

MEMORANDUM OF AGREEMENT

01-08-13
11-MED-01-0007
1563-01
K29352

This Memorandum of Agreement is entered into as of the 19 day of November, 2012, at Medina, Ohio, by and between The Medina Metropolitan Housing Authority (“MMHA”) and the Ohio Council 8 of the American Federation of State, County, and Municipal Employees, and Local No. 265 (“Union”).

RECITALS

Whereas, the MMHA and the Union would like to clarify and set forth a mutual understanding regarding a number of the provisions located in the collective bargaining agreement between the parties dated May 6, 2012; and,

Whereas, the MMHA and the Union desires to set forth starting wage rates for three positions located within the collective bargain unit; and,

Whereas, the MMHA and the Union believe this agreement will facilitate the orderly, harmonious, and cooperative employee relations for the benefit of both the Union and MMHA.

NOW, THEREFORE, for valuable consideration flowing between the parties and in consideration of the mutual covenants and promises set forth below, the MMHA and the Union agree as follows:

1. MMHA and the Union agree that Article 14, Section 2 (a) shall permit the MMHA to fill the position within “a reasonable period of time” after selection of a new hire or after the bid period is closed for an existing employee.

2. MMHA and the Union agree that Article 17, Section 2 (b) shall include “brother” in the definition of “immediate family.”

3. MMHA and the Union agree that Article 7, Section 2, Step 4 shall permit the Union to request arbitration within thirty (30) calendar days after the Step 3 written reply has been issued and received by the Union.

4. MMHA and the Union agree upon the starting wages rates as follows:

Management Assistant- Resident Relations \$12.50

Management Assistant- Elderly \$12.50

Case Manager- Emergency Services \$13.00

5. This Agreement shall be binding on and shall inure to the benefit of the parties.

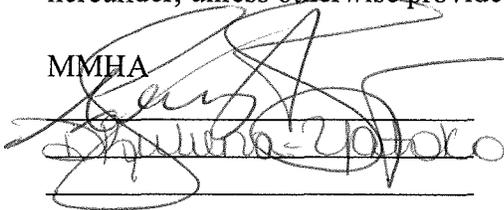
6. The terms of this Agreement may not be modified except in writing signed by all of the parties hereto.

7. The provisions of this Agreement are severable, and in the event that any provision is declared invalid, this Agreement shall be interpreted as if such invalid provision(s) were not contained herein.

8. The rights and obligations of the parties hereunder and the interpretation of this Agreement shall be governed by the laws of the State of Ohio.

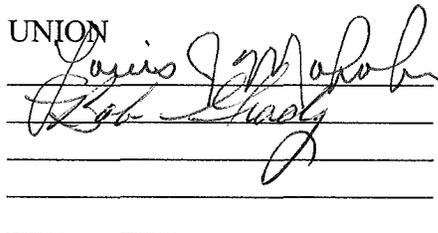
9. Neither party shall have the right to assign this Agreement or any rights or obligations hereunder, unless otherwise provided and without the consent of the other party.

MMHA



A handwritten signature in black ink, appearing to be "Shirley Updora", written over a set of horizontal lines. The signature is somewhat stylized and overlaps the lines.

UNION



Two handwritten signatures in black ink, one above the other, written over a set of horizontal lines. The top signature appears to be "Luis J. Mahab" and the bottom one appears to be "Bob [unclear]".