

TENTATIVE AGREEMENT

between

THE AKRON METROPOLITAN HOUSING AUTHORITY

and

**OHIO COUNCIL 8, THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

and

LOCAL NO. 3707

**PRESENTED TO MEMBERSHIP
SEPTEMBER 09, 2009**

**EFFECTIVE: OCTOBER 1, 2006 9
EXPIRES: SEPTEMBER 30, 2009 12**

The parties, Akron Metropolitan Housing Authority and the AFSCME Local 3707 C/T and Ohio Council 8, agree to retain the current language of the Collective Bargaining Agreement and all Memorandums of Agreement, except for the following additions, deletions, and/or modifications:

1. **ARTICLE 6 - NON-DISCRIMINATION: Delete in its entirety.**

2. **ARTICLE 7 THRU END OF CONTRACT gets renumbered.**

3. **ARTICLE 22 - WAGES**

Section 1. The salary range for bargaining unit positions ~~for the first year of contract, October 1, 2006 to September 30, 2007~~ shall be in accordance with the salary **scheduled at Exhibit F, which** reflects an increase of ~~\$.40~~ **3%** per hour **contract year** per employees **as follows October 1, 2009 - 3% increase, October 1, 2010; 3% increase and October 1, 2011; 3% increase. (@2.8%).** ~~The parties will reopen negotiations on wages for the second and third years of the contract.~~

Section 2. Remain status quo.

Section 3. Remains status quo.

4. **ARTICLE 23 - INSURANCE**

Section 1. Remains status quo.

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 **ten percent (10%)**. ~~The parties agree to reopen negotiations on OPERS employee "pickup" contributions for the second and third year of the contract.~~

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:

<u>EPO</u>	<u>2006</u>
Generic	\$3.00
Preferred Brand	\$10.00
Non-Preferred Brand	\$20.00

<u>PPO</u>	
Generic	\$3.00
Preferred Brand	\$10.00
Non-Preferred Brand	\$20.00

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

Section 7. AMHA will ~~continue to pay \$40.75~~ **\$51.00** per employee, per month 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 2 \$26.00; and Legal \$5.00.**

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 for 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.

5, ARTICLE 31 - ATTENDANCE AND PUNCTUALITY

Section 1. Absenteeism Provision. An incident of absence is any day, consecutive days or ~~part of a day two (2) hours or more,~~ **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 3. Tardiness Provision. Remains status quo.

Section 4. Remains status quo

Section 5 Exceptional Attendance Award. Remains status quo.

6. **ARTICLE 32 - DURATION**

This Agreement shall be effective October 1, ~~2006~~ **2009**, 12:01 a.m. and shall remain in full force and effect without change until 1159 p.m. on ~~September 30, 2009.~~ **September 30, 2012.** Should either party desire to modify or terminate this Agreement on ~~September 30, 2009,~~ **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 desire to modify or terminate this agreement as provided above,** agreement shall continue in force and effect from year to year after September 30, ~~2009,~~ **2010**, subject to modification or termination by either party on one hundred (120) days within the notice to the other party prior to September 30, of any subsequent year.

7. **ARTICLE 33 - UNIFORMS**

Section 1. Each calendar year the AMHA shall provide a maximum total allowance of \$250 ~~\$300~~ per year for ~~the HCVP~~ **All** Inspectors, MIS Hardware Technician ~~and~~ 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.

8. **SIGNATURE PAGE.** IN WITNESS WHERE OF, the parties hereto have duly executed this Agreement as of this date: _____, ~~2006~~ **2009.**