee's applicable rate of pay, if on a Saturday.
- 2 ½ times the employee's rate of pay, if on a Sunday.
- 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
LABOR MANAGEMENT COMMITTEE**

Unless mutually agreed otherwise, Labor-Management meetings will be held bi-monthly on a specified day and time. No more than three (3) representatives of Management, including but not limited to the Labor Relations Administrator, shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious relationship between the Union and the Employer.

An agenda will be furnished at least three (3) working days in advance of the scheduled meeting by the parties. The purpose of such meeting shall be to:

- a. Discuss the administration of this Agreement.
- b. Notify the Union of changes made by Management which affect bargaining unit employees.
- c. Jointly discuss the need for upgrading the current employees, in terms of providing and/or identifying training and education opportunities to meet future needs and programs of the Department.
- d. Disseminate general information of interest to the parties.
- e. Give both parties the opportunity to share their views and make suggestions on the subjects of interest.

It is further agreed that if special Labor-Management meetings have been requested, they shall be convened as soon as feasible.

Union representatives of the Labor-Management Committee shall not suffer loss in pay for attendance at meetings provided by this Article. However, such meetings which extend beyond the work day shall be on non-paid time.

Within fifteen (15) days from the date of any Labor-Management meeting, Management shall respond in writing to the Union on any issues which require an answer.

ARTICLE 30 FINAL TENTATIVE AGREEMENT LANGUAGE

It is hereby agreed by and between the Akron Metropolitan Housing Authority, (Employer) and AFSCME, Ohio Council 8 and Local 3707, (Union) that in full and final settlement of the successor collective bargaining agreement, the following shall be implemented:

1. The parties shall clarify each Tentative Agreement, citing article, section and the actual agreed upon language.
2. The parties shall number and bind the individual signed Tentative Agreements, provided they include complete language and incorporate them by references on this list.
3. All Tentative Agreements must be attached to the final Tentative Agreement Form and all parties must sign the agreement.

It is further agreed that both the Employer and the Union negotiating committees fully support and endorse this settlement and will actively recommend it to their respective constituencies.

ARTICLE 31 ATTENDANCE & PUNCTUALITY

Section 1. Absenteeism Provision. An incident of absence is any day, consecutive days or more than two (2) hours of a day that an employee is not at work other than for FMLA qualifying reasons, funeral leave, subpoenaed court appearances, jury duty, certified military obligations, workers' compensation leaves, holidays, vacation days, hospitalization, same-day outpatient surgery, and other previously approved leaves of absences as defined in Article 18.

For purposes of this section, "same-day outpatient surgery" shall be defined as surgery by a medical doctor, doctor of osteopathy, or oral surgeon which does not result in hospitalization and does not require the employee to be out of work more than one day. Employees will not receive an incident of absence under this article if they utilize their available paid sick time for the day, and provide medical certification of the planned surgery by the surgeon at least seven (7) days in advance of the surgery, except in the case of a medical emergency.

Section 2. Employees shall be disciplined for their respective number of incidents of

absenteeism that occur within a rolling twelve (12) month period in accordance with the following schedule:

- six (6) incidents - verbal counseling
- seven (7) incidents - written corrective action
- eight (8) incidents - final written corrective action
- nine (9) incidents - suspension (1 to 3 days working or non-working suspension, at management's discretion)
- ten (10) incidents - Dismissal

Section 3. Tardiness Provision

- A. Tardiness shall be defined as any employee who is more than six (6) minutes late for the beginning of the shift.
- B. If an employee is late at least six (6) minutes, but less than two (2) hours, it will count as a tardy incident rather than an absenteeism occurrence.
- C. Employees shall be disciplined for their respective number of incidents of tardiness that occur within a rolling twelve (12) month period in accordance with following schedules:
 - six (6) incidents - verbal counseling
 - eight (8) incidents - written corrective action
 - ten (10) incidents - final written corrective action
 - eleven (11) incidents - suspension (1 to 3 days working or non-working suspension, at management's discretion)
 - twelve (12) incidents - Dismissal

Section 4. Attendance or tardiness incidents which arise while a prior incident is under review by the AMHA will result in discipline at the next step upon conclusion of the AMHA review, if that pending review concludes that an incident occurred.

Section 5. Exceptional Attendance Award. Employees with exceptional attendance for an entire calendar year will receive an additional paid holiday in the next calendar year at a time mutually scheduled by the employee and the employee's Supervisor. The additional paid holiday will be based on hours worked per year by the employee, (*i.e.*, 2080) hours per year minus vacation time used, holidays, funeral leave and court leave.

**ARTICLE 32
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 33
DURATION**

This Agreement shall be effective October 1, 2009, 12:01 a.m. and shall remain in full force and effect without change until 11:59 p.m. on September 30, 2012. Should either party desire to modify or terminate this Agreement on September 30, 2012, 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, 2012, subject to modification or termination by either party on one hundred twenty (120) days written notice to the other party prior to September 30 of any subsequent year.

**ARTICLE 34
UNIFORMS**

Section 1. Each calendar year the AMHA shall provide a maximum total allowance of \$300 per year for the HCVP Inspectors, MIS Hardware Technicians, Personnel Courier, and Inspection Coordinator/Scheduler to purchase approved AMHA uniforms (and optional safety shoes). Employees must wear their AMHA provided uniforms while on duty and must be properly maintained by the affected employee.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

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

Angelita Stumpo

Ally Kane

Michelle Stumpo

The Akron Metropolitan Housing Authority:

Tom J. Feruzini

[Signature]

[Signature]

[Signature]

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

Janis J. Mahon

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).

EXHIBIT B
TIME SPENT FOR UNION ACTIVITY OR GRIEVANCE HANDLING AMHA FORM

TIME SPENT FOR UNION ACTIVITY OR GRIEVANCE HANDLING
AMHA FORM

Date: _____	Shift: _____
Union Representative: _____	
Name	Department
Union Activity/Grievance: _____	

Left at: _____	Returned at: _____
Total Hours: _____	
Signatures: _____	
Union Representative	

Forman	
NOTE: Original copy to be attached to time card. Duplicate copy to be retained by Union Representative.	

**EXHIBIT C
CORRECTIVE ACTION REPORT**

AMHA FORM - Page 1 of 2

Corrective Action Report

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:

- Verbal _____ (Date)
- Written _____ (Date)
- Final Written _____ (Date)
- Suspension _____ (Date)

Discussion of the issues leading to Corrective Action:

**EXHIBIT C
CORRECTIVE ACTION REPORT**

AMHA FORM - Page 2 of 2

Corrective Action Report

Page 2

Employee:

Expectations for improved performance by employee:

Corrective action if employee performance does not improve:

Employee Comments:

Signatures:

Manager/Supervisor Date

Human Resources Manager 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.)* Date

Witness *(If employee refuses to sign)*

Bargaining Unit Representative *(If applicable)*



OUT-OF-CLASSIFICATION (ADVANCE PAY) FORM



(Note: fill out separate form per "Higher Classification" worked within pay period)

(If worked in more than one "Higher Classification" per pay period, submit separate Out-Of-Classification (Advance Pay) Forms for each higher classification worked)

Name: _____ ID#: _____ Dept# _____ Pay Ending Date: _____

Please Print

WORK PERFORMED IN WHAT HIGHER CLASSIFICATION: _____

CURRENT CLASSIFICATION: _____

for Payroll Use Only	Higher Class Rate: _____	Difference
	Current Class Rate: _____	

Date Worked: _____ From: _____ am / pm To: _____ am / pm Total Hours (in tenths): _____

DESCRIBE OUT-OF-CLASS WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON AS TO WHY YOU WORKED IN THE HIGHER CLASS):

Date Worked: _____ From: _____ am / pm To: _____ am / pm Total Hours (in tenths): _____

DESCRIBE OUT-OF-CLASS WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON AS TO WHY YOU WORKED IN THE HIGHER CLASS):

Date Worked: _____ From: _____ am / pm To: _____ am / pm Total Hours (in tenths): _____

DESCRIBE OUT-OF-CLASS WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON AS TO WHY YOU WORKED IN THE HIGHER CLASS):

Date Worked: _____ From: _____ am / pm To: _____ am / pm Total Hours (in tenths): _____

DESCRIBE OUT-OF-CLASS WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON AS TO WHY YOU WORKED IN THE HIGHER CLASS):

Date Worked: _____ From: _____ am / pm To: _____ am / pm Total Hours (in tenths): _____

DESCRIBE OUT-OF-CLASS WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON AS TO WHY YOU WORKED IN THE HIGHER CLASS):

I certify the above to be a true and accurate representation of out-of-classification work performed as specified.

Supervisor's signature attests to their confirmation of out-of-classification work performed as specified above.

Employee's Signature

Supervisor's Signature

EXHIBIT D
AMHA ADVANCE PAY FORM

EXHIBIT E
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
Name _____ Relationship 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 2009-2010 SALARY RANGES**

**AKRON METROPOLITAN HOUSING AUTHORITY
CLERICAL/TECHNICAL STAFF BARGAINING UNIT 10/01/09 - 09/30/10 SALARY RANGES**

CODE	DESCRIPTION	GRADE	NEW HIRE RATE	BASE RATE	SENIORITY	
					10 YEARS	20 YEARS
20101 01712	CONSTRUCTION COORDINATOR HARDWARE TECHNICIAN	C-7	20.94	21.94	22.54	23.17
20413 20102	CONTRACT SPECIALIST HOUSING MANAGEMENT SPECIALIST	C-6	16.80	17.59	18.07	18.56
20704 20306 20305 20206	FIXED ASSETS/ACCT. COORDINATOR HOUSING INSPECTOR LABOR COMPLIANCE SPECIALIST SPECIFICATION WRITER	C-5	15.35	16.06	16.48	16.92
20412 20513	HELP DESK REPRESENTATIVE PURCHASING TECHNICIAN	C-4	14.31	14.97	15.36	15.76
20410 20304 20414	CERTIFICATION/APPLICATION SPECIALIST CERTIFICATION SPECIALIST II RECERTIFICATION SPECIALIST	C-3	14.07	14.72	15.10	15.51
20512 20405 20409 20510 20411 20506 20502	ACCOUNT CLERK CERTIFICATION SPECIALIST I HOUSING PLACEMENT CLERK INSPECTION COORDINATOR/SCHEDULER INVENTORY SPECIALIST MANAGEMENT AIDE PURCHASING CLERK	C-2	13.42	14.03	14.39	14.78
20505 20509 20701 20511 20507 20603 20604 20501	CENTRAL CONTROL CLERK CLIENT SERVICES REPRESENTATIVE COURIER CUSTOMER SERVICE CLERK DATA CONTROL CLERK DATA ENTRY CLERK RECEPTIONIST SECRETARY I	C-1	12.11	12.63	12.96	13.29

For advance pay, take the difference between the higher classification pay and the base rate (or 10 year or 20 year seniority rate) and add the difference to their current rate of pay.

EXHIBIT G HARASSMENT RULES AND REGULATION

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 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.

MEMORANDUM OF UNDERSTANDING #2

It is hereby agreed by Akron Metropolitan Housing Authority and AFSCME Local 3707 that the following is a list of inactive and abolished classifications that were included in the bargaining unit and that at such time they become active again under the same or different title they remain part of the bargaining unit.

Central Control Clerk

Clerical Assistant

Computer Operator

Housekeeping Services Team Leader

Housing Management Assistant

Management Assistant, Section 8

Office Supply Clerk

Payroll Coordinator

Program Specialist

Typist

Account Specialist

Housing Representative

MEMORANDUM OF UNDERSTANDING #3

The AMHA and the Union agree that it is in the best interests of both parties to expedite the arbitration of grievances involving backpay. In rendering a backpay award, the arbitrator may take into consideration any undue delay, occasioned by either party, in proceeding with this matter to arbitration.