

SERB Case #2010-MED-04-0619



AGREEMENT

BETWEEN

LOCAL 2279 OHIO COUNCIL 8, AFSCME, AFL-CIO

AND

OHIO COUNCIL 8, AFSCME, AFL-CIO

AND

TRUMBULL METROPOLITAN HOUSING AUTHORITY
MAINTENANCE UNIT

EFFECTIVE

JULY 1, 2010 THRU JUNE 30, 2013

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PREAMBLE

This Agreement is made by and between the Trumbull Metropolitan Housing Authority of Trumbull County, Ohio, hereinafter known as the Authority or Employer, and AFSCME, Ohio Council 8, Local 2279, AFL-CIO, hereinafter known as the Union.

This Agreement has as its purpose the promotion of harmonious relations between the Authority and the Union and is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation, in the establishment of the terms and conditions of their employment.

ARTICLE 1 - INTENT OF THE AGREEMENT

Section 1.1 It is the intent and purpose of this Agreement to set forth understandings and agreements between the parties governing wages, hours of work, working conditions, fringe benefits and other terms and conditions of employment for all employees included in the bargaining unit as defined herein. This Agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances which may arise.

ARTICLE 2 - UNION RECOGNITION

Section 2.1 The Authority recognizes the Union as the sole and exclusive bargaining representative for all maintenance employees of the Trumbull Metropolitan Housing Authority.

Section 2.2 Other provisions of this Agreement notwithstanding, it is agreed that the Union shall be recognized for the bargaining unit as described by the State Employment Relations Board (SERB) "Certification Pursuant to Request for Recognition", Case No. 94-REP-06-0107, which is attached as an Appendix to this Agreement.

Section 2.3 Any new classification which may be included in or excluded from the bargaining unit shall become a subject of bargaining between the Union and the Authority. Should an impasse be reached in any dispute relative to the inclusion or exclusion of a new classification the dispute shall be resolved as provided by Chapter 4117 of the Ohio Revised Code.

Section 2.4 The Union recognizes that the following employees are excluded from the bargaining unit: participants in the temporary resident employment and training programs; Federal, State, and local agency training programs (CWEP, PIC, JTPA, etc). These programs are for a temporary duration to be determined by the applicable Federal, State, and local regulations.

ARTICLE 3 - CONTRACTING OUT/OUT SOURCING

Section 3.1 The Authority agrees that it shall not contract or outsource any work normally performed by the bargaining unit, nor shall any work normally performed by the bargaining unit be assigned to or performed by non-bargaining unit employees.

Section 3.2 This Article 3 does not apply in cases of emergency nor to work normally and historically performed for the Authority by outside contractors.

Section 3.3 It is agreed that prior to any new or dissimilar work being contracted, out sourced, assigned to or performed by any non-bargaining unit employee, members of the bargaining unit shall be given fair and ample opportunity to demonstrate their ability to perform such work.

Section 3.4 The Union acknowledges that certain agreements and practices currently exist whereby the Authority is using outside sources and independent contractors to: (1) perform work that is not normally performed by the bargaining unit; and (2) some work that is normally performed by the bargaining unit as an adjunct to the bargaining unit. It is agreed that these agreements and practices shall continue, provided however, the Authority shall not contract out any work normally performed by the bargaining unit during any period of lay-off, nor shall the Authority contract out bargaining unit work so as to erode the bargaining unit.

Section 3.5 When either party deems it necessary to consider contracting work, the question will be reviewed by the Labor/Management Committee and the decision of that committee shall be binding upon the parties.

ARTICLE 4 - NON-DISCRIMINATION

Section 4.1 The Authority and the Union agree that they shall not discriminate against any employee on the basis of age, gender, sexual orientation, color, creed, national origin, political affiliation, religion, marital status, disability or union activity.

Section 4.2 The Authority agrees that it shall not discriminate against, interfere, restrain or coerce any employee because of membership in the Union or because an employee holds Union office, nor shall it interfere with an employee's right to become a member of the Union.

Section 4.3 Neither the Union nor the Authority will tolerate sexual harassment of any kind. Sexual harassment is defined as a continuing pattern of unwelcome sexual advances, request for sexual favors, or other verbal, or physical conduct of a sexual nature by supervisors, fellow employees, or clients under any of the following conditions:

- a. when submission to the conduct involves a condition of the individual's employment, stated or implied;
- b. when the individual's submission or refusal is used, or might be used, as the basis for an employment decision which affects the individual; and/or
- c. when the conduct unreasonably interferes with the individual's job performance or creates a work environment that is intimidating, hostile, or offensive.

TMHA's Director is responsible for handling all complaints of sexual harassment and for insuring that all are investigated fully and fairly, regardless of the manner in which they are made or the individuals involved and shall make a determination. Should the Director be the subject of a complaint of sexual harassment, then the complaint should be made to the Chairman of the Board, who shall investigate the complaint.

If the employee or the Union is dissatisfied with the determination of the Director or the Chairman, he may resubmit such complaint directly to Step 4 of the grievance procedure.

The Director, except in those cases involving himself, will review every case and insure that the complaint has been fully and impartially investigated. If the evidence shows a pattern of harassment as described above, the Director shall take appropriate disciplinary action against the offending employee, up to and including discharge from employment.

Section 4.4 ADA Compliance: The Union and the Employer agree this contract will comply with the Americans with Disabilities Act (ADA). If an employee with a bona fide

disability under the ADA makes a request for a reasonable accommodation under the Act, the employee has the right to Union representation during the process to identify the accommodation.

The Authority will notify the Union in advance of any reasonable accommodation it proposes to make. The notice will include information concerning the nature of the disability and the accommodation to be made. If the Union wishes to discuss the proposed accommodation, it will make written request of the Employer for a meeting to discuss the matter within five (5) working days of the receipt of the notice and the parties will meet before any accommodation is made.

Section 4.5 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 5 UNION RIGHTS AND REPRESENTATION

Section 5.1 Non-employee representatives of the Union shall have the right to enter the facilities of the Authority and visit with the employees covered by this Agreement for the purpose of ascertaining whether the Agreement is being observed by the parties and for the purpose of investigating and processing grievances in accordance with the Grievance Procedure contained in this Agreement. Union representatives shall request permission of the Director of the Authority or his designee to enter the premises. Said request shall be reasonable and presented during regular working hours. No request shall be unreasonably denied.

Section 5.2 The Authority recognizes the right of the Union to select local union officers, stewards and alternate stewards to represent the employees in grievances arising under the Agreement, so long as service to clients is not interrupted. These Union officers, stewards and alternate stewards shall be allowed reasonable time for the purpose of investigating grievances, processing grievances and the general administration of the Agreement. These officers shall request their respective supervisor to take time off and they shall be allowed reasonable time to conduct Union business, at the discretion of the supervisor. Such allowance shall not be unreasonably withheld. Such time shall not result in any loss of pay or any other benefit arising from this collective bargaining agreement.

Section 5.3 An employee who alleges having a grievance will notify the immediate supervisor and will ask the supervisor to call the steward or a local union officer. The steward or officer shall make arrangements with his/her supervisor, as outlined in Section 5.2 of the Agreement, prior to leaving the job site to visit with the employee. The employee and the steward or officer shall be given reasonable time to discuss the grievance, without loss of pay or benefit.

Section 5.4 Necessary employees, stewards and other appropriate officers of the Union may attend all grievance meetings as contained in the grievance procedure without loss of pay or benefit.

Section 5.5 In the event a grievance is processed to arbitration, necessary employees, stewards, the Union president and all employee witnesses will be permitted to attend hearing without loss of straight time pay or benefit.

Section 5.6 Within time limits set forth in the grievance procedure, meetings shall be held at times mutually convenient and acceptable to the Authority and the Union.

Section 5.7 The Authority agrees to provide a bulletin board and space for placing the bulletin board, for use by the Union only, at each job site within the Authority. The placement of the bulletin board must be in an area which is easily accessible to the employees of the bargaining unit.

Section 5.8 It shall not be a violation of this Agreement and it shall not be a cause of discharge or disciplinary action if any employee within the bargaining unit refuses to enter upon any property involved in a lawful dispute directly involving a Union, refuses to go through or work behind any lawful primary picket line imposed by a union, or refuse to do work normally done by primary striking members of a union which is not otherwise the responsibility of the employee.

Section 5.9 Local Union representative will be allowed fifteen (15) minutes to speak with new hires of the bargaining unit during their initial orientation or their first day of work with the Authority. The Authority will schedule the time for the meeting. This meeting is for the purpose of introducing the new employee to their representative and explaining their Union rights and responsibilities.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 Unless expressly modified by other terms and conditions of this Agreement, the Union recognizes the right and responsibility of the Employer to administer the business of the Authority and in addition to the other functions and responsibilities which are granted under 4117.08(c) of the Ohio Revised Code, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the Authority, to promulgate reasonable rules and regulations and otherwise exercise the prerogatives of management which more particularly include but are not limited to:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall; or to reprimand, suspend, discharge, or discipline for just cause;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Authority's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the qualifications of employees, size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work; lack of funds; reorganization, consolidation, or abolishment of functions;
- E. To determine the hours of work and work schedules;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof with the exception that overtime is not to be considered mandatory for any individual employee when a sufficient qualified work force is available;

- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and
- K. To determine and implement necessary actions in emergency situations.

Section 6.2 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operations of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

Section 6.3 The Employer agrees that, in the exercise of its management rights, it shall abide by the terms and conditions outlined in this Agreement.

Section 6.4 It is expressly agreed and understood by the parties, notwithstanding, the provisions of ORC 4117.08(c)(5), all disciplinary actions, demotions, discharges, etc. are subject to appeal through the grievance procedures contained in this Agreement.

ARTICLE 7 NO STRIKE/NO LOCKOUT

Section 7.1 The parties to this Agreement recognize that the procedures set forth herein shall serve as a means for the peaceful resolution of all disputes which may arise during the term of this Agreement. Therefore, for the life of this Agreement, the parties agree to the following:

- A. That neither the Authority nor its officers or representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.
- B.
 - 1. That neither the Union nor its authorized officers or representatives nor any bargaining unit employee will directly or indirectly authorize, instigate, cause and/or condone and/or finance any strike, work

stoppage, slowdown or concerted "sick" leave by bargaining unit members; or other concerted interference with or the withholding of services.

2. In addition, the Union shall cooperate at all times with the Authority in the continuation of its operations and services and shall discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Authority is prohibited, and not sanctioned by the Union and order all employees to cease and desist and/or return to work immediately.

3. It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action up to and including discharge.

ARTICLE 8 DUES DEDUCTIONS/FAIR SHARE FEE

Section 8.1 The Authority shall deduct regular union dues, initiation fees and assessments from the pay of employees in the bargaining unit upon receipt from the Union of individual written authorization cards voluntarily signed by employees.

Section 8.2 Deductions will be made from the pay of all bargaining unit members who have authorized the deduction from each pay period. In the event an employee's pay is insufficient to satisfy the amount of the deduction, the Authority will make successive deductions until the amount to be deducted is satisfied.

Section 8.3 All bargaining unit employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union as a condition of employment. This condition is effective sixty-one (61) days from the employee's date of hire, or the date this agreement is signed by the parties, whichever is later.

The fair share fee amount will be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee is automatic and does not require a written authorization for payroll deduction.

The deduction of fair share fees will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8.

Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payment to the Union of the regular dues deductions.

The payment will be accompanied by an alphabetical list of the name, social security number and current address of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted.

Section 8.4 The Union shall notify the Authority as to the amount of regular Union dues and the amount of fair share fee to be deducted.

Section 8.5 All Union dues and fair share fee deductions will be transmitted to the Union no later than the fifteenth (15th) day following the end of the pay period in which deductions are made. These deductions shall be forwarded to the Controller of AFSCME Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512.

Section 8.6 Two lists will accompany each remittance of checkoff monies. (1) An alphabetical list of the name, social security number and current address of employees for whom a deduction was made and the amount of the deduction. (2) An alphabetical list of the name, social security number and current address of employees who were dropped from the previous checkoff list and the reason each was dropped. These lists are in addition to and separate from the fair share fee list as outlined in Section 8.3 above.

Section 8.7 Once funds are remitted to the Union, their disposition thereafter shall be the sole responsibility of the Union, and the Union agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Alleged errors in the payment of dues or fees must be made within ninety (90) calendar days of the receipt by the Union of the monthly dues and fair share deductions.

ARTICLE 9 PROBATIONARY PERIODS

Section 9.1 Newly hired employees will be required to successfully complete a ninety (90) day probationary period. Probationary period for new employees shall begin on

the first day for which the employee receives compensation from the Employer and shall continue for ninety (90) calendar days. Newly hired bargaining unit employees may join the Union and file grievances from the date of hire, except that termination during probationary employment is not subject to appeal through the grievance procedure.

Section 9.2 Employees continued in the service of the Authority subsequent to the first ninety (90) days of employment will receive full seniority and continuous service credit from the original date of hire.

Section 9.3 All employees promoted pursuant to the terms of this Agreement shall serve a probationary period not to exceed ninety (90) calendar days from the effective date of promotion and shall be paid at the prevailing rate of pay of the classification to which he/she is promoted.

Section 9.4 The Authority will immediately provide the Union with a notice of all bargaining unit employees hired or promoted by the Authority. Such notice shall contain the name, address, social security number, job site, job classification and the date of hire or promotion.

ARTICLE 10 SENIORITY

Section 10.1 Bargaining unit seniority shall be defined as the employees length of employment within the bargaining unit with the Trumbull Metropolitan Housing Authority. Bargaining unit members will be credited with one (1) day of seniority for each day of employment with the Authority.

Disability Leave, Family or Medical Leave, Workers' Compensation or any other approved leave of absence (paid or unpaid) shall not constitute a break in service and employees shall continue to accrue seniority for the duration of the leave. However, employees on any unpaid leave except Workers' Compensation shall have their continuous service date advanced in an amount equal to the time of unpaid leave taken.

Section 10.2 Employees who are reinstated within one (1) year of separation from employment with the Authority shall not lose their seniority. However, no seniority shall be credited for time separated from service.

Section 10.3 Seniority shall be lost, only when an employee:

- a) Quits or resigns and is not rehired within one (1) year;
- b) Is discharged for just and proper cause;
- c) Is laid off or on Worker's Compensation for a period of more than twenty-four (24) consecutive months;
- d) An employee is promoted out of the bargaining unit except that no break in seniority shall occur for ninety (90) days of the promotion. Should the employee elect to remain in the non-bargaining unit position subsequent to ninety (90) days of promotion then his/her seniority shall be "frozen" as of the date of promotion.
- e) Retires;
- f) Refuses recall or fails to report within fourteen (14) days from the date of a recall notice;
- g) Fails to report for work for more than three (3) consecutive working days without advanced notice to the Employer of his absence, unless he is physically unable to do so as certified by the appropriate authority;
- h) Is unable to perform his job duties due to illness or injury and unable to return to work upon expiration of any applicable leave.

Section 10.4 The Authority shall provide the Union with a current seniority and continuous service date list on or about January 15 of each year. Such list will show the name, address, social security number, date of initial employment, continuous service date, date of last promotion and classification seniority date

Section 10.5 The Union shall post all such seniority lists on bulletin boards provided. If an employee has disagreement with the information provided on the seniority list, he/she shall make such disagreement known to a steward or local union officer, who will then make any necessary corrections with the Authority. All corrections shall be made within thirty (30) days of the first knowledge of any discrepancy.

Section 10.6 In the event that two or more employees have the same seniority date with the Authority, the seniority of the individuals involved will be determined by the casting of lots.

The above "tie-breaking" procedure shall be applied in each instance where seniority must be determined by a tie breaking method.

ARTICLE 11
LAYOFF

Section 11.1 If the Employer determines to reduce the bargaining unit due to lack of funds, or lack of work, economy, reorganization, consolidation or abolishment of functions, employees shall be laid off in the following order:

- a) Temporary employees, seasonal employees, and part time employees;
- b) Employees who have not completed their initial probationary period;
- c) Employees who have completed their initial probationary period.

Participants in temporary resident employment and training programs as set forth in Article 2, Section 2.4 may remain in that program for the duration of the agreed upon employment period, unless a bargaining unit employee is qualified to participate in the program or grant. If the bargaining unit employee qualifies then he shall be permitted to bump any individual in the program as provided in Section 11.3 below. It is understood by the parties that participants in these programs shall only be permitted to perform those duties specifically outlined in the employee agreement and shall not be used in any other capacity during any period of layoff. Use of these participants is subject to the provisions of Article 3, Section 3.4 of this Agreement.

Section 11.2 Employees shall be laid off in accordance with the procedure outlined in Section 11.1 of this Agreement in inverse order of their seniority with the Authority.

Section 11.3 Employees who are laid off shall have the right to "bump" the least senior employee in a lower classification based on total Authority seniority provided they are qualified to perform such duties. Employees who are "bumped" out of a classification shall have the right to exercise their seniority subject to the procedure outlined in this Article.

Section 11.4 All employees of the Authority shall be given a minimum of fourteen (14) calendar days notice of layoff, and the Authority shall notify the employees of their rights pursuant to this Article. Such notice shall be sent by Certified Mail (return receipt requested), to the employee's last known address.

Section 11.5 Prior to any notice of layoff notice being sent to an employee, the Authority and the Union will meet for the purpose of attempting to find available employment within the Authority for the affected employee(s), subject to the layoff procedure outlined above. The Authority must provide the Union with copies of all layoff notices.

Section 11.6 In the event of a layoff, employees may request and receive payment for all or any part of any accrued but unused annual leave and personal day. Payment of such time shall be made at the earliest possible opportunity but no later than fourteen (14) days of such request.

ARTICLE 12 RECALL

Section 12.1 When it is necessary to increase the workforce following a layoff, employees shall be recalled to their job classification from layoff or from any lower rated job classification into which they "bumped" during the course of the layoff, in accordance with their seniority, most senior employees recalled first.

Section 12.2 Employees who are on layoff shall have the right to recall for a period of twenty-four (24) months from the effective date of layoff.

Section 12.3 Any employee on layoff will be given fourteen (14) calendar days notice of recall. Such notice shall be by certified mail (return receipt requested) to the employee's last known address.

Section 12.4 Employees who "bump" into lower rated classifications shall have unlimited right of recall to their former classification.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 13.1 It is mutually understood that the prompt presentation, answering and adjustment of grievances is desirous to promoting sound relations between the Union and the Authority. A grievance, for the purposes of this Agreement is defined as a dispute, or difference between the Authority and the Union or the Authority and an employee, regarding the interpretation, application or compliance relative to any provision of this Agreement. Every employee and the Union shall have the right to present a grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal.

Section 13.2 So long as service to the clients is not interrupted Union stewards shall be allowed time during working hours to investigate and process grievances. Stewards, grievants and/or witnesses shall suffer no loss of pay as a result of such investigation or processing. All employees involved in the grievance process shall notify their immediate supervisor before leaving the worksite. All allowed time requested shall be granted at the discretion of the Supervisor and permission for the use of such time shall not be unreasonably denied.

Section 13.3 It is the mutual desire of the Authority and the Union to provide for the prompt adjustment of greivances. Every reasonable effort will be made to resolve a grievance at the earliest possible step. In furtherance of this objective the following procedure for the processing of grievances shall be followed provided, however, that the grievance shall be initially directed to the lowest step at which it can be resolved:

Step 1: Should an employee have a complaint, it will be brought verbally to the attention of the immediate supervisor within five (5) working days of the employee's first knowledge of the event giving rise to the complaint. The supervisor shall discuss the complaint with the employee and the Union and within five (5) working days of that discussion respond in writing to the complaint. If the employee or the Union is not satisfied with the response, they may within five (5) working days appeal this answer to Step 2 of the procedure.

Step 2: If the grievant or the Union is unsatisfied with the response at Step 1 of this procedure, the grievance shall be reduced to writing in sufficient detail to allow investigation and answer to said complaint, and submitted to the person designated to handle personnel matters of the Authority within five (5) working days of the receipt of the Step 1 response. The grievance shall be submitted on a form provided by the Union and shall set forth in precise language the alleged violation and the provision alleged to be violated. The person designated to handle personnel matters will schedule a hearing with the grievant, Union representative and witnesses within five (5) working days of receipt of the appeal. The designee will have five (5) working days after the hearing to submit a written response to the Union.

Step 3: If the grievance is unresolved at Step 2 of this procedure, the grievance may, within five (5) working days be appealed to the Director of the Authority. The Director shall have five (5) working days to schedule a hearing as to the disposition of the grievance. The Director shall respond to the grievance in writing within ten (10) working days of the Step 3 hearing.

Step 4. Arbitration. If the grievance is not satisfactorily adjusted in Step 3, the Union may appeal the grievance in the following manner:

- A. Within thirty (30) working days of the receipt of the Step 3 answer, the Union will notify the Director in writing of the Union's intent to arbitrate the grievance.

- B. Within five (5) working days of the notification, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of this list, the parties will meet within seven (7) working days to select an arbitrator. The arbitrator to hear the case will be selected by using the "alternate strike" method of selection. The Union shall first strike any unacceptable name from the list, and then the Authority shall strike and the process will continue until one name remains and that name will be selected to hear the dispute. Each party shall have the ability to reject one (1) list in its entirety. In this event the Union shall within five (5) working days of the rejection request an alternate list from the FMCS. In no case will more than three (3) lists be requested unless the third list is rejected by both parties.

- C. The arbitration step of the grievance procedure shall be conducted pursuant to the rules and procedures of the Federal Mediation and Conciliation Service. The Arbitrator's decision will be issued in writing not more than thirty (30) days from the close of oral arguments or the filing of briefs, unless the time period is mutually extended by the parties. The fees and expenses of the Arbitrator shall be borne equally by the Employer and the Union.

Aggrieved employees, stewards, union representatives and necessary witnesses shall not suffer loss of any regular wage or benefit for time off the job while attending an arbitration proceeding.

All decisions of the arbitrator shall be final, conclusive and binding on the Authority, the Union and the employees. All pre-arbitration settlements reached between the Authority and the Union and all grievance answers not appealed shall be final, conclusive and binding on the Authority, the Union and the employees but shall be without precedent or prejudice and shall be without prejudice to any decision of the parties as they relate to

that grievance or any future grievances. Provided a grievance may be withdrawn by the Union at any time during the grievance procedure and that such withdrawal shall be without precedent or prejudice to any decisions of the parties as they relate to that grievance or any further grievances.

Section 13.4 The Union retains the right to modify or amend a grievance at any step of the grievance procedure. Any grievance which is modified or amended within the time frames of this Article 13 shall be remanded to the first step of the grievance procedure and the process will begin anew.

Section 13.5 All employees are entitled to have union representation at all steps of the grievance procedure and no union representative, witness, or grievant shall suffer any loss of regular wages or benefits while attending a hearing or investigating or processing a grievance, provided that the same is approved by supervisor. Approval shall not be unreasonably withheld.

Section 13.6 A policy grievance which affects a substantial number of employees may be submitted directly to Step 3 of the grievance procedure.

Section 13.7 The time limits set forth in this grievance procedure (Article 13 and Article 14 inclusive) shall, unless extended by mutual written agreement of the Authority and the Union, be binding upon both parties. If the Authority fails to timely respond under the terms of the grievance procedure, the grievance shall be granted in accordance with the relief requested. If the Union fails to advance or appeal a grievance within the time frames outlined in this procedure, the grievance shall be considered resolved based upon the last written answer of the Authority at the step the answer was given.

Section 13.8 In the event that an employee files a grievance with a supervisor who is scheduled to be absent in excess of five (5) working days, the Executive Director's designee shall answer the grievance as provided in Step 1 above and the Union may or may not waive the time frames of this Article 13.

A grievance may be filed at the lowest level of remedy. An employee who receives disciplinary action from the Executive Director or if the action involves the Executive Director, the Union and the employee can file the grievance directly to Step 3 of the procedure. Where a group of employees wish to file a grievance, it shall be filed at the Step which would be able to resolve the grievance. A group grievance must have the signature of at least one of the affected employees. The Union may file a policy grievance that affects all or a substantial number of employees directly to Step 3. All applicable time frames of the procedure must be met.

ARTICLE 14
PRE-DISCIPLINARY CONFERENCE/DISCIPLINE

Section 14.1 Employees may only be disciplined for just cause. Whenever the Employer determines that an employee may be suspended or terminated, a pre-disciplinary conference shall be scheduled prior to any disciplinary action being taken.

Section 14.2 Pre-disciplinary conferences will be scheduled during regular business hours of the Employer and notice of the hearing shall be provided to the Union and the employee not less than seventy-two (72) hours in advance of the scheduled hearing. No employee shall suffer loss of regular pay or benefits while attending such conferences.

Section 14.3 Pre-disciplinary conferences will be conducted before the Director or designee within five (5) working days of when the notice of the hearing is provided the Union and the employee. The employee may present any testimony, witnesses or evidence as to the discipline. The employee shall be represented by a Union representative.

Section 14.4 Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: 1) appear at the conference to present an oral or written statement in his or her defense; 2) appear at the conference and have a Union representative present an oral or written statement; or 3) waive in writing, the opportunity to have a pre-disciplinary conference.

Section 14.5 At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee may be represented by the Union or may choose to represent himself. The Union may have a representative present at all bargaining unit pre-disciplinary conferences. The employee or his/her representative will be permitted to confront and cross examine witnesses.

Section 14.6 Within ten (10) working days following such hearing, a written report will be prepared by the Director or his designee, concluding only as to whether or not the alleged conduct occurred and if discipline is or is not warranted in the case. Copies of the report shall immediately be provided to the Director, the Employee, and the Union. The Director will then decide what discipline, if any, is appropriate. The Union or the

employee may appeal the Director's decision directly to Step 4 of the Grievance Procedure as provided in Article 13.

DISCIPLINE

Section 14.7 In the event of suspension or discharge, the employee has a right to have his Steward or other union representative present, but in any event his representative shall be limited to one individual who shall receive paid time off for that purpose, and upon request, the employee shall be permitted to discuss his suspension or discharge with the representative in an area made available by the Authority before he is required to leave the premises.

An employee who is suspended or discharged shall be given written notice, with a copy to the Union, stating the reason for the disciplinary action. The Authority shall not discipline or discharge an employee except for just and proper cause.

Disciplinary action shall be corrective, progressive, and uniform in nature and taking into account the nature of the violation. The order of discipline is noted below:

- A. Oral Reprimand: Reduced to writing and placed in the employee's file with a copy to the Union.
- B. Written Reprimand: Reduced to writing and placed in the employee's file with a copy to the Union.
- C. Suspension: Notice of suspension will be given in writing, stating the reasons for the suspension, and a pre-disciplinary hearing will be provided as outlined in Article 14, Section 14.2 above, prior to any disciplinary action.
- D. Termination Notice will be given in writing, stating the reasons for the termination, and a pre-disciplinary hearing will be provided as outlined in Article 14, Section 14.2 above, prior to any disciplinary action.

Section 14.8 If the alleged offense involves a criminal matter in a court of law and it is determined that the final court disposition will impact discipline, the employee may be placed on Administrative Leave Without Pay until such court disposition has been rendered. The severity of the charges, the employee's work record and history shall be taken into consideration in each case.

If an employee has received discipline in the form of leave without pay and the employee is subsequently found to be innocent, the employee will receive reimbursement of pay.

If the alleged offense involves a matter of a serious nature, (such as gross misconduct, including but not limited to violence, theft, sexual harassment) as to warrant immediate removal and it is determined that the final disposition will impact discipline, the employee may be placed on Administrative Leave Without Pay until such final disposition has been rendered. The severity of the charges, the employee's work record and history shall be taken into consideration in each case.

Section 14.9 Reprimands and disciplinary actions taken by the Authority against any employee shall be placed in the employee's personnel file. Any written material associated with the disciplinary action(s) shall cease to have any force or effect for any subsequent discipline in accordance with the following schedule, provided there is no intervening related discipline:

| | |
|-----------------------------|---------------------|
| Oral and Written Reprimands | 12 months |
| Suspension | 2 years (24 months) |

ARTICLE 15
PERSONNEL FILES

Section 15.1 Personnel Files: It is recognized by the parties that the Authority may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Authority. However, every member shall, upon request, be allowed to review his personnel file at any reasonable time. Any employee may review his personnel file by notifying the Director, or the person handling personnel matters, of his desire on the form provided by the Authority. A date and time will be scheduled within three (3) working days, whenever possible, and the employee will be so notified.

If any member is involved in a dispute regarding which matters in his personnel file may be material, any AFSCME representative shall also be granted access to the member's file at times where access is authorized in advance by the member in writing. Such written authorization shall specify "medical records" if the employee so intends.

Section 15.2 Inaccuracies: If an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a memorandum to the Director or his designee

explaining the alleged inaccuracy. If, upon investigation, the Director or his designee sustains the allegation, he shall do one of the following:

- a) The employee's memorandum shall be attached to the material in question and filed with it, and the Director or his designee shall note thereon his concurrence; or,
- b) The Director or his designee shall correct inaccurate material in the personnel file in accordance with law if he feels that the inaccuracies warrant such action.

Section 15.3 Clarification: Any material placed in a member's personnel file may be reviewed. If such material is not inaccurate, but the employee feels that clarification is necessary, he may submit to the Director or his designee, a written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding the administration or any other employee. The Director or his designee will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the employee's personnel file.

Except as otherwise provided in this Article and except for the Director or his designee, such files shall not be available for review by anyone without the prior, written authorization for such review by the employee whose file or information is requested except as otherwise provided by applicable law. Further, no information in an employee's personnel file will be shared with anyone outside the Authority except for the name, place of employment, date of employment and job classification, without the prior, written authorization of said employee except as otherwise provided by applicable law.

Section 15.4 Reprimands shall cease to have force and effect in accordance with Article 14, Section 14.9 above, provided that no disciplinary action of a similar nature occurs in the intervening period.

Section 15.5 This Article is subject to the provision of Section 149.43 of the Ohio Revised Code.

ARTICLE 16
HOURS OF WORK

Section 16.1 Work Week The normal work week shall consist of any five (5) consecutive work days.

Section 16.2 Work Day The normal work day shall be eight (8) hours exclusive of a one hour paid lunch period. Normal hours of operation shall be 8:00 a.m. - 5:00 p.m.

Section 16.3 Breaks There shall be two (2) non-cumulative fifteen (15) minute paid breaks during the normal work day. The first break shall be during the first half of the work day and the second shall be second half of the work day, and as near to the midpoint of these half days as is operationally practicable and so as not to disrupt service. Breaks shall take place at the work site, but not in an occupied unit.

Section 16.4 Lunch Periods The normal lunch period shall be at the midpoint of the working day. The lunch period shall be one hour in duration. If an employee is required to work through his lunch period he shall, at the Employer's discretion, receive an additional one hour pay or shall be permitted to leave work one hour early with no loss of compensation.

Section 16.5 Changes in Hours The Employer agrees not to change the normal hours of work pursuant to this Article 16 except to respond to exigent circumstances and with seventy-two (72) hours advance notice to the Union. Nothing in this Article shall prohibit the Employer from making emergency changes of a temporary nature.

ARTICLE 17
OVERTIME

Section 17.1 The Authority shall be the sole judge of the necessity for overtime work. The Employer will make every attempt to distribute the overtime work in a fair and equitable manner, providing that such attempts do not impair the orderly and efficient operations of the Employer. Predetermined overtime will be offered to employees in each classification in accordance with their classification seniority on a rotating basis, most senior employee in the classification first, and then in descending order of seniority to all qualified employees of the bargaining unit, until the overtime assignment is sufficiently staffed. If the overtime cannot be pre-determined then the employees at the site where the overtime is needed will be offered the overtime in accordance with their seniority.

Overtime assignments may be initially refused however, in the event an insufficient number of qualified employees voluntarily accept the work, the Employer may assign the work in inverse order of seniority (least senior first) until the assignment is adequately staffed to perform the work.

Equalization Predetermined overtime opportunities shall be equalized to as great an extent as possible. Employees who refuse an offer of overtime or who are unavailable for the assignment for any reason shall be credited for the purposes of equalization only, with the number of overtime hours worked as if he had accepted the assignment. An up-to-date overtime roster shall be kept by the Employer and displayed in a prominent place. The roster shall include the name and classification of each employee and the number of hours worked by or charged to each employee in their respective classifications. For the purposes of this section, servicing trash removal shall be considered "site specific" and not predetermined overtime.

Section 17.2 All employees in the job classifications covered by this Agreement shall receive one and one half (1 ½) times their hourly rate of pay for all hours worked in excess of forty hours per week as outlined in Article 16.1 above.

Section 17.3 All employees in the job classifications covered by this Agreement shall receive one and one half (1 ½) times their hourly rate of pay for all hours worked in excess of eight (8) hours as outlined in Section 16.2 above, in any twenty-four (24) hour period. It is not the intent of this Section 17.3 to allow the "pyramiding" of overtime.

Section 17.4 Holiday Work Employees required to work on any holiday provided by this Agreement shall be compensated at the rate of one and one half (1 ½) times their hourly rate of pay for each hour worked in addition to the regular holiday pay. In the case of continuous operations, an employee shall have the option of rescheduling the holiday in lieu of the premium pay and taking that alternative day off with pay. The rescheduling of the holiday shall be treated as in the same manner the use of a personal day.

Section 17.5 Call Outs A call out is defined as being recalled to work after an employee has completed the normal work day and has left the work site. Except as provided in Section 17.6 below, pay for such call outs shall be a minimum of one (1) hour at the rate of one and one half (1 ½) times the employees regular rate of pay or the appropriate overtime rate of pay for all hours worked, whichever is the greater. It is understood by the parties that the current practice of computing overtime work as "portal to portal" (i.e. From the time the employee leaves home until his return home) shall continue.

Section 17.6 Lockouts Employees shall receive a "flat rate" of **thirty** dollars (**\$30.00**) for "lock-out" services performed after regularly scheduled working hours and on weekends and holidays.

Section 17.7 On Call/Pagers Employees who are required to carry a paging device and remain "on-call" to respond to emergency situations shall receive One Hundred and **Sixty** Dollars (**\$160.00**) for each seven day week the employee is required to carry the pager.

The above compensation shall be in addition to the applicable "call-out", lock-out" and overtime rates listed in the appropriate sections of this Article 17.

Section 17.8 Shift Differential Employees who are assigned to work a second shift shall receive a shift differential of twenty-five (\$.25) cents per hour for each hour worked in the shift and third shift shall receive a shift differential of fifty cents (\$.50) per hour for each hour worked in the shift in addition to their regular hourly rate of pay. Employees who are schedule to work on a weekend shall receive a shift differential of fifty cents (\$.50) per hour worked.

Section 17.9 If an employee is required to work more than two (2) hours beyond normal quitting time, the employee shall be entitled to unpaid meal period not to exceed one-half hour in duration. The meal period shall be at the end of the first two (2) hour period or as near there as is practicable and the process shall be repeated every four (4) hours subsequent to the initial two-hour period until the overtime work is completed.

Section 17.10 If an employee is called out to work after the normal quitting time, the employee shall, at the end of each four (4) hour period or as near to as practicable, be entitled to an unpaid meal period not to exceed one-half (1/2) hour.

Section 17.11 The Employer shall provide transportation to and from the nearest place a suitable meal may be purchased and consumed.

ARTICLE 18 VACANCIES AND PROMOTIONS

Section 18.1 When the Employer determines that a vacancy exists or a new classification is created within the bargaining unit, the Authority shall post notice of such vacancies at each work site for a period of five (5) working days. The notice shall contain the job title, rate of pay, a job description and the date of the posting. Any employee who wishes to be considered for the position must file a written application

with the Director or his designee by the end of the posting period. All applications shall include the applicant's name, date of hire, current classification, and the date the application was submitted to the Authority. All applications shall be stamped upon receipt by the Authority and a copy of all applications and the job posting(s) will be provided to the Union at the end of the posting period.

Section 18.2 Within ten (10) days of the close of the posting period all timely filed applications will be reviewed considering the following criteria: seniority, qualifications as established by the job description and/or necessary to perform the job, ability, prior work record and evaluations. The preceding criteria shall not be unreasonably, arbitrarily or capriciously applied.

Lateral Transfers Prior to the awarding of any position, employees in the same classification as the posted vacancy will be given the opportunity to request a lateral transfer to a preferred job site where the vacancy exists. In making the determination to laterally transfer an employee due consideration will be given to the desires of the employee but final determination will be based on the needs of the Employer. Lateral transfers shall be awarded on the basis of seniority only, i.e. the most senior employee in the same classification desiring the lateral transfer.

Section 18.3 The position shall be awarded to the most senior applicant who meets the criteria in Section 18.2 above no later than twenty (20) working days from the close of the posting period. Once the selection has been made the Employer shall notify all the bargaining unit applicants of the name of the employee who was awarded the position or a notice of no selection shall be posted in each work site for a period of ten (10) working days.

Section 18.4 Employees awarded a job pursuant to the provisions of this Article 18 shall be given ninety (90) days to demonstrate their ability to perform the job on a regular basis. If they cannot demonstrate that ability, they shall be returned to their former classification or a similar classification without loss of seniority or benefits. Employees awarded the job under these provisions shall be provided with all reasonable help and supervision necessary to perform the required tasks assigned. Employees shall be considered qualified for the job when they can satisfactorily perform the required duties of the job with no more supervision than is required by other qualified employees in the same job classification and their work meets the minimum standard applicable to the job. Employees awarded a job under the provisions of this Article 18 shall be compensated at the regular rate of pay of the new classification. Employees shall be evaluated each thirty (30) day period for ninety (90) days.

If an employee is not approved, then the employee may return to the original position and, if there has been another employee who has filled the original position, that employee will be returned to his or her previous position, if there was a previous position. However, if the person who filled the prior position is a new employee, that new employee may be laid off. All "reverse bumping" will result in pay according to the position set forth in the contract.

Section 18.5 Temporary Assignments Nothing in this Article shall prevent the Employer from filling a vacant position for a maximum of ninety (90) calendar days pending the Employer's determination to fill the vacancy on a permanent basis.

Temporary vacancies created by annual leave, long term sick leave, worker's compensation leave or any other authorized leave of absence may be filled in accordance with Section 18.2 above. Employees awarded a temporary job assignment or assigned to work out of their classification shall be paid the prevailing rate of that classification if that rate is higher or the rate of pay for their normal classification if assigned to a lower paid classification.

ARTICLE 19 SICK LEAVE

Section 19.1 All members of the bargaining unit shall accrue sick leave credits at the rate of ten (10) hours per month and credited the last day of each month. Sick leave may be accumulated without limit and may be used in increments of one (1) hour. Casual, temporary and seasonal employees are not eligible for sick leave.

Section 19.2 Charging of Sick Leave Sick leave shall be charged in minimum increments of one (1) hour. An employee will be charged for sick leave only for the days upon which he would otherwise be scheduled to work. (e.g. a legal holiday occurring during an employee's sick leave will not be computed as a working day against sick leave).

Section 19.3 Uses of Sick Leave Sick leave will be granted to an employee, upon approval of the Employer and for the following reasons:

- a. Illness or injury of the employee or to care for or assist a member of the employee's immediate family in their illness or hospitalization. In all instances where the employee requests the use of sick leave other than for him/herself, a full explanation of the circumstances surrounding the request

must be included on the leave form for the Director's approval. If an employee is aware of the need to take leave prior to the date of the request the required form should be submitted, with the Supervisor's approval, to the Director for approval. If the Director determines that the use of sick leave is not appropriate, the employee will be charged with annual leave or in the absence of annual leave, with unpaid leave or in certain circumstances, an employee may be charged with absence without authorization;

- b. Death of a member of the employee's immediate family* up to a maximum of three (3) working days, plus reasonable travel times. The employee must provide adequate evidence of attendance at the funeral (e.g. a certificate from the funeral director);
- c. Medical, dental or optical examinations or treatment of an employee or a member of his/her immediate family*, which requires the presence of the employee;
- d. If a member of the employee's immediate family* is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of other employees;
- e. Pregnancy, childbirth, adoption and other conditions related thereto.

*Immediate family of an employee is defined as and is limited to: Parent or legal guardian, spouse, child(ren), spouse's children, step-children (employee is legal guardian or spouse is deceased and the child is a minor), brother, sister, grandparents, grandchildren, mother-in-law, and father-in-law.

Evidence pointing to the fact that sick leave is taken for trivial indisposition shall be cause for disciplinary action.

At the discretion of the Director, a physician's certificate authorizing the employee's return to work may be required for absences exceeding twenty-three (23) consecutive working hours, any time an employee is under the care of a physician, or when sick leave is the day before or the day after a TMHA holiday. If the illness or hospitalization

of a member of the employee's immediate family causes the employee to be absent from work for three (3) or more working days, the Director may require a written statement from a registered practicing physician supporting the absence.

If it is determined that an employee may be misusing sick leave, he/she may be required to substantiate all sickness by a statement from a physician and may be subject to disciplinary action as outlined in this Agreement.

Section 19.4 Reporting If an employee is unable to report for work due to illness and has not made previous arrangements, the employee or a family member must notify the Employer by telephone within fifteen (15) minutes of the scheduled starting time (normally between 7:45 a.m. and 8:15 a.m.) Notification by the employee should include the probable duration of the illness and the probable date of return to duty. If the employee fails to notify the supervisor of his absence, such absence may be considered unexcused and the employee may be subject to discipline as outlined in Article 14 of this Agreement.

Section 19.5 Family and Medical Leave

- A. Employees who have worked a minimum of twelve (12) months and a minimum of twelve hundred and fifty (1250) hours in the previous twelve (12) month period may be entitled to family or medical leave as outlined in the Family and Medical Leave Act (FMLA). Family or Medical Leave means a period of approved leave not to exceed twelve (12) weeks in any rolling base year (12 month period). Leave may be taken for:
1. The birth of an employee's child and/or to care for the child;
 2. The placement of a child with the employee for adoption or foster care;
 3. To care for a spouse, child, parent or spouse's parent who has a serious health condition as defined in the FMLA;
 4. For a serious health condition as defined in the FMLA which makes the employee unable to perform the essential functions of his/her job.

- B. Family or Medical Leave may be taken as follows:
1. An employee may elect to use any or all of his/her accumulated sick leave, provided the use of such leave is appropriate, and/or all or any of his/her accumulated annual leave;
 2. An employee may retain his sick leave and/or annual leave and take Family or Medical Leave without pay;
 3. Family or Medical Leave without pay as discussed herein shall be granted for a contiguous time period with only one contiguous time period granted per period of Family or Medical Leave without pay.
- C. All benefits which arise as a condition of this Agreement or as a condition employment will continue during an employee's paid period of absence (i.e. use of sick leave or annual leave). All fringe benefits except Health Care, Life Insurance and the accumulation of seniority will cease during any unpaid portion of the Leave. The continuous service date of employees having unpaid portions of leave will be advanced in an amount equal to the time of unpaid leave taken.
- D.
1. If the employee returns from Family or Medical Leave and has not exceeded twelve (12) weeks of leave in any rolling base year (whether he has exhausted any sick leave or not), the employee shall be placed in the same position, or a similar position if the same position is unavailable, with equivalent employee benefits, pay, and other terms and conditions of employment;
 2. If the employee does not return from Family or Medical Leave within the twelve (12) week period, but has unused sick leave, and returns prior to, or at the end of his sick leave, the employee shall be placed in the same position, or a similar position if the same position is unavailable, with equivalent employee benefits, pay, and other terms and conditions of employment, provided that the sick leave was used for an illness or injury of the employee;

3. If the employee does not return from Family or Medical Leave within the twelve (12) week period, but has unused sick leave, and the same is not used for the illness or injury of the employee, and returns prior to, or at the end of his sick leave, the employee shall be placed in the same position, or a similar position if the same position is unavailable, or in any other available position. If no position is available, said employee may use his seniority to "bump" into the unit in accordance with the provisions of Article 11.3 of this Agreement.
 4. An employee who is not returned to his same classification as outlined in (3) above, shall be automatically placed in the next available vacant position in that classification. Such automatic placement shall waive the posting and bidding requirements of Article 18 above.
 5. If an employee does not return from Family or Medical Leave within the twelve (12) weeks, and does not have any unused sick leave, he may, upon his return to work, be placed in an available position at the discretion of the Employer.
- E. Employees are required to request Family or Medical Leave at least thirty (30) days in advance, when the need is foreseeable, or with as much advance notice as possible when the need is unforeseen.
- F. When the leave is requested for medical reasons of the employee, he is required to support the request with a certification of the health care provider, stating the condition is one which would entitle the employee to the leave and that the employee is unable to perform the essential functions of his job. If the leave is to be intermittent, the statement should include the dates on which the treatment(s) is expected to be given and the probable duration of the treatment(s). Employees are required to produce a certification from the health care provider permitting the return to work and, if the return to work is with restrictions, a listing of those restrictions must be provided. Employees may return to work under temporary restrictions, with the approval of the Employer.
- G. When the leave is requested for medical reasons and involves the need for the employee to care for a member of his/her immediate family, a

certification as outlined in F above is required. Plus the medical provider shall provide certification that the employee is needed to care for the family member and the amount of time required by the employee for such care.

- H. When leave is needed as described in F and G above, the employee shall make a reasonable effort to schedule the leave so that disruptions to the operations of the Employer are minimized.
- I. Employees requesting leave for medical purposes as outlined in F above, may be required to submit to a second (and sometimes third) medical opinion by a physician chosen by the Employer. The cost of any second or subsequent medical opinion shall be at the Employer's expense.
- J. In the case of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, employees may use up to five (5) days of accumulated sick leave in the immediate post natal or adoption placement or foster care placement period(s) even when the use of sick leave is not appropriate.

Section 19.6 Extended Leave If an employee's illness or disability continues beyond the time covered by an employee's earned sick leave and FMLA leave, the employee may request a leave of absence for this reason pursuant to Article 21. Such request shall be submitted for the approval of the Director and/or Board and shall include a full explanation of the circumstances surrounding the request. Such requests shall not be unreasonably be denied, however, that no such request will be granted for a period to exceed 12 weeks. At the end of that 12-week period, if the employee is unable to return to work due to the employee's illness or disability, and the employee will file an application for Disability Retirement through the Public Employees Retirement System, the employee may be granted a leave of absence pending a determination of the merits of the application by PERS; or request a leave of absence pursuant to Article 21.

Section 19.7 Sick Leave as Severance Pay Any employee with a minimum of five (5) years of continuous service, who retires, dies or becomes disabled as determined by the applicable retirement system while in the employ of the Authority shall be entitled to severance pay under this Article. The amount of the severance pay is to be computed using the employee's continuous service date as set forth in the schedule below except that employees whose continuous service date is prior to July 1, 1975. Those employees shall be paid the lesser of 120 days (960 hours) or that amount of unused sick leave remaining as of the date of their retirement, death or disability. For

employees whose continuous service date is July 1, 1975 or later the amount of severance pay is computed as follows:

- A. At least five (5) years of continuous service but less than ten (10) years: The lesser of twenty-five percent (25%) of his accrued but unused sick leave not to exceed thirty (30) days (240) hours);
- B. At least ten (10) years of continuous service but less than fifteen (15) years: The lesser of fifty percent (50%) of his accrued but unused sick leave not to exceed sixty (60) days (480) hours);
- C. At least fifteen (15) years of continuous service but less than twenty (20) years: The lesser seventy-five percent (75%) of his accrued but unused sick leave not to exceed ninety (90) days or (720) hours.
- D. At least twenty (20) years of continuous service: The lesser of one hundred percent (100%) of his accrued but unused sick leave not to exceed one hundred twenty (120) days or (960) hours).

Payment shall be made in a lump sum and shall be computed in accordance with the schedule above using the highest hourly rate paid to the employee. An employee may be credited with accumulated unused sick leave while in the employ of the Civil Service of the State of Ohio, its several counties, or its several municipalities provided he/she did not receive payment for such leave upon termination of such service. Leave transferred from Civil Service may only be used as sick leave and not in computation of severance pay, subject to the limits of the Ohio Revised Code.

ARTICLE 20 INJURY/ILLNESS ON DUTY

Section 20.1 In the event an employee becomes disabled due to sickness or injury while actually working for the Authority, and the injury or illness resulted from the discharge of his duties for which the employee would be entitled to receive temporary total disability benefits from the Bureau of Worker's Compensation, the employee shall continue to receive his full regular pay less any compensation for weekly benefits received from the State of Ohio for a maximum of thirty (30) calendar days per injury.

Section 20.2 To apply for benefits under Section 20.1, written application must be made to the Director or his designee within ten (10) days of the commencement of the

leave. The application must be accompanied by a certificate from a registered physician stating that the employee is unable to work and that such disability is the result of or is concerned with the duties of the employee. It is the duty of the Director or his designee to approve or disapprove the application and in doing so may require the employee be examined by a physician of the Employer's choosing.

Before any employee makes application for benefits under this Article he shall first make application for Worker's Compensation benefits from any compensation fund to which the Authority contributes. He shall also complete an injury on duty form and an "Agreement to Reimburse" form provided by the Employer. No employee shall be entitled to injury on duty benefits until these requirements are met.

Section 20.3 In the event the injury or disability is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of the State of Ohio the employee shall be charged with all lost time against his accumulated sick leave or annual leave time unless the decision is overturned by a court of competent jurisdiction. Should an employee not have sufficient sick leave or annual leave to cover either all or part of the time off up to and including the date the claim is disallowed then any monies paid to the employee by the Authority under this Article shall be repaid to the Authority in a reasonable and expeditious manner at a rate to be determined by the parties.

ARTICLE 21 LEAVES OF ABSENCE

Section 21.1 Under conditions hereinafter specified, employees will be granted leaves of absence without pay (LWOP) for the following purposes: extended military service, to attend school in order that the employees may broaden their knowledge which may assist them to elevate to a higher position or benefit them in their current position, or for any other reason the Authority deems beneficial except to seek or accept employment elsewhere.

Section 21.2 Leave without pay not to exceed a total of twenty-two (22) working days in any one calendar year may be granted by the Director. LWOP in excess of that specified above must have approval of the Board.

Section 21.3 Employees granted leave without pay shall be subject to the following conditions:

- a. Leave of absence without pay will be authorized based on the merits of the request by the employee. The request must be

made in writing to the Director stating the purpose and the duration of the proposed leave. No LWOP shall be extended beyond its term except on reapplication by the employee and subsequent approval by the Director and/or the Board.

- b. The employee's continuous service date will be advanced by an amount of working days equal to the LWOP.
- c. All fringe benefits except health care, life insurance, and accumulation of seniority shall cease on a prorata basis as of the first day of LWOP.
- d. Health care benefits will be provided by the Authority for the first part of the month and the first full month of LWOP. Premiums for subsequent months of LWOP will be dealt with as the Board considers the leave request. In no circumstance will health care benefits be provided by the Employer for a period of LWOP exceeding twelve (12) months.
- e. Holidays occurring during a LWOP will not be paid as holidays, but will be counted as days off without pay.
- f. Absence with or without pay may be authorized by the Director to permit employees to attend meetings or conventions relating to the work of the Authority.

Section 21.4 Military Leave Request for military leave shall be granted to employees of the Authority who are members of the organized reserves of the Armed Forces of the United States or the National Guard in accordance with applicable Federal laws. Employees requesting military leave must submit their orders within twenty-four (24) hours of receiving such orders. The employee shall upon presentation of proof that they did service, receive their regular hourly rate of pay for their normal working hours and may remit to the Authority all fees received for such military service. In addition, the employee may elect to use accumulated vacation leave up to but not exceeding the length of such military leave.

Section 21.5 The Authority shall comply with the applicable Veterans' Reemployment rights under Federal law.

Section 21.6 Court Appearances

Jury Duty: An employee who is required to serve on a jury shall immediately notify the Employer and shall provide proof from the Court as to the need for such service. Employees shall be excused from work for the time required for such service. The employee shall be paid his regular rate of pay less any jury pay received provided the employee notifies the Director prior to such jury service and certifies to the Authority that he did serve and provides third party verification of the amount of jury pay received. In lieu of the above, the employee may elect to receive his regular pay in full by remanding to the Authority all funds received as pay for service.

Personal: The Authority will allow the use of annual leave in increments of one (1) hour each for employees who because of personal circumstances must make a court appearance.

Witness: An employee who is called to testify in court in proceedings involving the Authority or on behalf of the Authority shall be considered to be in full pay status.

The Authority will pay the difference between an employee's regular pay and any monies received by the employee as a result of the employee being subpoenaed to appear as a witness in any Civil or Criminal matter or when called to testify before a grand jury service and certifies to the Authority that he did serve and provides third party verification of the amount of jury pay received. Provided, however, that no employee shall be entitled to any monies as a result of being subpoenaed as a witness in matters that occur in the scope of other employment. In lieu of the above, the employee may elect to receive his regular pay in full by remanding to the Authority all funds received as pay for service.

Employees shall report for work when released as a witness unless the normal work day has ended.

Section 21.7 Union Leave Employees of the bargaining unit elected by the Union membership to attend meetings, conventions, and seminars of their International Union or affiliated Council on a regional, state or national level shall be granted leave for such purposes. Union leave for these purposes shall be limited to ten (10) cumulative days per calendar year, and shall be unpaid. An employee may request and be granted the use of annual leave time, compensatory time or personal day or a combination of any of the above for the unpaid portions of the leave. No more than three (3) employees may be granted Union leave at any one time.

Section 21.8 Bereavement Leave. In the event of a death of an employee's spouse, child, parent, sibling, grandparent, mother-in-law or father-in-law, the employee will be granted three (3) days of bereavement leave separate and apart from sick leave. The employee may also use 3 days of sick leave for a total of six (6) days leave. The employee must provide adequate evidence of attendance at the funeral (e.g. a certificate from the funeral director).

ARTICLE 22
HOLIDAYS

Section 22.1 All employees of the bargaining unit shall be entitled to the following holidays:

| | |
|------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |
| | One (1) Personal Day |

*The Employer will maintain minimum staffing levels, employees may take compensatory time or annual leave, subject to management approval.

Section 22.2 In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding the holiday shall be observed as the holiday. Should the holiday fall on a Sunday, then the Monday immediately succeeding shall be observed as the holiday. In any continuous operation, the holiday shall be observed on the day which they actually fall except as set forth in Article 17 of this Agreement. Personal days and rescheduled holidays must be taken in eight (8) hour increments.

Section 22.3 In addition to their regular pay, bargaining unit employees shall be compensated at one and one-half their hourly rate of pay for all hours worked on any of the days listed in Section 22.2 of this Article.

Section 22.4 Attendance Incentive Commencing July 1, 1995, employees shall be credited with additional annual leave time for each quarter of perfect attendance (i.e. no use of sick leave or Family or Medical Leave or Leave Without Pay, excluding Union Leave, during the quarter) in accordance with the following schedule:

- a. For each calendar quarter of perfect attendance two (2) additional hours of annual leave.
- b. Commencing with the fifth (5th) consecutive quarter and each consecutive quarter thereafter (4) additional hours of annual leave for each consecutive quarter of perfect attendance.

Any use of sick leave during a quarter shall result in accumulations beginning as in (a) above. However all balances for previous quarters shall not be affected.

Section 22.5 In order to be entitled to the holiday of one (1) Personal Day, in their first year of employment, a member of the bargaining unit must be an employee on or before July 1 of that calendar year.

ARTICLE 23 BENEFITS

Section 23.1 For the duration of this Agreement, the Authority agrees to provide at its costs, hospitalization and surgical benefits to permanent Employees. In the event the premium cost increases by ten percent or more, the Union and Authority agree to reopen the Agreement for the sole purpose of negotiating health care benefits. Such negotiations shall be conducted under the terms of Ohio's Collective Bargaining Procedure contained in Section 4117 of the Ohio Revised Code. The reopener will apply to benefits only. For purposes of this Article, notice to the Union must be sent to the Staff Representative assigned to the Local and to the Local Union leadership.

Section 23.1(A) In order to continue to provide employees with the best health care coverage at a reasonable cost, the Authority will provide only one health care benefit policy per family. If two employees are married to one another, one health care benefit policy will be provided with the other employee waiving coverage as provided under the terms of the health care plan. If a qualifying event occurs, the employee who previously waived coverage will be permitted to re-enter the plan as provided by the health care plan.

Section 23.1 (B)

- a. Effective January 1, 2005, an employee whose spouse is enrolled for medical coverage will pay a working spouse fee of one hundred (\$100) pre-tax dollars per month if the spouse:

1. Works a minimum of twenty (20) hours per week; and
2. Has access to continuous group health insurance coverage as part of his/her employment; and
3. Can receive this benefit at no charge.

Your spouse **MUST** enroll in his/her health insurance plan, at least for single coverage.

b. Even though your spouse **MUST** enroll in his/her health insurance plan for at least single coverage, your spouse can still be covered under the Authority's family plan.

1. Your spouse's plan will provide **PRIMARY** coverage for your spouse (and/or dependent children if enrolled in the spouse's plan).
2. The Authority's plan will provide **SECONDARY** coverage for your spouse (and/or dependent children is enrolled in our plan).

c. Access to continuous group health insurance coverage defined:

There are many situations that would be described as access to continuous health insurance coverage. For example, your spouse has access to coverage and must now enroll in his/her company's health insurance plan if:

1. Your spouse can enroll in his/her employer's health insurance plan at no cost.
2. Your spouse elects not to enroll in his/her employer's health insurance plan, receiving instead a stipend or higher salary. Your spouse **COULD** have taken the health insurance benefit at no cost and not received the stipend.
3. Your spouse receives a "cafeteria" insurance benefit from his/her employer that allows him/her to make the choice of health insurance, life insurance, annuity premium, etc. Your spouse has chosen to select other insurance or benefits options.

4. Your spouse is the owner or partner in a company that provides no cost health insurance benefits to its employees. (Your spouse has elected not to participate in this coverage).

Each employee that has a spouse enrolled for medical coverage will be required to complete a coordination of benefits (COB) questionnaire concerning spousal coverage. If an employee does not complete and return the required form within the designated period, coverage will automatically cease for that employee's spouse.

Section 23.2 For the duration of this Agreement the equivalent benefit level in place as of the date of the signing of this Agreement, shall remain in effect, except that any increase in cost levels shall be subject to negotiation between the parties pursuant to Section 23.1 of this Article.

Section 23.2(A) The parties agree to create a committee for the purpose of reviewing quotes submitted for medical coverage. The committee shall consist of three (3) members appointed by the Authority and three (3) members appointed by the Union. The committee shall review quotes compiled by an insurance broker and report their findings to their respective members. Once the broker has reported the findings and renewal rates are made available, the committee shall meet as soon as possible to review the findings. The committee shall function all year. The committee shall hold meetings as needed but at least annually.

Both the Authority and the Union and any and all employees shall provide any and all information necessary to the committee in order that they perform their duties set forth under their contract.

Such committee members shall not disclose any information regarding the medical records of any employee, except when required by law or except when carrying out the provisions of this section of the contract. Any member of this committee who violates this provision shall be removed from this committee and shall be subject to discipline.

Section 23.3 Life Insurance/AD & D Policy For the duration of this Agreement the Authority agrees to provide, at its cost, a life insurance/accidental death and dismemberment policy in the amount of \$20,000 to each full time bargaining unit employee.

Section 23.4 Effective July 1, 2004 and throughout the life of this Agreement, the Employer will contribute thirty-four dollars (\$34.00) per month per employee to the Ohio

AFSCME Care Plan for coverage in the following:

Dental II (\$34.00)

Section 23.4(B) Throughout the life of the Agreement, the Employer will provide Vision coverage to all bargaining unit employees at the same rates as outlined in Appendix E of this Agreement. In the event that the Employer is able to provide greater coverage, that change shall be automatic, however the level of coverage shall not be less than the rates set in Appendix E.

Section 23.5 For the duration of the Agreement, in the event a bargaining unit member is disciplined in the form of a suspension without pay, all fringe benefits except health care, life insurance, and accumulation of seniority shall cease.

ARTICLE 24
ANNUAL LEAVE

Section 24.1 All full time bargaining unit employees shall be entitled to annual leave with pay subject to the terms of this Article.

Section 24.2 Annual leave shall be earned by eligible employees at the rate shown below, credited and posted effective the last working day of the month. Accumulation shall begin with the first full calendar month of employment. Each new employee must be classified as a permanent employee before being eligible to take the leave. No leave in excess of that actually accumulated may be taken. "Continuous service date" as used in this Article shall be defined as in Article 10 of this Agreement. Only time in the continuous employ of the Authority will be considered in determining the rate of accumulation.

Continuous Service

1 month to less than 6 years
6 years to less than 12 years
12 years to less than 18 years
18 years to less than 24 years
24 years or more

Rate of Accumulation

1 day (8 hr.) per month
1.25 days (10 hr.) per month
1.5 days (12 hr.) per month
2 days (16 hr.) per month
2.5 days (20 hr.) per month

Section 24.3 Annual leave based on the actual years of employment may be accumulated up to but must not exceed three (3) times the annual accumulation rate as of July 1, of each calendar year.

Section 24.4 Legal holidays which occur during an employee's annual leave will not be tolled against the employee's leave.

Section 24.5 A permanent employee who is permanently separated from employment for any reason shall be paid in a lump sum for any and all accumulated annual leave at his/her highest hourly rate, not to exceed three (3) times the annual accumulation rate.

Section 24.6 Annual leaves will generally be scheduled for each calendar year between January 1 and January 31 of each year. Vacation preferences during this scheduling period shall be granted on the basis of seniority. Vacations requested outside the normal scheduling period shall be granted on a first come/first serve basis and seniority shall not govern the selection.

Section 24.7 Annual leave will be approved in advance by the appropriate supervisor and will be granted so long as an adequate work force is maintained at all times. Annual leave in increments of less than one (1) hour shall not be approved.

Section 24.8 Annual leave may be used in lieu of exhausted sick leave.

Section 24.9 In accordance with Section 009.44 of the Ohio Revised Code except as otherwise provided in this Section, a person employed, other than as an elective officer, by the state or any political subdivision of the state, earning vacation credits currently, is entitled to have his prior service with any of these employees counted as service with the state or any political subdivision of the state, for the purpose of computing the amount of his vacation leave. The anniversary date of his employment for the purpose of computing the amount of his vacation leave, unless deferred pursuant to the appropriate law, ordinance, or regulation, is the anniversary date of such prior service. This will not affect continuous service date but will only be used in determining your rate of accumulation for annual leave and will be effective immediately.

Section 24.10 Employees shall have the option to sell back up to 80 hours of annual leave each calendar year for cash payment at their current rate of pay and must have a minimum of twenty-four (24) hours remaining after cashing in. Employees must notify the Human Resources Department by November 1, of each year if they intend to cash in annual leave. Those payments will be made to employees no later than the first pay in December of each year.

ARTICLE 25
SEVERANCE PAY

Section 25.1 Upon separation from employment with the Authority or upon the death of an employee, all full time employees or their estate shall be entitled to all annual leave entitlements as outlined in Article 24 above, accumulated sick leave in accordance with Article 19 above and any unused compensatory time in accordance with Article 17 of this Agreement.

ARTICLE 26
WAGES

Section 26.1 **Effective upon the signing of the agreement**, all bargaining unit employees shall receive a **two percent (2%)** general wage increase retroactive to July 1, 2010.

Effective July 1, 2011, all bargaining unit employees shall receive a **two percent (2%)** general wage increase.

Effective July 1, 2012, all bargaining unit employees shall receive a **two percent (2%)** general wage increase.

Section 26.2 Compensation for all employees shall be based on their monthly rates of pay, payable semi-monthly. Overtime and shift differential payments shall be payable one (1) pay in arrears.

Section 26.3 Effective with the first full pay period of January 1996 all employees in the classification of Laborer B with two (2) or more years of classification seniority shall be promoted to Laborer A.

Section 26.4 PERS Pickup For the duration of this Agreement, the Employer agrees to continue to pay on behalf of each employee, the employee's share of the PERS contribution.

Section 26.5 Effective December 1998 and every year thereafter each bargaining unit employee shall receive \$25.00 per year in longevity benefits after completion of five (5) years of service. The first year longevity payment will be made on December 15, 1998. A lump sum payment will be made November 30th of every year thereafter. Eligible employees must be in the employ of TMHA on December 1st in order for the longevity payment to be made. Longevity payments will be capped at \$750.00.

ARTICLE 27
SUCCESSOR AGREEMENT

Section 27.1 If for any reason the Management of the Trumbull Metropolitan Housing Authority should be changed from public sector to private sector management, or for any other reason be removed from the auspices of HUD (e.g. Management of the Authority is transferred to a not for profit agency or a private for profit agency), any successor employer must agree to honor the terms and conditions of this Collective Bargaining Agreement prior to any transfer of the management of the Authority.

ARTICLE 28
SEVERABILITY

Section 28.1 It is the intent of the parties that this Agreement comply with applicable law. Should a court of competent jurisdiction determine that a provision of this Agreement is illegal, such provision and that provision only shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event a provision of this Agreement is found to be unlawful, the Employer and the Union shall meet within ten (10) calendar days of the finding for the purpose of negotiating a lawful alternative provision. The meeting will not be used for other purposes other than negotiating on the unlawful section or clause.

ARTICLE 29
MODIFICATION

Section 29.1 The parties herein agree that any additions or modifications to the express terms of this Agreement or the negotiation or the application, interpretation, and/or exercise of the provisions of this Agreement may be made during the term of this Agreement only by mutual written agreement of the parties.

ARTICLE 30
LABOR/MANAGEMENT MEETINGS

In the interest of effective communication, the parties agree to form a Joint Labor/Management Committee which shall meet on an as needed basis, but at least once each calendar quarter. Requests for such meeting will be made at least five (5) working days prior to the requested meeting date. The request shall contain an agenda of the items the party wishes to discuss and the names of the representatives who will attend the meeting. The purpose of the meetings is to discuss the interpretation and administration of the Collective Bargaining Agreement, changes made by the Employer

which may affect the bargaining unit, Health and Safety issues, dissemination of information and other issues of interest to the parties.

No more than three (3) Union representatives (including the Ohio Council 8 Staff Representative) will attend the meeting. The parties may, through mutual agreement, invite additional individuals to attend and address specific issues. For issues pertaining to sub-contracting as outlined in Article 3.5, the committee shall consist of an equal number of Labor and Management representatives. Unresolved issues under 3.5 may be processed through the grievance procedure.

Union representatives shall not lose pay or benefits while attending these meetings.

ARTICLE 31 INCLEMENT WEATHER

Section 31.1 Employees shall be compensated for the number of hours for which they are scheduled to work during a weather emergency, in addition to regular pay. Employees not scheduled to work because of scheduled days off will be charged for the leave regardless of the declared emergency.

Section 31.2 If a local weather advisory is issued, i.e., a two hour delay, the employees shall be granted a two hour delay time of their scheduled start time, without loss of pay. It is understood that any time after the two hour delay process, the employee may use their own vacation or personal leave time, or time without pay.

Section 31.3 If an employee is unable to be at work at the regular starting time, the employee will be permitted to use annual leave in increments of one hour.

ARTICLE 32 AGENCY POLICIES AND PROCEDURES

Definitions and Procedures

- A. "Agency Policies and Procedures shall be defined as any rules, regulations and/or policies and procedures governing the employee's conduct and job duties during regularly scheduled work hours.
2. When any new current policies and procedures are established or revisions to the current policies and procedures are to be effectuated, the

Union shall be notified fifteen (15) days prior to any changes taking place. During this fifteen (15) day period the Union can request a labor/management meeting with the Employer to discuss said changes and its affect on the bargaining unit.

3. Employees shall be notified in writing, of any new policies and procedures or revisions of policies and procedures, five (5) days prior to the effective date of such policies and procedures.
4. All policies and procedures shall be reasonable, and shall be uniformly applied and enforced.

ARTICLE 33 EVALUATIONS

Section 33.1 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 at the end of the second and fourth month of employment. Employees transferring to another department and exit evaluations (upon termination of employment) will also be done on the form provided. All evaluations must be made by the immediate supervisor and signed by the employee.

Section 33.2 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 33.3 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 Article 14 of this Agreement. Disciplinary action may be taken for unrelated performance issues.

Section 33.4 Employees shall be permitted to write their own comments about their evaluations and said comments will be attached to the evaluation and made part of the personnel file.

Section 33.5 The summary of any conferences 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 34 TEMPORARY POSITIONS

Temporary Positions; Procedures; Exceptions

- A. Temporary positions are those positions in which work is of a temporary nature and a specific duration, normally not to exceed ninety (90) days, except when the temporary employee is doing the work of an employee on an approval leave of absence. In such cases, the duration shall not exceed the approved leave of absence. Temporary transfers shall be offered to employees on a voluntary basis. If there are no volunteers, a temporary transfer shall be assigned to the most qualified senior employee in the affected classifications. At the conclusion of the temporary transfer, the transferred employee shall be returned to his former position.
2. If at the end of the ninety (90) days, the Authority determines that the position should be continued on a full-time basis, the position shall be deemed permanent and posted and filled in accordance with the Vacancies and Promotions Articles of this Agreement.
3. The Authority may employ persons referred under the Job Readiness, students, and summer help. The use of these persons shall not replace or displace bargaining unit employees or erode the bargaining unit in any way.
4. When an employee agrees or is assigned to work in a classification in a position with a rate of compensation higher than the employee's rate of compensation, the employee shall be paid that rate of compensation. In no event shall an employee's pay be reduced as a result of a temporary transfer.

ARTICLE 35
JOB DESCRIPTIONS

Descriptions Provided to Employees

- A. Each employee in the collective bargaining unit shall receive his assigned position description within thirty (30) days of their appointment.

Union Notification of Job Descriptions and Table of Organizations

- A. The Employer will give the Union, through its representatives, copies of all job descriptions and the Table of Organization, as they become finalized.

ARTICLE 36
P.E.O.P.L.E. DEDUCTION

Section 36.1 The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payments shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members, the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be sole and exclusive obligations and responsibility of the Union.

ARTICLE 37
UNITED WAY PAYROLL DEDUCTION

Section 37.1 The Employer and Union agree to support the efforts of the local United Way by permitting voluntary contributions to be deducted via payroll deduction. The Employer and Union will each have volunteers to assist in the campaign. The goal of the Employer and Union is to have 100% employee participation.

Employees retain the right to subsequently revoke authorization by giving notice in writing to the Employer.

ARTICLE 38
DURATION

This Collective Bargaining Agreement shall be in full force and effect commencing upon the signing of this Agreement and shall continue in effect until expiration at 11:59 p.m. on June 30, **2013**. All wage provisions under Article 26 and the Attendance Incentive provisions under Article 22.4 of this Agreement shall be in force retroactively to July 1, **2010**. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration of this Agreement. The parties shall meet to commence negotiations within three (3) calendar weeks of receiving such notice of intent.

For the Union

Russell Kooze
Salada Khan

For the Employer

Orl W.
Russell Kooze
Russell L. Kooze

APPENDIX "A"

WAGE RATES

| <u>CLASSIFICATION</u> | <u>7/1/10</u> | <u>7/1/11</u> | <u>7/1/12</u> |
|-----------------------------------|----------------------|----------------------|----------------------|
| Maintenance Mechanic | \$17.52 | \$17.87 | \$18.23 |
| Maintenance Aide | \$17.35 | \$17.70 | \$18.05 |
| Laborer A | \$15.43 | \$15.74 | \$16.05 |
| Laborer B | \$14.22 | \$14.50 | \$14.79 |
| Janitor/Janitress | \$14.22 | \$14.50 | \$14.79 |
| Building/Housing Inspector | \$16.35 | \$16.68 | \$16.35 |

APPENDIX "B"
CERTIFICATION

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of

Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO,

Employee Organization,

and

Trumbull Metropolitan Housing Authority,

Employer.

Case Number: 94-REP-06-0107

CERTIFICATION OF ELECTION RESULTS AND OF EXCLUSIVE REPRESENTATIVE

Before Chairman Pohler, Vice Chairman Pottenger and Board Member Mason: September 22, 1994.

Pursuant to Ohio Revised Code § 4117.07(C), the Board conducted a secret ballot election on August 31, 1994, for employees of Trumbull Metropolitan Housing Authority (Employer) in this appropriate unit:

Included: All maintenance employees of the Trumbull Metropolitan Housing Authority.

Excluded: All management level employees, professional employees, guards and supervisors as defined in the Act, all clerical employees and all seasonal and casual employees as defined by the SERB.

The results of the election are: thirty (30) votes were cast, twenty-five (25) votes were for Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and five (5) votes were for "no representative."

Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, has received a majority of the ballots cast and is certified as the exclusive representative of all employees in the unit.

It is so directed.

POHLER, Chairman; POTTENGER, Vice Chairman; and MASON, Board Member, concur.

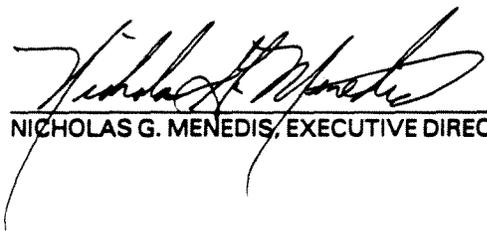


SUE POHLER, CHAIRMAN

CERTIFICATION OF ELECTION RESULTS AND OF EXCLUSIVE REPRESENTATIVE
Case No. 94-REP-06-0107
September 22, 1994
Page 2

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code § 119.12 by filing a notice of appeal with the Board at 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, and with the Franklin County Common Pleas Court within fifteen days after the mailing of the Board's directive.

I certify that this document was filed and a copy served upon each party and the representative of each party by certified mail, return receipt requested, this 22nd day of September, 1994.



NICHOLAS G. MENEDIS, EXECUTIVE DIRECTOR

JHE/mw/9-22b/33-34

APPENDIX "C" DUES CHECK OFF



PUBLIC SECTOR AUTHORIZATION
MEMBERSHIP AND CHECKOFF CARD
AUTHORIZATION/MEMBERSHIP
LOCAL _____, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO



I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s)(the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.



CHECKOFF AGREEMENT



You are hereby authorized and directed to deduct from my wages, my membership fee, initiation fee if any, assessment or an equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name _____ Social Security No. _____
Address _____ City _____
State _____ Zip Code _____ Tel. No. _____
Email _____
Employer _____ Classification _____
Date _____ Signature _____
(Revised 5/99)

APPENDIX "D"
OFFICIAL GRIEVANCE FORM

AFSCME LOCAL _____
STEP _____



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____
CLASSIFICATION _____
WORK LOCATION _____ IMMEDIATE SUPERVISOR _____
TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

APPENDIX "E"

| | New |
|-----------|--------|
| Single | 25 |
| Bi-Focal | 35/40 |
| Tri-Focal | 45 |
| Contacts | 75/150 |
| Frames | 25 |
| Exam | 30 |

Memorandum of Understanding

AFSCME LOCAL 2279
TRUMBULL METROPOLITAN HOUSING AUTHORITY

The Authority and Union are in agreement regarding the following:

TMHA agrees to revise the Policies and Procedures Article XXVIII – Policies

Section Uniforms D(5) To reflect that maintenance employees will be supplied with two (2) Polo-type shirts with the housing authority logo for wear in the summer months (Memorial Day (May) to Labor Day (September)). TMHA agrees to the shirts beginning in 2010.

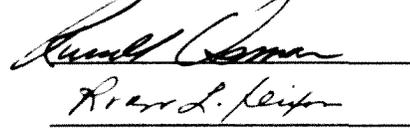
FOR THE UNION



DATE

7/28/10

FOR THE AUTHORITY



DATE

7-28-10