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STATE EMPLOYMENT
RELATIONS BOARD

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COLLECTIVE BARGAINING AGREEMENT

by and between

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY

and

**INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES**

DISTRICT COUNCIL 6

PAINTERS LOCAL 476

Effective December 1, 2010 through November 30, 2012

34

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AGREEMENT

This collective bargaining agreement, herein after referred to as "AGREEMENT", is by and between the Youngstown Metropolitan Housing Authority of Youngstown, Ohio, hereinafter referred to as "AUTHORITY", and International Union of Painters and Allied Trades, District Council 6, Painters Local #476 hereinafter referred to as "UNION".

ARTICLE 1 RECOGNITION

SECTION 1.1: BARGAINING RIGHTS: AUTHORITY does hereby recognize UNION as the sole and exclusive bargaining agent of all AUTHORITY PAINTERS engaged in maintenance and re-paint work as outlined in Section 1.4 of this Article "Scope of Work" on all property owned by AUTHORITY. AUTHORITY will recognize and will not interfere with the right of its employees to become members of UNION. There shall be no discrimination, interference, restraint, or coercion by AUTHORITY or at the behest of or instigation of AUTHORITY against any member because of membership in UNION.

SECTION 1.2: UNIT DEFINED: Other provisions of this AGREEMENT notwithstanding, the bargaining unit covered by this AGREEMENT and the term Painter shall include Painter, Painter Foremen, Journeyman Painters and Apprentice Painters, hereinafter referred to as "PAINTERS".

SECTION 1.3: EXCLUSIONS: All new PAINTERS during their probationary period as defined in Article 7, Section 7.5 "Seniority", of this AGREEMENT, and all temporary and seasonal PAINTERS and any PAINTERS participating in a training program are excluded from the unit.

SECTION 1.4: SCOPE OF WORK: Painter is taken to mean one who performs the following work: all painting, including paperhanging as incidental thereto, of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; spackling of all surfaces where adhesive materials are used; and all drywall painting, taping and finishing; all decorators, paperhangers, hard wood finishers, grainers, glazers, varnishers, enamelers and gliders. Paperhangers' work shall be all materials of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on of muslin or other covered materials which is used as wall or ceiling coverings or covered with materials pasted on. They shall have control over the scraping off of old paper, preparing of walls, etc., for paperhangers work. All painters engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels, water colors and emulsions, clear coating, waxes, stains, mastics, adhesives, coating and sheet rubber and other linings, oils, varnishes, water colors, wallpaper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior walls and surfaces with liquid, steam, sandblast or any other process. The operation and care of all tools and equipment used by trades coming under UNION'S jurisdiction including brushes, roller, spray painting equipment, miscellaneous

hand and power driven tools including sand blasting equipment, ladders, scaffolding and other rigging, the operation and maintenance of all types of compressors. General glazing shall include the setting, cutting, preparing, handling and removal of glass.

SECTION 1.5: EQUIPMENT LIMITS:

Brush Limits – Painters shall be allowed to work with a brush five inches (5”) wide while working in oil based materials.

Roller Applicator – Painters may use rollers on the application of materials on acoustic grid type ceilings, acoustic plaster, wire, fences, plaster and drywall. The roller shall under no conditions be used to apply material to doors, trim or floors.

Roller Size – The roller shall not exceed nine inches (9”) in length, one and one-half inches (1 1/2”) core diameter and not over eighteen inches (18”) in overall length.

Spraying – Spraying is permitted where feasible and applicable.

ARTICLE 2

INTENT AND PURPOSE

SECTION 2.1: It is the intent of the AGREEMENT to maintain harmonious relations and promote close cooperation between AUTHORITY AND UNION for their mutual benefit and set forth herein the basic agreement covering rates of pay, hours of work, and other conditions of employment to be observed by the parties hereto.

SECTION 2.2: The collective bargaining agreement is also intended to establish the peaceful procedures by which contractual differences between the parties will be resolved.

SECTION 2.3: It is understood by all parties that all articles and terms of the AGREEMENT are subject to and conditioned upon approval by the Department of Housing and Urban Development (HUD).

ARTICLE 3

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 3.1: Except as specifically limited by explicit provision of this AGREEMENT, AUTHORITY retains the exclusive rights as set forth in O.R.C. §4117.08 (C), all management rights and functions possessed by the Employer prior to entering this Agreement, and such other rights as are usually and customarily regarded as reserved to management discretion. The management rights reserved to the Employer hereunder include, but are not limited to, the following: The rights to manage the operations, control the premises, direct the workforce, and maintain efficiency of operations. Specifically, AUTHORITY’S exclusive management rights include, but are not limited to, the sole right to hire, rehire, layoff, recall, promote, suspend, demote, discipline and discharge PAINTERS for just cause; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer PAINTERS (including assignment and allocation of work) within

departments or to other departments; to introduce new and/or improved equipment and methods; to determine work methods; to determine the size and duties of the work force, the number of shifts required and work schedules; to establish, modify, consolidate or abolish jobs (or classifications) and to determine staffing patterns, including but not limited to, assignment of PAINTERS, number employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein. It is the intent of the parties that any rights, privileges or obligations which are not specifically granted to UNION and PAINTERS by this AGREEMENT or by law are retained by AUTHORITY.

SECTION 3.2: No unauthorized personnel will have the right to interfere with any PAINTERS during working hours. Only AUTHORITY authorized personnel will give normal workday directions to PAINTERS. UNION representatives can make necessary contact with the Local UNION Steward during working hours after approval by the Executive Director, which shall not be unreasonably denied. No UNION activity will be permitted during the normal schedule of working hours as except as provided in Article 29, "Grievance Procedure and Complaints".

SECTION 3.3: For the general good and harmony between PAINTERS and residents, PAINTERS are prohibited from accepting gifts, gratuities, personal services or favors from a resident in housing administered through AUTHORITY. PAINTERS are likewise prohibited from engaging in any personal services with or without pay, for residents. PAINTERS may not buy, sell, lend, borrow or exchange any commodity of value in dealings with a resident. PAINTERS found in violation of this Section are subject to disciplinary action.

ARTICLE 4 DUES CHECKOFF

SECTION 4.1: Upon receipt of signed authorization of PAINTERS, AUTHORITY shall deduct from the salary or wage of PAINTERS such amount agreed to and designated by PAINTERS as regular UNION dues and transmit such amounts to the Treasurer of Local 476.

SECTION 4.2: Authorization forms used for payroll deductions shall be in accordance with Ohio law. These individually signed authorization forms shall be maintained in the Central Office of AUTHORITY. Authorization of deduction of regular UNION dues shall become effective with the next regular pay of PAINTERS, but in no event more than ten (10) working days from the date of authorization by said PAINTERS.

SECTION 4.3: Other provisions of the AGREEMENT notwithstanding, all PAINTERS in the bargaining unit who, one hundred twenty (120) calendar days from the date of hire, are not in good standing of UNION shall pay a fair share fee to UNION as a condition of employment. The fair share amount shall be certified to AUTHORITY by the Treasurer of UNION. The fair share fee from any earnings of PAINTERS shall be automatic and does not require a written authorization for payroll deduction. UNION shall comply with all federal and state laws and regulations regarding determination and processing of fair

share amounts. UNION shall provide AUTHORITY a copy of the procedure. Payment to UNION of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

SECTION 4.4: It is understood and agreed that the employee's authorization for dues deduction may be terminated upon receipt by AUTHORITY of a PAINTERS written revocation of said authorization by AUTHORITY. Said revocation shall become effective upon the expiration of thirty (30) calendar days following receipt of revocation and AUTHORITY shall so notify the Treasurer of UNION of said action by PAINTERS within one (1) week from receipt of said revocation from PAINTERS.

SECTION 4.5: UNION shall indemnify, defend and hold AUTHORITY harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by AUTHORITY for the purpose of complying with any of the provisions of this Article, or in reliance on any information furnished under any provisions hereof.

ARTICLE 5
JOB CLASSIFICATION AND PAY SCALE

SECTION 5.1: PAINTERS covered by this AGREEMENT who are employed in the below listed classifications shall be paid as set forth herein, subject to HUD approval.

SECTION 5.2: The parties agree that the wage rates set forth in the agreements shall be increased by one and one half percent (1½%) effective December 1, 2010, one and one half percent (1½%) effective December 1, 2011, and one and one half percent (1½%) effective December 1, 2012. The 1 ½% increase is based on the COLA rate currently being paid.

<u>Classification</u>	<u>Rate Effective Dec. 1, 10</u>	<u>Rate Effective Dec. 1, 11</u>	<u>Rate Effective Dec. 1, 12</u>
Painter	24.4781	24.8452	25.2178

Effective December 1, 2007 all new hires in the above classification will be paid according to the following schedule which reflects a twelve percent (12%) decrease:

<u>Classification</u>	<u>Rate Effective Dec. 1, 07</u>	<u>Rate Effective Dec. 1, 08</u>	<u>Rate Effective Dec. 1, 09</u>
Painter	20.49	20.90	20.90

SECTION 5.3: The AUTHORITY will continue to pick-up and pay the current required employee contribution amount to the Public Employees Retirement System up to nine and one-half percent (9 ½ %). Any increases in excess of nine and one-half percent (9 ½ %) shall be paid the by employees.

ARTICLE 6 UNIFORMS

SECTION 6.1: PAINTERS shall wear complete and matching uniforms during working hours. PAINTERS shall provide their own work shoes that are approved by AUTHORITY. Current bargaining unit employees shall receive two (2) shirts and two (2) pairs of trousers on or about November 1st of each year. Current bargaining unit employees shall receive a winter jacket every third year unless conditions warrant otherwise as determined by AUTHORITY. However, in no event shall winter jackets be issued more often than every two (2) years. New employees, upon becoming members of the bargaining unit, shall receive two (2) complete uniforms, consisting of two (2) shirts, two (2) pairs of trousers, and a winter jacket. PAINTERS who fail to wear complete and matching uniforms shall be subject to disciplinary action.

SECTION 6.2: AUTHORITY shall provide and PAINTERS shall wear identification badges where the identification badges can be seen by residents and the public. AUTHORITY shall replace identification badges worn by normal wear and tear at AUTHORITY expense. Lost identification badges shall be replaced at PAINTERS' expense. PAINTERS who fail to wear identification badges shall be subject to disciplinary action.

SECTION 6.3: It is understood that all uniforms remain the property of AUTHORITY and upon termination of employment, the employee shall return all issued uniforms in their possession including, at a minimum, those issued the previous year and in each subsequent year thereafter. Said uniforms must be returned to AUTHORITY prior to issuance of final paycheck.

ARTICLE 7 SENIORITY

SECTION 7.1: DEFINITION: Seniority is defined as total full-time continuous service with AUTHORITY as of the last hiring date. Probationary, defined in Section 7.5 below, Temporary and Seasonal PAINTERS shall not have seniority. In the event two or more PAINTERS have been hired on the same day, seniority shall be determined by the application date. Seniority shall not be broken except as indicated in Section 7.2 below.

SECTION 7.2: Seniority shall be broken or terminated when PAINTERS:

- A) Quit or resign;
- B) Are discharged for just cause and are not reinstated upon appeal;
- C) Are laid off or otherwise unable to work for a period of more than twenty-four (24) consecutive months.

- D) Are absent without leave for three (3) or more workdays and fail to give timely notice of proper and acceptable excuse;
- E) Fail to report to work when recalled from layoff within five (5) working days from the date on which AUTHORITY telephones PAINTERS or the PAINTER receives a recall notice by certified mail to PAINTERS last known address as shown on AUTHORITY records.
- F) Leave the bargaining unit to take another position with AUTHORITY unless such PAINTER returns to the bargaining unit within ninety (90) days. If PAINTERS return to the bargaining unit after ninety (90) days, they shall be considered as newly hired for seniority purposes.

SECTION 7.3: Seniority shall not be broken if PAINTER has an approved leave of absence including Workers' Compensation leave not to exceed twenty four (24) months.

SECTION 7.4: SENIORITY LIST: AUTHORITY shall provide UNION with a seniority list of all PAINTERS within thirty (30) days after effective date of this AGREEMENT. The list shall contain the employees' name, classification, and seniority date. The list shall be updated annually and a copy provided to UNION. AUTHORITY shall timely update said list upon a new hire, resignation, termination, transfer out of unit, etc. and provide a copy to UNION.

SECTION 7.5: PAINTERS shall be considered as probationary PAINTERS for the first one hundred twenty (120) calendar days of continuous employment, after which their seniority shall date back to their date of hire or rehire. Probationary PAINTERS shall not have seniority and may be laid off, discharged or otherwise terminated at the sole discretion of AUTHORITY and such action shall not be subject to the grievance or arbitration provisions of the AGREEMENT. Upon satisfactory completion of their probationary period, such full time PAINTERS shall be considered regular full time PAINTERS.

ARTICLE 8 LAYOFF AND RECALL

SECTION 8.1: LAYOFFS: The following procedure shall be applied in the case of reduction in personnel: PAINTERS having the least seniority in the affected classification

SECTION 8.2: PAINTERS laid off in a classification may, if qualified, and with approval of AUTHORITY, replace PAINTERS with the least seniority in the lowest classification. In the event PAINTERS have the same seniority date, the tie breaker shall be the time of each PAINTERS application date. PAINTERS shall have three (3) working days from receipt of AUTHORITY layoff notice to inform AUTHORITY in writing of their election to exercise the right to bump other PAINTERS and failure of PAINTERS to give such notice shall be deemed an election not to bump.

SECTION 8.3: No bargaining unit employees shall be laid off due to outside contracting.

SECTION 8.4: RECALL FROM LAYOFF:

- A) Recalls will be in reverse order of layoff;
- B) PAINTERS on layoff will be given forty-eight (48) hours from the time of notification by telephone or receipt of certified mail (to the last known address as shown on AUTHORITY records) to advise AUTHORITY of their intent to report to work and must report within five (5) working days of such recall.

SECTION 8.5: No PAINTERS shall be laid off due to outside contracting.

ARTICLE 9
JOB BIDDING

SECTION 9.1: When a vacancy occurs, if AUTHORITY elects to fill said vacancy, or a new job is created within the bargaining unit, AUTHORITY shall post notice of the opening(s) at each site for seven (7) consecutive calendar days. The notice shall contain the job classification title, rate of pay, shift, brief job description, and the date of posting. PAINTERS who wish to be considered for the posted job must file written application with the Director of Human Resources by the end of such posting period. Vacancies in all regular full time positions shall be posted as such. All applications timely filed shall be reviewed by AUTHORITY and the job will be awarded with thirty (30) working days.

SECTION 9.2: The job will be awarded as follows:

- A) Qualified PAINTERS on the basis of job knowledge, responsibility (maintains equipment and keeps office records in a neat, safe condition), ability (education, training, experience, attendance, and physical ability to perform job in question) and seniority.
- B) Where the above factors are reasonably equal, seniority shall be the determining factor.
- C) No PAINTER shall be eligible for promotion who has not satisfactorily completed the required probationary period.

SECTION 9.3: PAINTERS who are awarded a job under the bidding procedure will be given a reasonable period of time, not to exceed ninety (90) calendar days, to prove they are qualified to hold the job on a permanent basis. If PAINTERS cannot prove their qualifications, they will be returned to their former job. PAINTERS awarded the job under these provisions will be given reasonable help and supervision. They will be considered to have qualified when they satisfactorily perform the required duties with no more supervision than is required by other qualified PAINTERS on the same or similar jobs, and when their record as to the quality and quantity of work meets the standards applicable to the job. PAINTERS who are awarded a job under these provisions shall receive the regular rate of the new qualification.

ARTICLE 10
BULLETIN BOARDS AND JOB POSTING

SECTION 10.1: AUTHORITY agrees to provide a bulletin board at each of its unit headquarters for the posting of official UNION business. It is the UNION'S intent that no material shall contain anything libelous, scurrilous or adverse to AUTHORITY or any of its PAINTERS. Any allegation of UNION abuse shall be subject to discussion at the monthly grievance meeting provided for in Article 29.

SECTION 10.2: AUTHORITY will post UNION positions for bargaining and non-bargaining unit positions. Non-bargaining unit positions shall be posted for informational purposes only.

ARTICLE 11
TEMPORARY ASSIGNMENT

SECTION 11.1: In the event that AUTHORITY assigns PAINTERS to a higher classification during a temporary vacancy, PAINTERS shall perform the assigned duties and receive the higher rate of pay of the temporary vacancy on the first scheduled day worked at the higher rated classification. If, at the direction of AUTHORITY, the first scheduled day is split between PAINTERS in no less than four (4) hour increments, AUTHORITY shall pay PAINTERS at the higher rate of pay. UNION shall notify DIRECTOR of such vacancy and DIRECTOR shall initiate such assignment at his/her sole discretion.

SECTION 11.2: When PAINTERS accept pay for a higher classification, it is with the understanding that PAINTERS understand and can perform all duties in the higher classification.

SECTION 11.3: Seniority will be given preference in filling the temporary position when all other aspects of qualified PAINTERS are considered equal.

SECTION 11.4: PAINTERS shall not be temporarily assigned to that specific classification until PAINTERS are able to reasonably perform the duties required of the higher classification. If it is established that PAINTERS cannot perform all the duties or perform them in a reasonable length of time, PAINTERS will be returned to their former classification.

ARTICLE 12
HOURS OF WORK

SECTION 12.1: The normal work week for all full time Bargaining Unit PAINTERS shall consist of forty (40) hours per week, worked in five (5) consecutive days, eight (8) hours per day. AUTHORITY shall allow PAINTERS a five (5) minute grace period upon shift start for docking purposes only. PAINTERS who fail to punch in prior to shift start shall be considered tardy and subject to disciplinary action.

SECTION 12.2: The normal work day shall consist of eight and one-half consecutive hours inclusive of the lunch period and breaks. The lunch period shall be forty five (45) minutes in duration and shall be scheduled during the middle of the work day so far as reasonably possible. The lunch period shall consist of fifteen (15) minutes of paid time and thirty (30) minutes of unpaid time. In addition, PAINTERS shall be entitled to two (2) ten (10) minute rest periods with pay which shall be scheduled by supervisor whenever practicable approximately midpoint in the first half of PAINTERS regular work shift and in the second one-half of the shift.

SECTION 12.3: The normal work week shall start at 8:00 a.m. Monday and end at 4:30 p.m. on Friday.

SECTION 12.4: AUTHORITY reserves the right to make changes to the normal work week. Those changes may include the development of flexible or rotating schedules. All changes shall be discussed with UNION four (4) weeks in advance of the effective date of the change. All employees will be notified three (3) weeks in advance of the effective date of the change. Emergency changes of a temporary nature shall be made as necessary by AUTHORITY.

ARTICLE 13 OVERTIME

SECTION 13.1: Overtime work shall only be performed and shall only be paid when such overtime is scheduled and authorized by DIRECTOR or designee. PAINTERS shall be notified of the scheduling of overtime work as soon as it is practical and possible. All authorized hours outside the regularly and normally scheduled workday or workweek shall be paid at the rate of time and one-half. PAINTERS so notified shall report to work as assigned unless satisfactory cause is shown and they are excused by DIRECTOR or designee.

SECTION 13.2: Work performed during the regular eight (8) hour workday will be paid at the regular straight time rate. All hours worked in excess of the established forty hours per week will be paid at the rate of time and one-half (1.5X) the regular straight time rate as the exclusive rate of compensation.

SECTION 13.3: PAINTERS called back to work by the DIRECTOR or designee, outside their normal or scheduled workday shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half (1.5X) their regular straight time hourly rate. Once PAINTERS have disrupted their off-duty activities when called back to work, those PAINTERS remain at work and on duty until they resume their off-duty activities.

SECTION 13.4: AUTHORITY will be the sole judge of the necessity for overtime. AUTHORITY will endeavor to make an equitable distribution of overtime among PAINTERS in the same classification. AUTHORITY shall use the lowest classification available to perform the required job assignment.

ARTICLE 14
DESIGNATED HOLIDAY

SECTION 14.1: The following days shall be recognized as official holidays for which all regular PAINTERS will be paid:

- | | |
|--------------------------------|----------------------------|
| 1. New Years Day | 7. Labor Day |
| 2. Martin Luther King, Jr. Day | 8. Columbus Day |
| 3. Presidents Day | 9. Veterans Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. Christmas Day |

SECTION 14.2: PAINTERS shall be paid their regular wage for the holidays as specified.

SECTION 14.3: PAINTERS who work on a designated holiday shall be paid regular pay plus time and one-half their regular pay for hours actually worked but no less than two (2) hours for each time called out.

SECTION 14.4: Should a designated holiday fall on Saturday, the preceding Friday shall be observed as a holiday. Should a designated holiday fall on Sunday, the following Monday shall be observed as a holiday.

SECTION 14.5: In order for PAINTERS to receive their regular pay for the holiday, they must work their regular scheduled day before and their regular scheduled day after a holiday. PAINTERS on vacation, sick leave, or on a leave of absence with pay shall be considered as working their regular schedule for pay purposes. Painters on sick leave the day before or after a holiday will be required to provide a doctor's excuse for their absence. PAINTERS' approved leave must cover the entire scheduled workday before and after a designated holiday.

ARTICLE 15
LONGEVITY

SECTION 15.1: Full time EMPLOYEES shall be entitled to longevity compensation payable at the rate of Thirty Five Dollars (\$35.00) for each year of service completed, commencing upon completion of one (1) year of services with a maximum of One thousand and fifty dollars (\$1,050.00).

SECTION 15.2: Longevity will be paid on (1) active service or (2) approved worker's compensation of no more than one year. PAINTERS must have worked the complete year to receive credit for that year. Any loss of time whereby PAINTERS are off the payroll (zero time) nullifies the payment unless time whereby PAINTERS are on approved maternity, disability or military leaves of absence. Under the previously stated leaves only, AUTHORITY shall prorate the longevity payment.

SECTION 15.3: A separation from employment of more than one year negates the accrued service record of PAINTERS. Upon their return to employment with the AUTHORITY, PAINTERS are classified as new PAINTERS for longevity computation purposes.

SECTION 15.4: If PAINTERS go on Disability Pension, Retirement Pension, or are deceased, their longevity pension will be pro-rated as of July 1st of the year any of these events occur. This does not apply in the case of any other class of termination.

SECTION 15.5: PAYMENT: For computation purposes, July 1st of each year shall be the cut off date for determining years of service. Actual payment for the year or years computed up to July 1st will then be made to eligible PAINTERS, by check, about the 15th day of December in an amount computed up to July 1st heretofore mentioned. Longevity compensation shall be paid in addition to the annual salary of PAINTERS.

SECTION 15.6: No longevity compensation shall be payable to PAINTERS with less than one (1) year of service as of the computation date.

ARTICLE 16 SICK LEAVE

SECTION 16.1 All employees shall accrue sick leave credits at the rate of one (1) workday per completed month of service in which they have been in pay status. Any sick leave accrued but not used in any year shall be cumulative in the succeeding year. Employees shall be allowed to cash in up to fifteen (15) days of unused sick leave on August 31 at ninety percent (90%) of its current value. Employees must make a written request to the Director of Human Resources' office by August 1st of the same year.

SECTION 16.2: CASH IN: PAINTERS shall be allowed to cash in up to fifteen (15) days of unused sick leave on June 30 at eighty-five percent (85%) of its current value. PAINTERS must make a written request to the Human Resources Director's office by June 1 of the same year.

SECTION 16.3: LEAVE WITHOUT PAY: Sick leave credits will not accrue during periods of suspension or other types of leave without pay.

SECTION 16.4: MILITARY SERVICE: Should PAINTERS be called into military service and, within a two (2) week period subsequent to discharge and release from such service return to work, they shall have any balance of their accrued sick leave credits restored to their account. They shall not accrue sick leave credits while serving with the military.

SECTION 16.5: OFFICIAL RECORD: All accrued sick leave credits or the use of sick leave credits shall be recorded by AUTHORITY and shall be considered the official record. The records may be made available to PAINTERS for questions and inspection provided arrangements are made and approved in advance by DIRECTOR.

SECTION 16.6: PROBATIONARY PAINTERS: Sick leave credits shall not be accrued by, or granted to probationary PAINTERS.

SECTION 16.7: CHARGING SICK LEAVE: Sick leave shall be charged only for such days PAINTERS would otherwise have been at this employment.

SECTION 16.8: GRANTING SICK LEAVE: PAINTERS may be granted sick leave with full regular pay, upon approval by Human Resource Director, when absent for the following reasons:

A) SICKNESS IN THE IMMEDIATE HOUSEHOLD:

- 1) Serious illness or injury of PAINTER or of PAINTERS' spouse, parent or child or a member of employee's family who resides in the same household as employee.
- 2) If PAINTERS' illness, or serious illness of PAINTERS' spouse, parent or child causes them to be absent on three (3) or more consecutive workdays, DIRECTOR may require a written statement from a certified health care provider.
- 3) Medical, dental, eye examination or treatment of one of the family members as described above for the same. When sick leave is used for any appointments, PAINTER must submit a statement from the healthcare provider verifying the appointment immediately upon PAINTERS' return to work.
- 4) Upon return to work, PAINTERS using any sick leave must submit a signed statement on forms supplied by AUTHORITY as to the nature of their illness or why it was necessary to be absent to care for their spouse, parent or child. Said statement shall become a part of PAINTERS record.
- 5) Quarantine Because of Contagious Disease: Supervisors shall require a certificate of a certified health care provider before authorizing payment to PAINTERS under quarantine. For the purpose of this Section, the immediate family includes: mother, father, spouse, child, or sibling residing within the same dwelling.
- 6) Sickness on the Job: Sickness on the job must be reported to Human Resource Director's secretary when PAINTER leaves early from work.
- 7) For any personal illness or medical condition or other permissible use of sick leave which is expected keep PAINTER off work for more than five days, PAINTER must submit a written request for Family and

Medical Leave in accordance with AUTHORITY policy. To the extent possible, requests for Family and Medical Leave must be submitted in advance.

SECTION 16.9: REPORTING SICKNESS BY THE PAINTERS: If PAINTERS are unable to report for work because of illness and has not made satisfactory arrangements previously, PAINTERS or a member of their family must notify Human Resource Director's secretary by telephone within one half (1/2) hour of their scheduled starting time. If they stay away from work and do not notify the DIRECTOR'S secretary within the specified time, such absence may be considered an unexcused absence and PAINTERS may forfeit pay for all the time during which they were absent. PAINTERS shall keep their supervisor informed of the probable duration of illness and the probable date of return to duty.

SECTION 16.10: MISUSE OF SICK LEAVE: AUTHORITY is responsible to ensure PAINTERS use sick leave only for its intended purposes. If it has been established that PAINTERS are misusing or abusing sick leave by way of pattern or frequency, AUTHORITY will approve no sick leave without an excuse from a certified health care provider. If the problem persists, AUTHORITY will issue disciplinary action up to and including discharge in accordance with Article 28, "Disciplinary Action and Reprimands" of this AGREEMENT. Frequent sick leave usage is more than forty (40) sick leave hours per year with no extended illness or injury that is identifiable. In explanation, but not limitation, pattern sick leave abuse is defined as repeated absences prior to or following a weekend or holiday; one hour at the start of shift, or one hour prior to end of shift. If it is found by pattern or frequency that this is being done to avoid the tardiness policy, PAINTERS shall be subjected to docking of sick leave accrual by one (1) hour usage for each instance in addition to the above disciplinary action.

SECTION 16.11: USE OF SICK LEAVE IN LIEU OF WORKERS COMPENSATION: PAINTERS who are injured on the job shall notify AUTHORITY, in writing, of any intention to file a claim for Workers Compensation or to leave their time open until a decision can be made. PAINTERS may choose to use accumulated sick leave when injured on the job in lieu of Workers Compensation if they submit such a request in writing via their immediate supervisor to Human Resources Director. Regular PAINTERS shall be included in AUTHORITY'S Medical and Hospitalization Plan while on an injury leave and on AUTHORITY payroll. Otherwise, PAINTERS can elect continuing coverage as mandated by the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) and the Ohio Revised Code, as amended.

SECTION 16.12: SICK LEAVE CONVERSION UPON TERMINATION OR RETIREMENT

- A) Involuntary Termination: All unused sick leave shall be forfeited upon PAINTERS termination from employment with AUTHORITY.
- B) Resignation: PAINTERS may elect at the time of resignation from active service from Authority and with seven (7) or more years of service to be

paid for up to six hundred (600) accumulated hours at the rate of one hour of pay for each two hours of accumulated unused sick leave. Such payment shall be based upon PAINTERS base rate of pay at the time of resignation.

- C) Retirement: PAINTERS who retire, with seven (7) or more years of service shall be entitled to cash in up to six hundred (600) hours of sick leave at one-hundred percent (100%) of the PAINTERS base rate of pay at the time of retirement. Any PAINTER, who, as of October 1, 2007, has an accumulated sick leave balance of greater than 600 hours, shall be exempt from the 600 hour payment cap.

SECTION 16.13: NON -USE OF SICK LEAVE:

The AUTHORITY agrees to award employees a cash bonus which is not pro-ratable for non-use of sick leave as follows:

If an employee does not use any sick leave during the first half of the calendar year, the employee will be entitled to a cash bonus of \$200.00.

If an employee does not use any sick leave during the second half of the calendar year, the employee will be entitled to a cash bonus of \$200.00.

ARTICLE 17
PERSONAL LEAVE

SECTION 17.1: PERSONAL: AUTHORITY will grant PAINTERS four (4) days off per year for personal leave. Personal leave shall be separate and apart from any other leave. PAINTERS shall not carry over unused personal leave to the succeeding year. AUTHORITY will purchase all unused personal leave at contract year end if PAINTERS submit a written request to Human Resources Director's office no later than September 1st of each contract year.

SECTION 17.2: USE OF PERSONAL LEAVE:

- A) No time shall be granted for less than one (1) hour increments.
- B) Permission to use personal leave shall only be granted to those PAINTERS who request in writing the time off three (3) days in advance and receive approval by DIRECTOR or a designee. A telephone call to Human Resources Director's secretary shall be sufficient for emergencies.

ARTICLE 18
ANNUAL LEAVE

SECTION 18.1: ELIGIBLE PAINTERS/ANNIVERSARY DATE:

- A) Full time PAINTERS, after completion of one (1) year of service with AUTHORITY, shall have earned and will be due upon the attainment of the anniversary of the first full year of employment, and annually thereafter, annual leave with full pay at the rate of pay being earned by PAINTERS at the time of taking said vacation. Prior employment with AUTHORITY may be used to compute the first full year of employment, and the anniversary date of such PAINTERS shall be the anniversary date of the attainment of the first full year of employment with AUTHORITY.
- B) Full time PAINTERS are PAINTERS regularly scheduled on a forty (40) hour week, or in excess thereof, inclusive of lunch period and exclusive of PAINTERS serving on a temporary, special or seasonal basis, for less than six (6) months.

SECTION 18.2: EARNING PERIOD: Earning period shall be that period of time after the initial date of employment and the attainment of the first full year of employment with AUTHORITY and each successive full year's employment based on the anniversary of the attainment of the first full year of employment.

SECTION 18.3: LEAVE PERIOD/USE OF LEAVE:

- A) Annual leave period shall be that period of time after the initial attainment of the first full year of employment with AUTHORITY and succeeding anniversary dates of employment during which PAINTERS are entitled to take annual leave earned during the immediately preceding earning period. The anniversary date of employment for the purpose of computing the amount of PAINTERS annual leave shall be the anniversary of the attainment of the first full year of service with AUTHORITY.
- B) Annual leave earned and accrued during an earning period is required to be taken during the next succeeding annual leave period unless deferred by the express written permission of the Human Resources Director. Director shall defer accrued annual leave only if the PAINTERS request explains extenuating circumstances beyond the control of PAINTERS.
- C) Annual Leave shall be granted and taken in periods of one (1) week. Consecutive weeks may be taken for the maximum of accrued leave time each year insofar as it is practical.

SECTION 18.4: SCHEDULING: AUTHORITY will consider PAINTERS first choice in scheduling annual leave. If PAINTERS request the same time off, seniority will be given prime consideration. Annual leave forms will be made available February 1, to be returned to DIRECTOR'S office by March 1. Schedules will be posted on all sites by April 1. Requests not submitted according to the above schedule shall not be given seniority preference and any annual leave requests or changes thereafter shall be at the

sole determination of AUTHORITY. All annual leave shall be taken only with prior authorization and approval of Human Resources Director.

SECTION 18.5: In order to maintain an adequate work force to perform the required work and provide the services that are normally provided by AUTHORITY, AUTHORITY shall determine the number of PAINTERS that will be granted annual leave at any given time on a site and department basis. Regular scheduling of annual leave will be done once a year in order to assure an adequate work force at all times by site or department. In scheduling annual leave time, AUTHORITY may allow and approve two (2) choices for time off to allow a split vacation during the year.

SECTION 18.6: IN RELATION TO SICK LEAVE:

- A) PAINTERS on sick leave, or injured at the conclusion of an annual leave period who have been unable to take the annual leave within the prescribed period shall be entitled to carry over said annual leave to the succeeding annual leave period.
- B) Annual leave credits may be earned while PAINTERS are on sick leave, or injured, providing said PAINTERS are in active pay status. Annual leave may be substituted for sick leave as defined in this AGREEMENT, when PAINTERS have exhausted all their accumulated sick leave.

SECTION 18.7: TERMINATION/RETIREMENT: Upon retirement or termination of service, PAINTERS are entitled to receive compensation for all annual leave credits earned and due at the rate of pay being received by PAINTERS at the date of separation of service.

SECTION 18.8: ACCRUAL RATES: Current full time PAINTERS shall enjoy annual leave in accordance with the following schedule:

1 through 5 years	2 weeks
6 through 10 years	3 weeks
11 through 15 years	4 weeks
16 through 20 years	5 weeks
21 years or more	6 weeks

PAINTERS hired after September 1, 2007 shall enjoy annual leave in accordance with the following schedule:

1 through 7 years	2 weeks
8 through 14 years	3 weeks
15 through 24 years	4 weeks
25 years or more	5 weeks

SECTION 18.9: ACCRUAL RATE CALCULATIONS: Annual leave shall be earned and shall accrue to each full time PAINTER in accordance with the following schedule:

Weekly and Bi-Weekly Calculation

- 2 weeks - .0385 hours for each hour excluding overtime
- 3 weeks - .0577 hours for each hour excluding overtime
- 4 weeks - .0770 hours for each hour excluding overtime
- 5 weeks - .0962 hours for each hour excluding overtime
- 6 weeks - .1155 hours for each hour excluding overtime

Monthly calculations

- 2 weeks - 6.67 hours per month
- 3 weeks - 10.00 hours per month
- 4 weeks - 13.34 hours per month
- 5 weeks - 16.67 hours per month
- 6 weeks - 20.00 hours per month

SECTION 18.10: ADVANCE PAYMENT: Annual leave may be paid before going on vacation with two (2) weeks advance written notice to the Human Resources Director, except during the months of June and July.

ARTICLE 19
BEREAVEMENT LEAVE

SECTION 19.1: Upon proper notification of scheduled plans, AUTHORITY shall grant a five (5) consecutive working day bereavement leave in the event of the death of PAINTERS' parent, spouse, child or sibling. Three (3) consecutive working days shall be granted PAINTERS' in the event of a death of PAINTERS' grandparent, grandchild, sister-in-law, brother-in-law or spouse's parent.

SECTION 19.2: AUTHORITY shall charge leave allotted in this Article to bereavement leave with pay which is separate and apart from any other leave with the exception of travel time and bereavement leave in excess of this Article's limitations. AUTHORITY shall charge travel time and bereavement leave in excess of this Article's limitations against any accumulated leave (i.e. sick, personal, annual) at their regular hourly pay rate with Human Resources Director's prior approval. PAINTERS shall have the choice as to which type of leave shall be charged for time in excess of bereavement leave.

SECTION 19.3: Leave shall be granted in one (1) day increments only. The employee shall further submit proof of death and relationship upon request. Requests for bereavement leave with pay will not be approved for absences not taken within a seven (7) working day period of the date of the funeral.

ARTICLE 20
MISCELLANEOUS LEAVES OF ABSENCE

SECTION 20.1: LEAVES OF ABSENCE: Under conditions hereinafter specified, PAINTERS may be granted a leave of absence without pay at the discretion of the

AUTHORITY for any reason that AUTHORITY deems beneficial to PAINTERS, except employment elsewhere.

SECTION 20.2: Leaves of absence will be authorized based on the merits of the request by PAINTERS. The application for the leave of absence must be made in writing stating the purpose and the duration of the proposed leave. Any personal leave of absence approved shall not extend beyond its terms. Such leave shall be for a period of a minimum of thirty (30) calendar days and shall not exceed one (1) year.

SECTION 20.3: PAINTERS may be returned to work prior to the expiration of any leave if such earlier return is agreed to by AUTHORITY and PAINTERS.

SECTION 20.4: Upon completion of a leave of absence, PAINTERS shall return to the job assignment which they formerly occupied, if the classification still exists. If the classification does not exist, PAINTERS can return to a similar classification, if qualified.

SECTION 20.5: Absence with or without pay may be authorized by AUTHORITY to permit PAINTERS to attend meetings or conventions relating directly to the work of AUTHORITY, but if such meeting or convention is mandatory, then that absence shall be considered a paid leave.

SECTION 20.6: UNION LEAVE: UNION officers or delegates shall be allowed a leave of absence up to three (3) working days each per calendar year for no more than two (2) officers or delegates to attend required UNION functions, with three (3) of said days granted paid. Paid Union leave is subject to the approval of Executive Director, and shall not be granted if the absence causes an undue hardship on AUTHORITY. At their option, UNION officials may elect to use annual leave or unpaid leave for such absence.

SECTION 20.7: JURY DUTY: PAINTERS required to serve on a jury before a court empowered by law to require such service shall be excused from duty only for that time required for such service and shall be paid their regular hourly rate less their jury duty pay, provided PAINTERS notify DIRECTOR or designee the amount of jury pay received.

SECTION 20.8: COURT SUBPOENA: AUTHORITY will allow the use of annual leave in increment of a minimum of one (1) hour each for PAINTERS who, because of personal circumstances, make a court appearance.

SECTION 20.9: AUTHORITY will continue in pay status PAINTERS who are called to testify in court proceedings involving or on behalf of AUTHORITY.

SECTION 20.10: AUTHORITY will pay the difference between PAINTERS' regular base pay and any monies received by PAINTERS as a result of PAINTERS being subpoenaed to appear as a witness in any felony proceeding or when called to testify

before a grand jury. As a condition of said payment to PAINTERS, evidence of subpoena must be provided to DIRECTOR or the Human Resources Director.

SECTION 20.11: PAINTERS shall report back for work when released as a witness unless their normal workday has ended.

SECTION 20.12: MILITARY LEAVE:

- A) Military leave of absence with pay, in accordance with the number of calendar days permitted each calendar year by existing State and Federal law, will be granted to PAINTERS who are reservists of the Armed Forces or members of the National Guard engaged in active duty, training or military aid to enforce the law, provided that in each case involved, official orders are provided for AUTHORITY files to substantiate same.
- B) Military leave of absence will be granted to PAINTERS inducted or otherwise entering active military duty with the Armed Forces in accordance with applicable State and Federal law.
- C) PAINTERS returning from military leave shall have sixty (60) days to request reinstatement to their former jobs.

SECTION 20.13: MEDICAL EXAMINATIONS:

- A) If at any time AUTHORITY determines that an employee's mental or physical condition poses a direct threat to the health or safety of the employee, other employees or the public, the AUTHORITY may require that the employee submit to an examination by a health care professional selected by AUTHORITY. If such examination is required, it shall be paid for by AUTHORITY. The employee will not lose any regular pay he/she would have otherwise received as a result of time reasonably spent in attending the examination.
- B) If Employee disagrees with the findings of the AUTHORITY's health care professional, Employee may, at his/her own expense, submit to the examination of a health care professional of their choosing.
- C) In the event of a disagreement between the employee's healthcare professional and the AUTHORITY'S health care professional, those two (2) health care professionals shall select a third healthcare professional, at the request of the employee, to render a final binding opinion. Any expenses for the third medical examination not covered by insurance shall be borne equally by both AUTHORITY and the Employee.
- D) In the event the healthcare professional's final decision is that the employee can no longer continue to work in the same capacity for

AUTHORITY because of the threat to the direct health or safety of the employee, other employees or the public, the AUTHORITY shall discuss leave and retirement options with employee prior to terminating the employment relationship.

ARTICLE 21
HOSPITALIZATION

SECTION 21.1: AUTHORITY will provide medical and surgical insurance for all full time PAINTERS as described in AUTHORITY'S medical benefit coverage's schedule of benefits effective June 1, 1991 or as modified by mutual consent of the parties of this AGREEMENT, unless the insurance provider or HUD unilaterally eliminates or reduces the scope of program benefits.

SECTION 21.2: Healthcare Committee: The parties shall create and conduct a committee for the purpose of analyzing current healthcare coverages and recommending to the Authority more cost effective means of coverage which may include but not be limited to employee contributions toward premiums, dollar and/or percentage limitation on the amount the Authority will pay toward premiums, increased deductibles, coinsurance proportions, types of coverage, change of carrier and any other aspect of coverage. (However, the parties agree that there shall be no employee contributions toward premiums through August 31, 2004.) The committee shall annually prepare and recommend to the Executive Director of the Authority bids based on its recommendations of insurance coverage, the format and substance of which shall comply with the Authority's procurement policy. The Executive Director shall prepare and solicit said bids and report the bids to the committee, the Board of the Authority and to the respective bargaining units. If the committee fails to act as herein expected, then the Authority shall proceed to accomplish the purposes of this Section. The coverage resulting from the process described in this Section shall replace the coverage otherwise described in this agreement.

Within two weeks after the Authority receives written notice of any change in coverage and/or cost containment of coverage, the Authority shall provide written notice of such changes to the Union and the Employees. After receipt of notice, the parties will meet to review the changes and questions if either party desires to meet.

The committee shall consist of two (2) members appointed by the Authority and one (1) member appointed by the Union. (This committee shall endeavor to combine with similar committees of other bargaining units of the Authority to advance the purposes stated herein.)

The committee shall hold regular meetings at least quarterly and meet more frequently as it determines is necessary and appropriate. The Committee shall meet and perform its duties during the workday. The Committee shall perform its functions even if the Authority or the Union fails to appoint the members of the Committee as required herein or even if a member of the Committee is absent from Committee meetings.

The Committee shall function all year and shall endeavor during the year to report in writing and/or orally to the Executive Director of the Authority and to the members of the bargaining units the interim findings and information which will assist the bargaining units and the Authority in becoming better informed about the process and the direction and purpose of the potential changes in coverage. The Committee shall have the authority to conduct research on all manner and means to contain healthcare costs and shall report its findings to the Executive Director of the Authority and the bargaining units at least twice per year.

AUTHORITY will provide such hospitalization coverage in compliance with all federal and state laws and continuing coverage as mandated by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Ohio Revised Code.

ARTICLE 22
TRAINING

SECTION 22.1: UNION will make available to PAINTERS the following training courses at no charge to PAINTERS or AUTHORITY:

Lead Worker	24 or 32 hours
Lead Supervisor	32 or 40 hours
OSHA/HAZ Certificate	10 hours
Hazwoper Worker	24 or 40 hours
Confined Space Awareness	4 – 6 hours
Fall Protection Awareness	4 – 6 hours
Red Cross/First Aid/CPR/RBP	8 hours
Ergonomics	4 – 6 hours

SECTION 22.2: AUTHORITY will pay for licensing fees for the above-mentioned courses where there is a State, County or Federal license fee required. AUTHORITY will determine which training course it will require PAINTERS to take. AUTHORITY will coordinate with UNION Business Agent the scheduling arrangements, which will not include regular hours of AUTHORITY operation. UNION will routinely make AUTHORITY aware of additional courses that are offered. UNION will make AUTHORITY aware of required continuing or refresher courses as they become known and available.

ARTICLE 23
EVALUATION OF EMPLOYEE PERFORMANCE

SECTION 23.1: The annual appraisal of EMPLOYEE performance is to be reported on the form provided within ninety (90) days of the end of each calendar year. Probationary EMPLOYEES will be evaluated every thirty (30) days of the probationary period. All evaluations must be made by the immediate supervisor and signed by the EMPLOYEE.

SECTION 23.2: As the need arises, special evaluations can be done. Each EMPLOYEE will be allowed UNION representation, if they request, when receiving a special evaluation. The UNION representative will serve as an observer only and should not disrupt the process in any way.

SECTION 23.3: An EMPLOYEE who is having problems related to some area of work performance may be placed on a special evaluation probationary period as part of a corrective action plan. Prior to this evaluation, the supervisor shall have counseled the EMPLOYEE on the problem to make them aware of the situation and what is needed for the EMPLOYEE to correct the problem. If there is no improvement(s) by the EMPLOYEE after the counseling has taken place, then the employer shall implement their corrective action plan including a special evaluation, if necessary. No disciplinary action will be taken against an EMPLOYEE for work performance for the problem that necessitated this counseling while they are serving the special evaluation period, unless such action is considered insubordinate. Failure to correct the problem as a result of the special evaluation will result in disciplinary action against the EMPLOYEE as outlined in the Disciplinary Article of this contract. Disciplinary action may be taken for unrelated performance issues.

SECTION 30.4: EMPLOYEES shall be permitted to write comments to their evaluations and said comments will be attached to the evaluation and made part of the personnel file.

SECTION 30.5: The summary of any conference or interviews that are held during the period covered by the evaluation, at the request of the EMPLOYEE or any of his supervisors, will also be included as part of the evaluation procedures. All records and evaluations will be confidential and become a part of the EMPLOYEE'S personnel file.

ARTICLE 24 EMPLOYEE RECORDS

SECTION 24.1: Any material placed in PAINTERS file which may adversely affect those PAINTERS performance evaluation or job classification shall be made known to PAINTERS involved, at which time PAINTERS may be given the opportunity to add to the file written signed statements of rebuttal.

SECTION 24.2: Disciplinary action shall not be used against PAINTERS after three (3) years from the date of the disciplinary action's final disposition.

SECTION 24.3: PAINTERS may review their file at any reasonable time during normal working hours by appointment with the Human Resource Director only.

ARTICLE 25 AGREEMENT NOT TO USE NON-BARGAINING PAINTERS

SECTION 25.1: It is agreed that AUTHORITY will not use non-bargaining unit PAINTERS to displace regular full-time PAINTERS, and if AUTHORITY desires to fill

new and existing slots for regular full-time PAINTERS, it does so timely. AUTHORITY shall provide UNION with a table of organization for PAINTERS.

ARTICLE 26
NON-DISCRIMINATION

Section 26.1: No person or persons or agencies responsible to AUTHORITY nor UNION and its officers and members shall discriminate for or against PAINTERS on the basis of their race, color, religion, national origin, sex, age, disability or UNION affiliation.

SECTION 26.2: AUTHORITY and UNION do hereby agree that there shall be no intimidation or coercion on the part of either party to encourage or discourage EMPLOYEES with regard to membership or non-membership in UNION. Further, no PAINTERS will be permitted to influence the political beliefs or acts of any applicant for tenancy, any resident, or other PAINTERS or any member of the staff.

ARTICLE 27
UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

SECTION 27.1: Both parties understand that the UNIFORM DRUG/ALCOHOL ABUSE PROGRAM is the official drug testing policy governing PAINTERS. The content of the drug testing policy has been reviewed by the parties and both parties have ratified its contents. All new PAINTERS will be required to sign a form indicating their consent to the terms of this policy and testing procedure as a condition of employment, which form is marked as Appendix A, attached hereto and made a part of this AGREEMENT.

ARTICLE 28
WORK RULES

SECTION 28.1: UNION recognizes that AUTHORITY has rules of conduct that apply to all PAINTERS. These work rules are necessary to assure a safe, efficient business operation; to assure compliance with public laws; and to protect the well-being and rights of all PAINTERS. The following list, which is not all inclusive, outlines behavior that is not acceptable. Unacceptable behavior makes PAINTERS subject to disciplinary action, up to and including termination. AUTHORITY is responsible for evaluating each case based on its individual facts. AUTHORITY reserves the right to take whatever disciplinary action it deems appropriate based upon the total circumstances involved. The list of enumerated offenses and types of discipline are for purposes of illustration and are not intended to be all inclusive.

SECTION 28.2: FIRST LEVEL OFFENSES: First level offenses are unacceptable acts and behavior that are subject to disciplinary action. In general, disciplinary action for these types of offenses results in the issuance of a written reprimand by Director of Operations. The purpose of the written reprimand is to impress upon PAINTERS the need for corrective action on their part.

Three (3) written reprimands within a twelve (12) month period, regardless of the type of first level offense, may result in disciplinary suspension without pay. Four (4) written reprimands within a twelve (12) month period, regardless of the first level offense, shall result in discharge.

Examples of first level offenses are:

- Excessive absence, tardiness, or early quitting;
- Unauthorized time away from the job assignment;
- Failure to meet housekeeping responsibilities;
- Failure to meet work production requirements
- Leaving the work site without punching in or out;
- Failure to wear prescribed safety equipment, take necessary safety precautions, or adhere to dress code including identification badges;
- Lack of attention to job responsibilities;
- Failure to follow prescribed work procedures;
- Failure to notify supervisor of absences.

SECTION 28.3: **SECOND LEVEL OFFENSES:** Second level offenses include acts and behavior of such a nature that violation may result in both a written reprimand and disciplinary suspension without pay. A repeated offense of this type usually results in termination. Examples of second level offenses are:

- Unauthorized absence;
- Failure to follow supervisors instructions
- Punching time card of other employees or employees permitting any other person to punch their time card;
- Violating major safety rules;
- Reporting to work when intoxicated or when impaired by use of alcohol or drugs;
- Leaving the job site without AUTHORITY permission;
- Major on-site traffic violation;
- Unauthorized use of materials or equipment.

SECTION 28.4: **THIRD LEVEL OFFENSES:** Third level offenses include acts and behavior of such serious nature that a first occurrence shall normally warrant termination. Examples of third level offenses are:

- Using alcohol or drugs or bringing them onto AUTHORITY property;
- Falsifying any records, such as vouchers or reports, including insurance claims, Personal absence, illness, time or AUTHORITY work records;
- Deliberately damaging, defacing, or misusing AUTHORITY property or property of others;
- Insubordination;
- Theft, misappropriation, unauthorized possession or removal of AUTHORITY property or property of others;

- Punching the time card of absent employees, or when absent, employees arranging for any other person to punch their time card;
- Gambling;
- Acts of physical violence;
- Immoral or indecent conduct;
- Sleeping during working hours;
- Possession of explosives, firearms, or other dangerous weapons on AUTHORITY property, including the parking lot;
- Failure to report an absence for a five-day period without explanation to AUTHORITY's satisfaction;
- Unauthorized removal of safety devices or tags from AUTHORITY equipment or materials;
- Threatening, intimidating, coercing, or interfering with employees, supervisors or the public.

SECTION 28.5: In explanation, but not in limitation, the occurrence of the following actions may, pending a hearing, be cause for suspension and shall become a permanent part of PAINTERS' file: incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of tenants or the public, neglect of duty, absence without leave, misuse or abuse of AUTHORITY property, disorderly conduct, chronic or flagrant absenteeism, or any other act of similar nature.

SECTION 28.6: Failure to issue a reprimand, or make use of disciplinary action, including suspension, as indicated above in any one instance, does not constitute a waiver of the right to use disciplinary action in any other instance.

TERMINATION

SECTION 28.7: In explanation, but not in limitation, AUTHORITY may terminate the employment of PAINTERS for incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of tenants or the public, neglect of duty, absence without leave, leaving the job assignment premises during working hours without AUTHORITY permission or for willful and persistent violations of the rules and regulations of AUTHORITY, or for other good and just cause.

SECTION 28.8: In the case of immediate suspension or discharge, the employees have a right to have their Steward present and, upon request, shall be permitted to discuss their suspension or discharge in an area made available by AUTHORITY before they are required to leave the premises. Employees who are suspended or discharged shall be given a written notice with a copy to UNION stating the reason for the disciplinary action. All discipline shall be for just cause and all disciplinary action shall be subject to the Grievance Procedure.

SECTION 28.9: AUTHORITY may establish reasonable rules regulating such to which both parties shall be bound. If, after that hearing by AUTHORITY, the PAINTERS are

terminated by official action, PAINTERS shall have the right to process the matter to arbitration.

SECTION 28.10: Nothing in this Article shall prevent AUTHORITY from removing PAINTERS from the premises who are a serious threat to the workplace.

ARTICLE 29
GRIEVANCE PROCEDURE AND COMPLAINTS

SECTION 29.1: It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between PAINTERS and AUTHORITY. Prompt presentation requires PAINTERS to bring the grievance within ten (10) working days of the aggrieved action to be allowed as timely. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives to each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by AUTHORITY or UNION that tend to impair or weaken the grievance procedure are improper. A grievance is defined as a violation, misinterpretation or misapplication of a term or condition of this Agreement. When such grievance arises, the procedures outlined herein below shall be observed:

SECTION 29.2: AUTHORITY shall recognize one (1) steward for UNION. There shall be a steward for PAINTERS at all times during working hours, who shall assist in the coordination of efforts in behalf of the best interest of all concerned. They shall be the only representatives on the job of UNION and there shall be no discrimination against them because of their activities in behalf of UNION. They shall have the privilege during working hours of checking any and all workers doing PAINTER work and materials on the job to be used; however, such privilege will be granted upon having been requested and after they have first notified the Director or Director's designee. They shall conscientiously attempt at all times to eliminate any infraction of the AGREEMENT. They shall report any violation of this AGREEMENT, City, State or Federal laws that may come to their attention. They shall take the proper action to avoid jurisdictional disputes with AUTHORITY from the Business Agent. The official Business Agents of UNION shall have the right to go on all jobs where PAINTERS are working and they may consult with the steward at all times to the extent that such consulting does not extend the time of work being performed or affect its performance. UNION will notify AUTHORITY of changes in stewards.

SECTION 29.3: Union Steward shall be allowed nine (9) hours of paid time per calendar month to process grievances. AUTHORITY and UNION encourage PAINTERS and supervisors to first discuss and attempt to resolve any complaints or differences orally, outside of the formal grievance procedure. No UNION representative, steward, member or aggrieved employee shall leave assigned work in order to conduct UNION business prior to notifying DIRECTOR or Designee. All UNION representatives, stewards, members or aggrieved employees must document the hours they are engaged in UNION activity during the workday in the manner as set forth in Appendix B. Time lost from work for said UNION activity shall not be unreasonable. If

AUTHORITY considers the UNION is abusing the time permitted for UNION business under this Article, the Union President (or Business Agent) will be contacted so that the UNION may obtain corrective action from the employee.

STEP 1. UNION Steward, with aggrieved PAINTERS, shall take up the grievance or dispute with the issuer of the action which is grieved. If the issuer is the Department Head, the UNION steward, with aggrieved EMPLOYEES shall present the grievance to the Department Head within ten (10) working days of the date of the alleged violation or their knowledge of its occurrence. The grievance shall be in writing, and shall include the grievant's name, classification, date the grievance was filed, date and time the alleged violation took place, a brief description of the incident, the Articles and Sections of this AGREEMENT claimed to be violated, and the specific remedy sought. The Department Head shall meet with PAINTERS, Steward and local Business Representative within five (5) working days after notice of the grievance has been given. The Department Head shall respond in writing within five (5) working days after the Step 1 meeting.

STEP 2. If the grievance is not satisfactorily settled at Step 1, UNION may appeal the grievance to DIRECTOR in writing within five (5) working days after receipt of the Step 1 answer. DIRECTOR shall meet with UNION Grievance Committee on a needed basis to discuss all Step 2 appealed grievances, when there are grievances to discuss. The Grievance meetings shall be conducted after regularly scheduled work hours. UNION Grievance Committee shall be composed of not more than two (2) PAINTERS representatives and one (1) non-PAINTERS representative of UNION. If the grievance is not satisfactorily settled at Step 2 with DIRECTOR, DIRECTOR shall issue a written answer within seven (7) working Days after the Step 2 meeting. The written answer shall be given to the Business Representative and to the Steward who filed the grievance.

STEP 3. MEDIATION STEP: Either UNION or AUTHORITY may initiate mediation of a grievance by written notice to the other party within seven (7) days of Step 2, DIRECTOR's decision. Upon receipt of such written notice, the time limits of the grievance procedure will be suspended until either (1) mediation of the grievance is concluded by written notice from the mediator; or (2) either party rejects or rescinds in writing its participation in mediation, whichever (1 or 2) first occurs. The grievance time limits shall begin again upon receipt of the notice in (1) or (2). Guidelines for mediation shall be:

- a) The grievant and representatives of UNION and AUTHORITY are entitled to attend the mediation.
- b) While the grievance mediation is being utilized, the time limits for the grievance procedure are suspended as provided herein.
- c) The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.

- d) The mediator's notes are confidential and will be destroyed at the conclusion of the grievance meeting. The mediator shall be a neutral party selected by mutual agreement of UNION and AUTHORITY, and shall by mutual agreement of UNION and AUTHORITY and shall not testify for either the UNION, the grievant, or the AUTHORITY in any proceeding regarding the grievance.
- e) The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.
- f) The mediator has no authority to compel as resolution for the grievance.
- g) If the parties cannot resolve the grievance, the mediator may provide the parties, in joint or separate sessions, with an oral advisory opinion.
- h) If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures set forth in Step 4 below.
- i) No statement given by either party as part of the grievance mediation process, or any documents prepared for or used during a mediation session, can be used during arbitration proceedings.

STEP 4: If the grievance is not satisfactorily settled at STEP 3, UNION may, within thirty (30) calendar days after: 1) receipt of the STEP 2 answer; 2) unsuccessful conclusion of Step 3 mediation; or 3) the rejection of a written request for mediation, submit the grievance to arbitration. UNION shall notify the Federal Mediation and Conciliation Service or the American Arbitration Association and AUTHORITY at the same time of its intent to appeal the grievance. The arbitration must be scheduled promptly. The parties agree to use the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Arbitrator must reside within a 150 mile radius of AUTHORITY unless by agreement of the parties. The arbitrator shall be chosen in accordance with the rules of the arbitration entity. The fees and expenses of the arbitrator shall be borne by the losing party unless otherwise determined by the arbitrator. Any cancellation fee due the Arbitrator is by the party/parties canceling the arbitration. If the cancellation is at the request of both parties, the costs shall be equally borne by both parties. Furthermore, aggrieved PAINTERS, their Steward, and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending an arbitration proceeding.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application and/or compliance with the provisions of AGREEMENT, including all disciplinary action. In reaching his/her decision, the arbitrator shall have no authority: 1) to add to or subtract from or modify in any way any of the provisions of this AGREEMENT; 2) to pass upon issues governed by law; or, 3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him/her.

The grievance procedure set forth in this AGREEMENT shall be the exclusive method of reviewing and settling disputes between AUTHORITY and UNION and/or between AUTHORITY and PAINTERS and all decisions of arbitrators consistent with Step 4 and all pre-arbitration settlements reached by AUTHORITY and UNION shall be final, conclusive, and binding on AUTHORITY, UNION and PAINTERS. A grievance may be withdrawn by UNION at any time and the withdrawal of any grievance shall not be prejudicial to the decisions of the parties as they relate to that grievance or any future grievances.

SECTION 29.4: POLICY GRIEVANCE: A policy grievance which affects a substantial number of PAINTERS may initially be presented by UNION at STEP 2 of the Grievance Procedure.

SECTION 29.5: The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of AUTHORITY and UNION, be binding. If AUTHORITY fails to timely respond under the terms of the Grievance Procedure, the grievance shall be granted in accordance with the relief requested. If UNION fails to process a grievance within the specified time frame of the procedure, then the grievance is automatically considered withdrawn with regard to that incident. If a deadline falls on a non-business day, the deadline will automatically be extended to the next business day.

ARTICLE 30 STRIKES – WORK STOPPAGES – LOCKOUTS

SECTION 30.1: 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.

SECTION 30.2: UNION, its officers and agents agree that during the time of this AGREEMENT, there shall be no strikes, work stoppages, concerted "sick" leave, slow down in performance, suspension of work, or interruption or impeding of work. No officer or representative of UNION shall authorize, instigate, aid, encourage, suggest or condone any such activities. AUTHORITY agrees that there shall be no lockouts of PAINTERS during the term of this AGREEMENT.

SECTION 30.3: Failure of UNION to comply with the provisions of Section 30.2 may result in an action against UNION, and/or dismissal of PAINTERS involved in the activities prohibited by Section 29.2.

ARTICLE 31 TEMPORARY EMPLOYEES AND APPRENTICESHIP PROGRAM

SECTION 31.1: Within sixty (60) days of the execution of this AGREEMENT, UNION and AUTHORITY agree to meet and discuss the feasibility and possibility of using additional individuals as painters on a temporary basis, such as for special projects, on a as needed basis.

SECTION 31.2: Within sixty (60) days of the execution of this AGREEMENT, UNION and AUTHORITY agree to meet and discuss the feasibility and possibility of implementing an apprenticeship program for this bargaining unit.

ARTICLE 32
TOOLS AND SUPPLIES

Employees are not authorized to use or borrow YMHA tools, equipment or supplies for personal use, either on or off the premises.

In the event tools, equipment or supplies issued to an employee for use in performing assigned job duties are lost, stolen, or damaged, it is the employee's responsibility to report such loss to the supervisor. The supervisor will investigate the circumstances of the loss, and evaluate against a standard of reasonable use, with normal wear and tear excepted. If the employee is responsible for the damage or loss, the supervisor will inform the employee of all the determination, charge the employee for the reasonable value of the property and reissue replacements as appropriate. Employees may reimburse YMHA either by check or through payroll deduction.

Tools, equipment and supplies provided to employees by YMHA for use in the performance of their duties remain the property of YMHA and must be returned upon termination of YMHA employment. The cost of any outstanding property will be deducted from the employee's final paycheck.

If the value of the loss exceeds the applicable insurance deductible, the employee will be financially responsible for the total amount only of the act that caused the loss was deemed intentional.

ARTICLE 33
MILEAGE REIMBURSEMENT

An employee may request reimbursement for mileage when appropriate. YMHA's rate of reimbursement shall be consistent with the State of Ohio's rate of reimbursement. If an adjustment is made, a notice will be sent to all employees. The date of the notice shall be the effective date of the change.

A private vehicle may be used only when a YMHA owned vehicle is not available. An employee may use a private vehicle only if the owner is insured under a liability insurance policy that complies with ORC § 4509.51.

Employees may be required to carpool when mileage reimbursement will be sought.

There is no reimbursement for mileage commuting from your residence to your work or from work to your residence.

Smoking is prohibited in all YMHA owned vehicles.

ARTICLE 34
DURATION

SECTION 34.1: This AGREEMENT shall become effective immediately at 12:01 a.m. on September 1, 2010, and shall continue in full force and effect through midnight, August 31, 2011.

SECTION 34.2: During the term of this AGREEMENT, negotiations will not be reopened for the purpose of modifying the AGREEMENT in any way unless provided for in the AGREEMENT or unless agreed to by both parties in writing and appended to this AGREEMENT.

SECTION 34.3: Upon written notice by either party to the other not earlier than ninety (90) days nor less than sixty (60) days prior to the expiration date of this AGREEMENT, renegotiation of a successor agreement shall commence. At the first meeting, the parties shall agree to ground rules for negotiations and they shall agree to a deadline for the submission of written proposals which shall be within fifteen (15) days of the first meeting, unless extended by mutual agreement.

ARTICLE 35
ENTIRE AGREEMENT

SECTION 35.1: Prior to the effective date hereof, various agreements have been entered into from time to time and, except as such prior agreements have been incorporated herein, such agreements are terminated.

SECTION 35.2: During the negotiations resulting in this AGREEMENT, AUTHORITY and UNION each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Ohio Public Employment Bargaining Law imposes an obligation to bargain. This AGREEMENT contains the entire understanding, undertaking, and agreement of the AUTHORITY and UNION, after exercising their right and opportunity, and finally determines all matters of collective bargaining for the duration of its term. Changes of this AGREEMENT, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both AUTHORITY and UNION.

SECTION 35.3: If any term or provision of this AGREEMENT is, at any time during the life of the AGREEMENT, adjudged by a Court of administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this AGREEMENT.

SECTION 35.4: No waiver of any breach of any term or condition of this AGREEMENT, and no failure to enforce any term or condition of this AGREEMENT, shall be construed to be a waiver of any preceding or succeeding breach, or enforcement, of the term or condition, or of any other term or condition of this AGREEMENT.

IN AGREEMENT HERETO, the parties have set their hands this 12th day of _____, 2011. BJK5

FOR UNION:

[Signature]
Business Representative Local 476

FOR AUTHORITY:

Chairman of the Board

[Signature]
Executive Director

7/12/11