

TENTATIVE AGREEMENT
SEPTEMBER 16, 2015

AKRON METROPOLITAN HOUSING AUTHORITY
AND
OHIO COUNCIL 8, AND LOCAL 3707
BOTH
OF THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

The following constitutes the Tentative Agreement between the parties as follows:

1. CONTRACT COVER PAGE - The Employer and the Union agree that cover page of the agreement shall reflect a new contract duration of January 1, 2016 to December 31, 2018.
2. ARTICLE 2 - RECOGNITION - This article has been amended as follows:

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, Certification/Application Specialist, Clerical Assistant, Computer Operator, Construction Coordinator, Courier, Data Control Clerk, Data Entry Clerk, Hardware Technician, Hardware/Network Technician, Help Desk Representative, 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: Account Specialist-HCVP, Accounting Manager, Accounting Technician, Appeals Hearing Officer, Assist Real Estate Development Manager, Assistant Maintenance Supervisor, Assistant Property Manager, Assistant Contracting Officer, Capital Projects Manager, Chief Administrative Officer, Chief Investigator, Construction Director, Continued Assistance Supervisor, Contract Maintenance Supervisor, Contracting & Leasing Supervisor, Contracting Officer, Deputy Director of Administration, Deputy Director of Operations, Department Administrative Assistant, Director's Office Administrative Assistant Float, Director of HR & Legal, Director of Resident Services, Director-Strategic Engagement, ECI Manager, Evaluation & Research Coordinator, Executive Assistant, Executive Director, Financial Analyst Affiliated Entities, Finance Department Administrative Assistant, Finance Director, Financial Analyst, Financial Analyst - HCVP/Payroll, Fire Inspector, Housing Quality Standards Supervisor, HR Analyst-Compensation/Benefits, HR Analyst-Recruitment/Training, HCVP Manager, Information Systems Director, Inventory-Purchasing-Customer Service Manager, Investigator, Lead Base Coordinator/Maintenance Supervisor, Legal Administrative Assistant, Live-In Tenant Assist, Logistics Manager, Maintenance Training Manager, Maintenance Supervisor, Manager-Housing Operations,

~~Manager of Employee & Labor Relations, Mixed Finance Compliance Manager, Payroll Supervisor, Project Coordinator, Property Manager, Reach Opportunity Center Manager, Real Estate Development Intern, Real Estate Development Manager, Reasonable Accommodation/Mental Health Coordinator, Recertification Supervisor, Resident Services Team Leader, Resident Placement Manager, Resident Placement Quality Control Specialist, Resident Services Manager, Security Advisor, Security Compliance Coordinator, Security Director, Senior Counsel, Service Coordinator, Special Projects Coordinator, Student Intern, Tenant Accounting/Quality Assurance Supervisor.~~

~~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.~~

3. ARTICLE 4 - UNION REPRESENTATION AND STEWARDS - This article has been amended as follows:

Section 3.

- 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.~~

4. ARTICLE 9 - PROBATIONARY PERIODS - This article has been amended as follows:

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~~ ninety (90) calendar 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.~~

5. ARTICLE 12 - CORRECTIVE ACTION PROCEDURE - This article has been amended as follows:

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)~~ **twelve (12) rolling** 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)~~ **twelve (12) rolling** 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.

6. ARTICLE 14 - PROMOTIONS AND TRANSFERS - This article has been amended as follows:

Section 2. - Promotional Selection.

- c. **Employees who have received a final written warning or suspension are not permitted to bid promotional openings for a period of six (6) months subsequent to the issuance of the corrective action.**
- d. **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 4. Lateral Transfer Selection.

- 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 can~~ be filled by lateral transfer requests, **but or** 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 **either a lateral or a** promotion. The resulting opening may then also be filled by a **3rd** 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.
- d. **Employees who have received a final written warning or suspension are not permitted to bid on lateral transfer openings for a period of six (6) months subsequent to issuance of the corrective action.**

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~~ **ninety (90) calendar** 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. **Any employee who fails to successfully complete the trial period shall be prohibited from bidding on promotional or lateral openings for a period of six (6) months.**

7. **ARTICLE 16 - VACATIONS** - This article has been amended as follows:

Section 4. Vacation Scheduling.

- g. All vacation time must be taken in **two (2) or** 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.
8. **ARTICLE 17 - SICK LEAVE** - The Employer and the Union agree to amend Article 17 - Sick Leave - Section 6 by reducing cash out at retirement as stated below at the same point and date that the other bargaining unit (AFSCME Local 2517) has adopted this contract modification. If the other bargaining unit has not agreed to reducing sick leave cash out at retirement then the language in Article 17 - Sick Leave - Section 6 will remain as written in the current agreement.

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.

Effective the same date that has been agreed to by the Akron Metropolitan Housing Authority and AFSCME Local 2517, employees shall receive pay for one-half (½) of their unused accumulated sick leave in an amount not to exceed for four hundred eighty (480) hours. In the event of the death of an employee, the AMHA will pay the employee's estate one-half (½) of the employee's unused accumulated sick leave, in an amount not to exceed four hundred eighty (480) hours. This language shall be the same as what has been adopted in the 2517 contract.

9. **ARTICLE 22 - WAGES** - This article has been amended as follow:

Section 1. Employees will receive a two percent (2%) across the board wage increase effective January 1, 2016, a two percent (2%) across the board wage increase effective January 1, 2017, and enter into a Wage Re-Opener for negotiating wages only for the 2018 contract year at

least sixty (60) days prior to January 1, 2018. These wage increases will be reflected in the salary schedule included in Exhibit F.

~~Section 1. Employees will receive a three percent (3%) October 1, 2012, three percent (3%) increase October 1, 2013, (if it becomes necessary due to financial constraints that would result in layoffs of bargaining unit members, this agreement may be re-opened upon proper notice for the purpose of re-negotiating wages only for the 2013 contract year). October 1, 2014 Wage Re-Opener, to be reflected in the salary schedule at Exhibit F.~~

10. ARTICLE 23- INSURANCE - This article has been amended as follows:

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%. AMHA will no longer pay the Employee's contribution to OPERS for new hires effective January 1, 2016. The AMHA's pick-up contributing of an employee contribution to OPERS for all employees hired prior to January 1, 2016 will be capped at ten percent (10%).

Section 7. AMHA will contribute ~~\$51.00~~ \$89.25 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 ~~H III, \$12.00~~ \$16.25; Hearing, \$.50; Dental ~~IV, \$26.00~~ \$60.00; and Legal, \$5.00. Any additional premiums charged by AFSCME are to be paid by the employees.

11. ARTICLE 31 - ATTENDANCE & PUNCTUALITY - This article has been amended as follows:

Section 1. Absenteeism Provision. An incident of absence is any day, consecutive days or ~~more than two (2)~~ three (3) or more 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)~~ Five (5) incidents - verbal counseling
- ~~seven (7)~~ Six (6) incidents - written corrective action
- ~~eight (8)~~ Seven (7) incidents - final written corrective action
- ~~nine (9)~~ Eight (8) incidents - suspension (1 to 3 days working or non-working suspension, at management's discretion)
- ~~ten (10)~~ Nine (9) incidents - dismissal

Section 3. Tardiness Provision

- A. Tardiness shall be defined as any employee who is more than ~~six (6)~~ seven (7) minutes late for the beginning of the shift.
- B. If an employee is ~~late at least more than six (6)~~ seven (7) minutes late, but less than ~~two (2)~~ three (3) hours late, it will count as a tardy incident rather than an absenteeism occurrence.
- C. If an employee is more than seven (7) minutes late, but less than three (3) hours late due to a medical appointment or procedure, it will not count as a tardy incident provided the employee supplies written confirmation of the appointment or procedure signed by his or her treating physician.
- D. 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)~~ Seven (7) incidents - written corrective action
- ~~Ten (10)~~ Nine (9) incidents - final written corrective action
- ~~Eleven (11)~~ Ten (10) incidents - suspension (1 to 3 days working or non-working suspension, at management's discretion)
- ~~Twelve (12)~~ Eleven (11) incidents - dismissal

12. ARTICLE 33 - DURATION - This article has been amended as follows:

This Agreement shall be effective January 1, 2016, 12:00 a.m. and shall remain in full force and effect without change until 11:59 p.m. on December 31, 2018. Should either party desire to modify or terminate this Agreement, 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 December 31, 2018, subject to modification or termination by either party on one hundred twenty (120) days written notice to the other party prior to December 31st of any subsequent year.

13. ARTICLE 34 - UNIFORMS - This article has been amended as follows:

Section 1. Each calendar year the AMHA shall provide a maximum total allowance of ~~\$300~~ \$325 per year for the HCVP Inspectors, MIS Hardware/Network Technicians, Personnel Courier, ~~and~~ Inspection Coordinator/Scheduler and Labor Compliance Officer 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.

14. EXHIBIT F - CLERICAL/TECHNICAL STAFF BARGAINING UNIT 2012-2013 SALARY RANGES - This exhibit shall be amended to move the classification of Certification Specialist I to the C-3 pay grade and all pay grades will be adjusted to reflect a 2% wage increase effective January 1, 2016 and a 2% wage increase effective on January 1, 2017. (See attached new Exhibit F)
15. All Articles and Sections not mentioned in these Tentative Agreements shall remain as written in the current agreement.

**EXHIBIT F
CLERICAL/TECHNICAL STAFF BARGAINING UNIT 2016 - 2017 SALARY RANGES**

**AKRON METROPOLITAN HOUSING AUTHORITY
CLERICAL/TECHNICAL STAFF BARGAINING UNIT 2016 SALARY RANGES**

Code	Description	Grade	New Hire Rate	Base Rate	Seniority	
					10 Years	20 Years
20705	HARDWARE/NETWORK TECHNICIAN	C-8	26.75	28.05	28.83	29.62
20101 01712	CONSTRUCTION COORDINATOR HARDWARE TECHNICIAN	C-7	24.53	25.69	26.41	27.14
20413 20102	CONTRACT SPECIALIST HOUSING MANAGEMENT SPECIALIST	C-6	19.69	20.62	21.18	21.76
20704 20306 20305 20206	FIXED ASSETS/ACCT. COORDINATOR HOUSING INSPECTOR LABOR COMPLIANCE SPECIALIST SPECIFICATION WRITER	C-5	17.99	18.83	19.31	19.83
20412 20513	HELP DESK REPRESENTATIVE PURCHASING TECHNICIAN	C-4	16.77	17.54	18.00	18.48
20410 20405 20304 20414	CERTIFICATION/APPLICATION SPECIALIST CERTIFICATION SPECIALIST I CERTIFICATION SPECIALIST II RECERTIFICATION SPECIALIST	C-3	16.49	17.25	17.71	18.18
20512 20409 20510 20411 20506 20502	ACCOUNT CLERK HOUSING PLACEMENT CLERK INSPECTION COORDINATOR/SCHEDULER INVENTORY SPECIALIST MANAGEMENT AIDE PURCHASING CLERK	C-2	15.73	16.45	16.86	17.33
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	14.20	14.80	15.20	15.59

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.

**AKRON METROPOLITAN HOUSING AUTHORITY
CLERICAL/TECHNICAL STAFF BARGAINING UNIT 2017 SALARY RANGES**

Code	Description	Grade	New Hire Rate	Base Rate	Seniority	
					10 Years	20 Years
20705	HARDWARE/NETWORK TECHNICIAN	C-8	27.29	28.61	29.40	30.21
20101 01712	CONSTRUCTION COORDINATOR HARDWARE TECHNICIAN	C-7	25.02	26.21	26.94	27.69
20413 20102	CONTRACT SPECIALIST HOUSING MANAGEMENT SPECIALIST	C-6	20.08	21.04	21.60	22.19
20704 20306 20305 20206	FIXED ASSETS/ACCT. COORDINATOR HOUSING INSPECTOR LABOR COMPLIANCE SPECIALIST SPECIFICATION WRITER	C-5	18.35	19.21	19.69	20.23
20412 20513	HELP DESK REPRESENTATIVE PURCHASING TECHNICIAN	C-4	17.10	17.89	18.36	18.85
20410 20405 20304 20414	CERTIFICATION/APPLICATION SPECIALIST CERTIFICATION SPECIALIST I CERTIFICATION SPECIALIST II RECERTIFICATION SPECIALIST	C-3	16.82	17.59	18.06	18.54
20512 20409 20510 20411 20506 20502	ACCOUNT CLERK HOUSING PLACEMENT CLERK INSPECTION COORDINATOR/SCHEDULER INVENTORY SPECIALIST MANAGEMENT AIDE PURCHASING CLERK	C-2	16.04	16.78	17.20	17.68
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	14.48	15.10	15.50	15.90

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.