

2006 Negotiations TA's

July 13, 2006 – Ground Rules

Non-Economics

August 1, 2006 – Article 16, Section 4 - Vacation Scheduling

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. 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. 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. All vacation time must be taken in four (4) or eight (8) hour increments, unless increments are approved by AMHA in its sole discretion. Employees only need to request and obtain their supervisor's approval 24 hours in advance to take vacation time off. There will be no restrictions on months and employees can schedule vacations. 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.

August 1, 2006 – Article 4, Section 3 – Representation

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.

August 1, 2006 – Article 12, Section 2 – Corrective Action Procedure

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.

August 1, 2006 – Article 31, Section 3A – Attendance & Punctuality

A. Tardiness shall be defined as any employee who is more than six (6) minutes late for the beginning of the shift.

August 1, 2006 – Article 33 – Duration

This Agreement shall be effective October 1, 2006, 12:01 a.m. and shall remain in full force and effect without change until 11:59 p.m. on September 30, 2009. Should either

party desire to modify or terminate this Agreement on September 30, 2009, such party shall give written notice of it's desire to modify or terminate at least one hundred twenty (120) days prior to such date. If neither party gives notice of it's desire to modify or terminate this after September 30, 2009, 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.

August 1, 2006 – Signature Page

Change the date on page 31 from 2004 to 2006.

August 22, 2006 – Article 31, Section 2 – Attendance & Punctuality

Change the number of incidents leading to verbal warnings from 4 to 6. Written warnings will start at 7.

August 22, 2006 – Article 18(e) – Leave of Absence

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.

August 24, 2006 – Article 31, Section 1 – Attendance & Punctuality

An incident of absence is any day, consecutive days or part of a day two (2) hours or more 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 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 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.

Economics

September 11, 2006 – Article 2, Section 5 (c) - Part Time Workers

Vacation pay, sick leave and holiday pay will be pro-rated at 50% for part-time employees, regardless of the number of hours they normally work.

September 11, 2006 – Article 14, Section 8 – Out of Class Pay, Advance Pay

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 to by the parties.

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.

Employees must request advance pay prior to the expiration of the next payroll period after they have performed the out of class work.

September 11, 2006 - Article 20, Section 1 – Military Leave

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.

September 11, 2006 - Article 23 – Insurance

Remove the last two (2) sentences in the first paragraph in Section 2 of Article 23. (Any changes made to the plan by the AMHA for 2006 will remain the same for the remainder of the contract. AMHA will not increase monthly cost contributions by employees more than 10.00 per month in 2006 (see chart below).)

September 11, 2006 – Article 23 – Insurance

Employees will be eligible to enroll in a long term disability plan at no cost to them.

September 11, 2006 – Article 22 – Wages

Wage re-opener negotiations for years 2 and 3 of the contract.

September 20, 2006 – Article 23 – Insurance

Employee contributions will be 7% of the AMHA's Insurance costs/premium for all plans except the Employee & Family Plan which will be at 6%.

The AMHA will implement a Section 125 Plan for employees to pay their co-insurance premiums with "before-tax" dollars.

September 20, 2006 – Article 22 – Wages

.40 cents wage increase for the first year of the contract and wage re-opener negotiations for years 2 and 3 of the contract, to include re-opener negotiations on OPERS pickup contribution.

September 20, 2006 – Article 23 – Section 10 – Insurance

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.

September 20, 2006 – Article 23 – Section 10 – Insurance

Create Section 125 pre tax plan for employee insurance contribution.

September 20, 2006 – Article 31 – Section 5 – Attendance & Punctuality - 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.

September 20, 2006 – New Article – Uniforms – Section 1

Each calendar year the AMHA shall provide a maximum total allowance of \$250.00 per year for the HCVP Inspectors, MIS Hardware Technician, and Personnel Courier 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.

September 20, 2006 - Memorandum of Understanding

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