

SERB Case 2010-MED-05-0773



COLLECTIVE BARGAINING AGREEMENT

by and between

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY

and

AFSCME LOCAL 288

MANAGEMENT DIVISION

Effective September 1, 2010 through August 31, 2013

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PREAMBLE

This AGREEMENT shall be effective the **1st day of September, 2010** by and between the Youngstown Metropolitan Housing Authority of Youngstown, Ohio hereinafter referred to as “AUTHORITY” and American Federation of State, County and Municipal EMPLOYEES (AFSCME), Ohio Council 8, Local 288, AFL-CIO hereinafter referred to as “UNION”.

ARTICLE 1 **RECOGNITION**

SECTION 1.1: **BARGAINING RIGHTS:** AUTHORITY does hereby recognize UNION as the sole and exclusive bargaining agent of all AUTHORITY EMPLOYEES included in the unit as defined by the State Employment Relations Board (SERB) in its Amendment of Certification issued in Case Number 86-REP5-0161, dated February 11, 1988, attached as “Appendix A” of this AGREEMENT.

SECTION 1.2: **UNIT DEFINED:** Other provisions of this AGREEMENT notwithstanding, the bargaining unit description shall be as contained in the SERB certification Case Number: 86-REP5-0161, attached as “Appendix A” of this AGREEMENT.

SECTION 1.3: **EXCLUSIONS:** All new EMPLOYEES during their probationary period as defined in Article 8, Section 8.7 “Seniority”, of this AGREEMENT, and all temporary and seasonal EMPLOYEES and any EMPLOYEES participating in a training program are excluded from the unit.

ARTICLE 2 **INTENT AND PURPOSE**

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

SECTION 2.2: The AGREEMENT is also intended to provide a fair and responsible method of enabling EMPLOYEES covered under this AGREEMENT to participate, through UNION representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

SECTION 2.3: It is understood by all parties that all articles and terms of the AGREEMENT are subject to and conditioned upon approval by the Department of Housing and Urban Development (HUD). In the event this AGREEMENT is not approved by HUD, the AUTHORITY shall immediately notify UNION. UNION shall then have the right to return to negotiations and shall utilize the statutory dispute settlement procedure contained in the Ohio Revised Code Section 4117. It is understood that UNION shall have the right to strike if no AGREEMENT can be reached.

ARTICLE 3
MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 3.1: Except as specifically limited by explicit provision of this AGREEMENT AUTHORITY retains the exclusive rights as set forth in O.R.C. §4117.08(C), all management rights and functions possessed by the EMPLOYER prior to entering this AGREEMENT, and such other rights as are usually and customarily regarded as reserved to management discretion. The management right reserved to the EMPLOYER hereunder include, but are not limited to, the following: The right to hire, rehire, layoff, recall, promote, suspend, demote, discipline and discharge EMPLOYEES for just cause; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer EMPLOYEES (including assignment and allocation of work within departments or to other departments and temporary transfers); to introduce new and/or improved equipment and methods; to determine work methods; to determine the size and duties of the work force, the number of shifts required and work schedules; to establish, modify, consolidate or abolish jobs (or classifications) and to determine staffing patterns, including but not limited to, assignment of EMPLOYEES, number employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein. It is the intent of the parties that any rights, privileges or obligations which are not specifically granted to UNION and EMPLOYEES by this AGREEMENT or by law are retained by AUTHORITY.

SECTION 3.2: When it becomes necessary for AUTHORITY to transfer EMPLOYEES to another worksite, AUTHORITY shall notify EMPLOYEES in writing, at least five (5) working days prior to such transfer.

SECTION 3.3: In the case of a temporary transfer AUTHORITY will provide written notification as soon as practicable.

SECTION 3.4: EMPLOYEES' immediate SUPERVISOR shall be designated and there shall be no dual supervision.

ARTICLE 4
DUES AND P.E.O.P.L.E. CHECKOFF

SECTION 4.1: Upon receipt of signed authorization of EMPLOYEES, AUTHORITY shall deduct from the salary or wage of EMPLOYEES such amount agreed to and designated by EMPLOYEES as regular UNION dues and transmit such amounts to the Treasurer of Local 288 on a bi-weekly basis.

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

SECTION 4.3: Other provisions of the AGREEMENT notwithstanding, all EMPLOYEES in the bargaining unit who, four (4) months from the date of hire, are not in good standing of UNION shall pay a fair share fee to UNION as a condition of employment. The fair share fee amount shall be certified to AUTHORITY by the Treasurer of UNION. The fair share fee from any earnings shall be automatic and does not require a written authorization for payroll deduction. UNION shall comply with all federal and state laws and regulations regarding determination and processing of fair share fee amounts. UNION shall provide AUTHORITY a copy of the procedure. Payment to UNION of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

SECTION 4.4: UNION leadership will be responsible for EMPLOYEES signing membership cards and submitting the cards to the HUMAN RESOURCES DEPARTMENT for processing.

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

SECTION 4.6 Upon receipt from the UNION of individual written authorization cards, voluntarily executed by an EMPLOYEE, the EMPLOYER will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E (public Employees Organized to Promote Legislative Equality) Committee from the pay of bargaining unit members. P.E.O.P.L.E. deductions will be subject to the following conditions:

An EMPLOYEE shall have the right to revoke the authorization by giving written notice to the EMPLOYER and the UNION at any time and the authorization card shall state clearly on its face the right of an EMPLOYEE to revoke; and,

The EMPLOYER'S obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization, upon termination of employment, or upon acceptance of a job classification outside the bargaining unit; and,

The contribution amount shall be certified to the EMPLOYER by the UNION. The EMPLOYEE shall provide the EMPLOYER with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the UNION in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all EMPLOYEES for whom deductions have been made and the names of any EMPLOYEE for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.

Once an EMPLOYEE revokes authorization under this Article, the EMPLOYEE shall not be entitled to reauthorize voluntary contributions for a six (6) month period from the effective date of the revocation; and,

Indemnification; The parties specifically agree that the EMPLOYER assumes no obligation, financial or otherwise arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The UNION herein agrees that it will indemnify and hold the EMPLOYER harmless from all claims, actions or proceedings by any EMPLOYEE arising from the contributions made by the EMPLOYER pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the UNION of the monthly contributions.

*The UNION will ensure the Ohio AFSCME Care Plan gives all necessary forms and information to the EMPLOYER.

ARTICLE 5
WAGES

SECTION 5.1: The parties agree that the wage rates set forth in the AGREEMENTS shall be increased by **one and one half percent (1 ½ %)** effective September 1, 2010 by **one and one half percent (1 ½ %)** effective September 1, 2011 and by **one and one half percent (1 ½ %)** effective September 1, 2012.

ARTICLE 6
JOB CLASSIFICATION AND PAY SCALE

SECTION 6.1: EMPLOYEES covered by this AGREEMENT who are employed in the below listed classifications shall be paid as set forth herein, subject to HUD approval.

SECTION 6.2: The following chart reflects a **one and one half percent (1 ½ %) wage increase** for the purpose of determining the classifications and pay scale effective October 2, 2009.

<u>CLASSIFICATION</u>	<u>RATE</u>
Inventory Manager	21.1526
Contract Specialist	20.8773
Buyer	18.6934
Assistant AMP Manager	18.3677
Fixed Asset Manager	17.8031
HQS (Housing) Housing Inspector	17.8029
Accounting Clerk	16.8592
Housing Applications Specialist	14.6652
Inspector Scheduler	14.6652
Field Housing Management Clerk	13.9258
Secretary	13.4183
Receptionist	12.9616
Work Order Clerk	12.9616
General Clerk	12.9616
Zone (AMP) Manager	20.8278
MIS Manager	19.1531
Inspector/Spec Writer	17.8031

SECTION 6.3: Clarification: For clarification purposes on specific classifications:

- a. INVENTORY MANAGER: The classification of Inventory Manager shall not be filled once the current Inventory Manager vacates the position. This position will become the Fixed Asset Manager.
- b. REVISED CLASSIFICATIONS: Certain classifications have been combined as follows:

<u>Former Classifications</u>	<u>Revised Classification</u>
Asst. Zone Mgr. + Field Hsg. Mgr.	Assistant AMP Manager
Conv. Hsg. Appl. Aide + Section 8 Appl. Aide	Hsg. Appl. Specialist
Receptionist + Section 8 Receptionist	Receptionist

EMPLOYEES currently holding permanent positions in the above classifications shall continue to hold their positions under the new/combined classifications.

SECTION 6.4: The following chart incorporates the clarification of Section 6.3 and reflects reclassification and equity adjustments effective January 1, 2001 as well as the 1 ½% COLA granted on October 2, 2009. It also reflects a one and one half percent (1½%) increase effective September 1, 2010, a one and one half percent (1½%) increase effective September 1, 2011, and a one and one half percent (1½%) increase effective September 1, 2012.

<u>CLASSIFICATION</u>	<u>9/1/2010</u>	<u>9/1/2011</u>	<u>9/1/2012</u>
Inventory Manager	21.4699	21.7919	22.1188
Contract Specialist	21.1905	21.5083	21.8309
Buyer	18.9738	19.2584	19.5473
Assistant AMP Manager	18.6432	18.9229	19.2067
Fixed Asset Manager	18.0701	18.3412	18.6163
HQS (Housing Inspector)	18.0699	18.3410	18.6161
Accounting Clerk	17.1121	17.3688	17.6293
Housing App Specialist	14.8852	15.1085	15.3351
Inspector Scheduler	14.8852	15.1085	15.3351
Field Housing Mgmt Clerk	14.1347	14.3467	14.5619
Secretary	13.6196	13.8239	14.0312
Receptionist	13.156	13.3534	13.5537
Work Order Clerk	13.156	13.3534	13.5537
General Office Clerk	13.156	13.3534	13.5537
Zone (AMP) Manager	21.1402	21.4573	21.7792
MIS Manager	19.4404	19.7320	20.0280
Inspector/Spec Writer	18.0701	18.3412	18.6163

SECTION 6.5: The AUTHORITY will pay the EMPLOYEE contribution amount not to exceed nine and one-half percent (9 ½ %) to the Ohio Public Employees Retirement System (OPERS).

ARTICLE 7
NEW JOB DESCRIPTION/CHANGES IN DUTIES

SECTION 7.1: AUTHORITY reserves the right to make changes in job classification specifications; however, AUTHORITY shall meet with UNION to discuss such specification revisions prior to implementing the changes. Changes in job classification specifications shall not be made for arbitrary or capricious reasons.

SECTION 7.2: If a new bargaining unit job is established which has not been previously classified, or if substantial changes in the method of operation of a bargaining unit occur, AUTHORITY shall issue a written notice to UNION explaining the new job or changes. If UNION requests a meeting to discuss the rate of pay and classification, AUTHORITY shall meet with UNION to discuss these issues. Nothing in this Article shall prohibit AUTHORITY from setting the rate of pay and placing an EMPLOYEE in the new job. If the UNION disagrees with the rate a grievance can be filed at Step 2 of the grievance procedure.

SECTION 7.3: It is understood and agreed that bargaining unit EMPLOYEES will share information with each other and assist other EMPLOYEES however, formalized training of newly hired or promoted EMPLOYEES shall be the responsibility of the new EMPLOYEE'S SUPERVISOR.

ARTICLE 8
PROBATIONARY PERIOD

SECTION 8.1: The probationary period for all newly hired EMPLOYEES shall not exceed four (4) months. Upon completion of the probationary period, seniority shall start from the date of hire.

SECTION 8.2: The probationary period for all promoted EMPLOYEES shall not exceed ninety (90) days. An EMPLOYEE who feels he or she cannot sufficiently perform the work during a promotional probationary period may request to be returned to his or her former position or a similar one in the previous job classification. An EMPLOYEE electing to return rather than be demoted by management shall not be penalized for their choice when bidding on another position.

SECTION 8.3: Each probationary EMPLOYEE shall receive an evaluation every thirty (30) days of the probationary period. Each EMPLOYEE shall receive a final probationary evaluation by his immediate SUPERVISOR before the end of his probation.

SECTION 8.4: No EMPLOYEES shall be eligible for promotions that have not satisfactorily completed their required probationary period.

ARTICLE 9
SENIORITY

SECTION 9.1: There shall be three (3) types of seniority. (1) Agency-wide seniority, which is total full time service with the AUTHORITY regardless of classification, (2) Classification seniority, which is the total full time service rendered in an individual classification, and (3) Bargaining Unit seniority, which is the total full time service in one of the two (2) bargaining units in the AUTHORITY (Maintenance or Management/Clerical). The EMPLOYER shall establish a seniority list which shall include bargaining unit EMPLOYEES agency-wide seniority date, current classification seniority date, and **current bargaining unit seniority date**. This list shall be updated annually and a copy provided to the UNION.

SECTION 9.2: **DEFINITION:** Seniority is defined as total full-time continuous service with AUTHORITY as of the last hiring date. Probationary, defined in 9.7 below, temporary and seasonal EMPLOYEES shall not have seniority. In the event two or more EMPLOYEES have been hired on the same day, seniority shall be determined by the application date. Seniority shall not be broken except as indicated in Section 9.3 below.

SECTION 9.3: Seniority shall be broken or terminated when EMPLOYEES:

- A) Quit or resign;
- B) Are discharged for just cause and are not reinstated upon appeal;
- C) Are laid off or otherwise unable to work for a period of more than twenty four (24) consecutive months;
- D) Are absent without leave for three (3) or more workdays and fail to give timely notice of proper and acceptable excuse;
- E) Fail to report to work when recalled from layoff within ten (10) working days from the date on which AUTHORITY sends EMPLOYEE a recall notice by certified mail to EMPLOYEE'S last known address as shown on AUTHORITY records;
- F) Accepts a job out of their AFSCME units, after 90 days.

SECTION 9.4: Seniority shall not be broken if EMPLOYEE has an approved leave of absence including Workers Compensation leave not to exceed twenty-four (24) months.

SECTION 9.5: EMPLOYEES may accumulate seniority in only one classification at a time. EMPLOYEES who voluntarily move from classification to another by promotion or transfer will go to the bottom of the seniority list in that classification unless they have previously held a permanent position in that classification, and already have seniority in that classification.

SECTION 9.6: EMPLOYEES who are upgraded to a higher classification on a temporary basis shall not accumulate classification seniority in the temporary position. They will continue to accumulate classification seniority in their permanent classification. The EMPLOYEE who is off work on an approved leave of absence will continue to accumulate classification seniority in their permanent position.

SECTION 9.7: EMPLOYEES shall be considered as probationary EMPLOYEES for the first four (4) months of continuous employment, after which their seniority shall date back to their date of hire or rehire. Probationary EMPLOYEES shall not have seniority and may be laid off; discharged, or otherwise terminated at the sole discretion of AUTHORITY and such action shall not be subject to the grievance or arbitration provisions of the AGREEMENT. Upon satisfactory completion of the probationary period, such full time EMPLOYEE shall be considered a regular full time EMPLOYEE.

SECTION 9.8: **SENIORITY LIST:** AUTHORITY will provide the UNION with a seniority list of all EMPLOYEES, separated by bargaining unit, within thirty (30) calendar days after effective date of this AGREEMENT. Said list shall contain the name, address, job classification and hire date of all EMPLOYEES.

SECTION 9.9: AUTHORITY will provide UNION with an accurate updated seniority list as of July 1 and January 1 of each succeeding year. UNION shall thereupon certify said list within thirty (30) days of receipt of same.

SECTION 9.10: AUTHORITY will timely provide the UNION with a list of all new EMPLOYEES hired. AUTHORITY will timely provide UNION with a list of EMPLOYEES who quit, retire, are terminated, granted leaves of absence, and transfer out of the bargaining unit. The list shall contain the name, job classification, department and date of effective action.

ARTICLE 10 **LAYOFF AND RECALL**

SECTION 10.1: **LAYOFFS:** The following procedure shall be applied in the case of reduction in personnel. When the AUTHORITY deems it necessary, EMPLOYEES shall be laid off in the following order:

- A) Part time, seasonal, and temporary EMPLOYEES; students on AUTHORITY payroll; excluding those individuals as described above who are not performing bargaining unit work;
- B) EMPLOYEES within the affected classification who have not completed their probationary period;
- C) EMPLOYEES within the affected classification who have completed their probationary period.

When a layoff is necessary, EMPLOYEES shall be laid off in accordance with the above order on the basis of agency seniority within their classification. EMPLOYEES who are laid off shall be able to bump other EMPLOYEES with less company seniority in an equal or lower-rated classification. An EMPLOYEE must be able to perform the essential job functions of the position into which they have bumped within a reasonable time period not to exceed ninety (90) days. After an EMPLOYEE has exercised displacement rights into a lower classification, he/she shall not be considered to have further displacement rights until he/she would be subject to layoff again. EMPLOYEES who are bumped out of their classification shall have the same right to exercise their seniority in the above-prescribed procedure. For the purpose of this AGREEMENT, a job abolishment is construed to be a lay off. In the event EMPLOYEES have the same seniority date, the tie breaker shall be the time of each EMPLOYEES application date. UNION shall receive a copy of all layoff notices. All notices shall be in writing and issued fourteen (14) days prior to the effective lay-off date. The EMPLOYEE shall have ten (10) working days after receipt of the notification to advise the AUTHORITY in writing of his/her intention to exercise displacement rights. Failure of the EMPLOYEE to provide such written notification constitutes a waiver of displacement rights.

SECTION 10.2: RECALL FROM LAYOFF:

- A) When it is necessary to increase the work force in a job classification following a layoff, EMPLOYEES shall be recalled to their job classification from any equal or lower-rated job classification into which they have bumped during the course of the layoff, or from a layoff, in accordance with seniority with the most senior EMPLOYEES in the classification being recalled first.
- B) EMPLOYEES on layoff will be give ten (10) working days notice of recall from the date on which AUTHORITY sends the recall notice to the EMPLOYEES by certified mail to the last known address as shown on AUTHORITY records. An EMPLOYEE who fails to notify the AUTHORITY of his/her intentions to return to work within that ten (10) day period shall lose all recall and seniority rights. An EMPLOYEE who fails to return upon recall or who refuses re-employments shall lose all recall and seniority rights.
- C) EMPLOYEES shall retain recall rights for twenty-four (24) months. An EMPLOYEE entitled to recall under this Article shall be re-employed only if he/she is able to perform the duties of the available position. If an EMPLOYEE entitled to recall is physically unable to perform the duties of the available position, the AUTHORITY will offer the position to the next senior EMPLOYEE on the recall list.
- D) Recall rights shall extend only to positions at the same level or a lower level of the same classification series occupied by the EMPLOYEE at the time of layoff.
- E) No new EMPLOYEES shall be hired into a job classification until all EMPLOYEES on layoff status from that job classification or EMPLOYEES in other job classifications who were laid off from that classification have been recalled or were offered recall.

SECTION 10.3: In the event of a reduction in the work force, the Local UNION President shall be deemed to have seniority superior to any other EMPLOYEES for the purposes of the Layoff, Bumping and Recall procedures set forth in this Article.

SECTION 10.4: No bargaining unit EMPLOYEES shall be laid off due to outside contracting or non-bargaining unit staff performing their duties.

SECTION 10.5: Non-bargaining unit EMPLOYEES cannot bump into any AFSCME bargaining unit jobs once they have been out of the unit for more than ninety (90) days.

SECTION 10.6: AFSCME bargaining unit EMPLOYEES may only bump an EMPLOYEE in the other AFSCME unit if they have sufficient classification seniority from a previously held position in that unit.

ARTICLE 11 **JOB BIDDING**

SECTION 11.1: When a vacancy occurs and AUTHORITY elects to fill said vacancy, or a new job is created within the bargaining unit, AUTHORITY shall post notice of the opening(s) at each site for seven (7) consecutive calendar days. The notice shall contain the job classification title, rate of pay, shift, brief job description, and the date of posting. A job description with the job qualifications shall be attached to the notice. EMPLOYEES who wish to be considered for the posted job must file written application with the HUMAN RESOURCES DIRECTOR by the end of such posting period. Vacancies in all regular full time positions shall be posted as such. All applications timely filed shall be reviewed by AUTHORITY and AUTHORITY shall interview all current EMPLOYEES who meet the minimum requirements for the job. The job will be awarded not later than forty five (45) working days from the end of the posting period. If the successful candidate is not placed in the position before or at the 45th day, they shall start receiving the new rate of pay assigned to the position retroactive to the 46th day. Rejection letters will be sent to those EMPLOYEES not selected.

SECTION 11.2: The job will be awarded as follows:

- A) Qualified EMPLOYEES on the basis of
 - 1) education and training (30%,)
 - 2) job-related experience (30%)
 - 3) attendance (20 %), and
 - 4) seniority **within the bargaining unit** (20%).

Absences taken under the Family Medical Leave Act shall not be considered. All criteria shall be weighed as indicated. AUTHORITY will, to the greatest extent feasible, promote qualified EMPLOYEES. For bidding purposes, three (3) years of job-related experience with AUTHORITY equates to one year of college education.

- B) Seniority will be given preference when all other aspects of qualified EMPLOYEES are considered equal.

- C) No EMPLOYEES shall be eligible for promotion who **have** not satisfactorily completed the required probationary period.

SECTION 11.3: Upon receipt of rejection of a job bid, EMPLOYEES may request in writing a meeting with the HUMAN RESOURCES DIRECTOR for discussion relating to the denial of EMPLOYEES' job bid. The intent of the meeting is open discussion to gain a better understanding of the reasons behind the denial of the promotion/job bid. EMPLOYEES are prohibited from using the discussion as the basis or as supporting argument for a grievance. Nothing in the Article shall be construed as a guarantee of a successful job bid upon correction or improvement of the conditions that originally caused the rejection of a job bid.

SECTION 11.4: EMPLOYEES who are awarded a job under the bidding procedure will be given a reasonable period of time, not to exceed ninety (90) calendar days, to prove they are qualified to hold the job on a permanent basis. If EMPLOYEES cannot prove their qualifications, they will be returned to their former job. EMPLOYEES awarded the job under these provisions will be given reasonable help and supervision. They will be considered to have qualified when they satisfactorily perform the required duties with no more supervision than is required by other qualified EMPLOYEES on the same or similar jobs, and when their record as to the quality and quantity of work meets the standards applicable to the job. EMPLOYEES who are awarded a job under these provisions shall receive the regular rate of the new qualification.

SECTION 11.5: If the vacancy is due to current EMPLOYEES being on an extended leave of absence, it shall be noted on the job posting that the position may be temporary in nature until it is determined whether or not the current EMPLOYEE holding the position will be returning.

ARTICLE 12 **BULLETIN BOARDS AND JOB POSTINGS**

SECTION 12.1: AUTHORITY agrees to provide a bulletin board at each of its unit headquarters for the posting of official UNION business. It is the UNION'S intent that no material shall contain anything libelous, scurrilous or adverse to AUTHORITY or any of its employees. Any allegation of UNION abuse shall be subject to discussion at the **quarterly labor management meeting provided for in Article 36**, "Labor Management Meetings".

SECTION 12.2: **BARGAINING UNIT POSITIONS:** AUTHORITY will post UNION positions as described in Article 11, Section 11.1 "Job Bidding" of this AGREEMENT.

SECTION 12.3: **NON BARGAINING UNIT POSITIONS:** AUTHORITY will post non-bargaining unit positions on UNION bulletin boards for informational purposes only. EMPLOYEES may apply for these posted positions, if such positions are to be advertised for applicants. AUTHORITY will consider the successful applicant an "at will" and non-collective bargaining unit EMPLOYEE as of the new date of hire. In addition, seniority in any collective bargaining unit classification will be broken as of the date of new hire - which includes layoff and recall rights or any other contractual options to return to the former classification.

ARTICLE 13
UPGRADES AND TEMPORARY ASSIGNMENTS

SECTION 13.1: There shall be two (2) types of temporary assignments:

- A) Upgrades are short-term temporary assignments of EMPLOYEES to another position in a higher paying classification during a vacancy that will last less than sixty (60) calendar days but more than one (1) day. The UNION shall notify the DEPARTMENT DIRECTOR and the HUMAN RESOURCES DIRECTOR of such vacancy. The DEPARTMENT DIRECTOR will approve or disapprove the upgrade. Upgrades will not be approved for any increment less than a full day. When EMPLOYEES accept pay for a higher classification, it is with the understanding that EMPLOYEES understand and can perform all duties in the higher classification.
- For EMPLOYEES in the Clerical unit, seniority will be given preference in filling the temporary position when all other aspects of qualified EMPLOYEES are considered equal.
- B) Long-term Temporary Assignments are vacancies that exist for sixty (60) days or more due to illness, leave of absence, or interim period in filling a regular vacancy. These positions shall be posted for bid in accordance with the procedure and criteria set forth in the Job Bidding Article of this AGREEMENT. These individuals shall not be required to serve a probationary period. If the temporary vacancy becomes permanent, the individual serving in that position shall automatically be awarded the job permanently.

SECTION 13.2: If it is established that the EMPLOYEES cannot perform all the duties in a reasonable period of time, the EMPLOYEES shall be returned to their former classification and shall not be temporarily assigned to that specific classification until the EMPLOYEES are able to reasonably perform in the duties required of the higher classification.

SECTION 13.3: In the event that AUTHORITY assigns EMPLOYEES to a higher classification during any temporary vacancy, EMPLOYEES shall perform the assigned duties and receive the higher rate of pay of the temporary vacancy on the first scheduled day worked at the higher rated classification.

ARTICLE 14
HOURS OF WORK

SECTION 14.1: The normal work week for all full time Bargaining Unit EMPLOYEES shall consist of forty (40) hours per week, worked in five (5) consecutive days eight (8) hours per day. AUTHORITY shall allow EMPLOYEES a five (5) minute grace period upon shift for docking purposes only. EMPLOYEES who fail to punch in prior to shift start shall be considered tardy and subject to disciplinary action.

SECTION 14.2: The normal work day shall consist of eight (8) and one-half (1/2) hours inclusive of the lunch period and breaks. The lunch period shall be forty-five (45) minutes in duration and shall be scheduled during the middle of the workday so far as reasonably possible. The lunch period shall consist of fifteen (15) minutes of paid time and thirty (30) minutes of unpaid time. In addition, EMPLOYEES shall be entitled to two (2) ten (10) minute rest periods with pay which shall be scheduled by SUPERVISOR whenever practicable approximately midpoint in the first half of EMPLOYEES regular work shift and in the second one-half of the shift.

SECTION 14.3: The normal work week shall start at 8:00 a.m. Monday and end at 4:30 p.m. on Friday.

SECTION 14.4: AUTHORITY reserves the right to make changes to the normal work week. Those changes may include the development of flexible or rotating schedules. **YMHA recognizes that certain departments and positions can accommodate flexible start and end times. Individuals may request a flexible work schedule by written proposal to the HUMAN RESOURCE DIRECTOR who, with the consent of the DEPARTMENT HEAD and EXECUTIVE DIRECTOR, may authorize a flexible work schedule. EMPLOYEES working a flexible schedule must be present during the core work hours of 10:00 AM and 2:00 PM.**

EMPLOYEES granted such flexibility will be monitored closely to ensure the Housing AUTHORITY continues to receive the same work output and quality it expects of all of its EMPLOYEES. All changes shall be discussed with the UNION four (4) weeks in advance of the effective date of the change. All EMPLOYEES will be notified three (3) weeks in advance of the effective date of the change. Emergency changes of a temporary nature shall be made as necessary by AUTHORITY.

ARTICLE 15 **TIME AND ATTENDANCE PROCEDURES**

SECTION 15.1: All EMPLOYEES are required to use the AUTHORITY approved time and attendance system (SYSTEM) to record time in and out of work and are subject to all of the following procedures.

SECTION 15.2: The regular lunch time is identified in each Collective Bargaining Unit Contract. The DIRECTOR may alter the regular work day and/or lunch time as dictated by the overall interests of the AUTHORITY. The appropriate SUPERVISOR shall ensure that EMPLOYEES are scheduled their lunch period as close to the noon hour as possible.

SECTION 15.3: EMPLOYEES must punch out and punch back in for lunch.

SECTION 15.4: Three (3) times per contract year, every EMPLOYEE will be allowed a five (5) minute grace period. During these three (3) times an EMPLOYEE is not docked nor will they be considered tardy or subject to discipline. Once an EMPLOYEE has used all three (3) of their grace periods, they will be docked and put on a disciplinary track for being late by one (1) minute or more. After the grace periods expire, EMPLOYEES will be docked as follows:

Docked 15 minutes for being late 1-15 minutes
Docked 30 minutes for being late 16-30 minutes
Docked 45 minutes for being late 31-45 minutes
Docked 1 hour for being late 46-60 minutes

SECTION 15.5: EMPLOYEES must clock out either at the end of the business day or in the event they are excused from work, at an earlier time.

SECTION 15.6: EMPLOYEES do not work beyond the normal work day unless authorized by management.

SECTION 15.7: The dates of absence leave and actual hours worked should be accurately recorded on the SYSTEM. In addition, all authorized overtime should be noted on EMPLOYEES' request for overtime. The SUPERVISOR will review and determine whether or not any exceptions noted in the SYSTEM are a violation of time and attendance policies and instruct payroll to make appropriate adjustments if necessary.

SECTION 15.8: EMPLOYEES using the SYSTEM are responsible for their own "punches". EMPLOYEES "punching in" or "punching out" for another EMPLOYEE or an EMPLOYEE who accesses SYSTEM to punch in or out from a remote location or fraudulently alter their attendance records will be subject to disciplinary action up to and including termination.

SECTION 15.9: Tardiness – Oral or written reprimands may be issued for tardiness. Suspension or termination may result in continued abuse.

CORRECTIVE ACTION FOR TARDINESS

Fourth Offense	Oral Reprimand
Fifth Offense	Written Reprimand
Sixth Offense	Written Reprimand
Seventh Offense	Two (2) days suspension without pay (no hearing required)
Eighth Offense	Five (5) days suspension without pay (hearing required)
Ninth Offense	Fifteen (15) days suspension without pay up to and including termination (hearing required)

Corrective action will be administered by the following:

Offense 4, 5, 6	EMPLOYEES' SUPERVISOR (non-union)
Offense 7 and up	EXECUTIVE DIRECTOR

Suspensions will be signed by EXECUTIVE DIRECTOR or designee.
Terminations will be made by EXECUTIVE DIRECTOR or designee.

SECTION 15.10: All oral reprimands will be documented. All written reprimands, suspensions, and terminations will be in writing and contain the date, time and nature of the action and will include the EMPLOYEES' and SUPERVISORS' signature. They will be placed in the personnel file.

SECTION 15.11: If EMPLOYEES correct the tardiness and do not repeat the infraction for a period of six months from the last offense, the procedures will renew. Effective upon the signing of this contract, all EMPLOYEES will have their tardiness record expunged and start anew.

ARTICLE 16 **OVERTIME**

SECTION 16.1: Overtime work shall only be performed and shall only be paid when such overtime is scheduled and authorized by DIRECTOR or designee. EMPLOYEES shall be notified of the scheduling of overtime work as soon as it is practical and possible. All authorized hours outside the regularly and normally scheduled workday or workweek shall be paid at the rate of time and one-half. EMPLOYEES so notified shall report to work as assigned unless satisfactory cause is shown and they are excused by DIRECTOR or designee.

SECTION 16.2: Work performed during the regular workday will be paid at the regular straight time rate. All hours worked in excess of the established forty (40) hours per week will be paid at the rate of time and one-half (1.5X) the regular straight time rate as the exclusive rate of compensation. Hours worked in this section shall include holiday pay, annual leave, personal leave and sick leave.

SECTION 16.3: EMPLOYEES who work overtime on a holiday shall be paid double times their regular hourly rate of pay in addition to the straight holiday pay.

SECTION 16.4: EMPLOYEES called back to work by the DIRECTOR or designee, outside their scheduled workday shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half (1.5X) their regular straight time hourly rate. "Called back to work" is defined as follows: EMPLOYEES have clocked out and more than fifteen (15) minutes have passed prior to the EMPLOYEE receiving notice to return to work. Once EMPLOYEES have disrupted their off-duty activities when called back to work, those EMPLOYEES remain at work and on duty until they have clocked out and more than fifteen (15) minutes have passed. The two-hour minimum pay does not apply to EMPLOYEES staying on the clock at the end of the workday or clocking in early. Those EMPLOYEES shall be paid for actual hours worked.

SECTION 16.5: AUTHORITY will be the sole judge of the necessity for overtime. AUTHORITY will endeavor to make an equitable distribution of overtime among EMPLOYEES in the same classification.

ARTICLE 17
DESIGNATED HOLIDAYS

SECTION 17.1: The following days shall be recognized as official holidays for which all regular EMPLOYEES will be paid:

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

SECTION 17.2: EMPLOYEES shall be paid their regular wage for the holidays as specified.

SECTION 17.3: EMPLOYEES who work on a designated holiday shall be paid regular pay plus time and one-half their regular pay for hours actually worked but no less than two (2) hours for each time called out.

SECTION 17.4: Should a designated holiday fall on Saturday, the preceding Friday shall be observed as a holiday. Should a designated holiday fall on Sunday, the following Monday shall be observed as a holiday.

SECTION 17.5: In order for EMPLOYEES to receive their regular pay for the holiday, they must work their regular scheduled day before and their regular scheduled day after a holiday. EMPLOYEES on vacation, sick leave, or on a leave of absence with pay shall be considered as working their regular schedule for pay purposes. EMPLOYEES' approved leave must cover the entire scheduled workday before and after a designated holiday.

ARTICLE 18
UNIFORMS

SECTION 18.1: AUTHORITY shall issue to Housing Inspector EMPLOYEES no later than November 1st of each contract year, uniform apparel valued to the equivalent of the following:

Three (3) shirts and three (3) pants

SECTION 18.2: Upon initial employment date, initial uniform allocation, and in alternate years thereafter, AUTHORITY shall provide one (1) three in one jacket. Initial uniform allocation shall consist of six (6) shirts and three (3) pants.

SECTION 18.3: It is the responsibility of EMPLOYEES to acquire uniforms timely through a vendor designated by AUTHORITY and to have presentable and appropriate wear for their presentation to the public during all workdays.

SECTION 18.4: AUTHORITY will notify vendor of EMPLOYEES authorization to substitute uniform apparel items when needed. EMPLOYEES are only permitted to substitute items which are part of the approved work uniform.

SECTION 18.5: The parties of this AGREEMENT will use the Labor-Management meetings to deal with ancillary issues relevant to uniforms. It is understood that all uniforms remain the property of AUTHORITY and, upon termination of employment, the EMPLOYEE shall return all issued uniforms in their possession including, at a minimum, those issued the previous year and in each subsequent year thereafter. Said uniforms must be returned to AUTHORITY prior to the issuance of the final paycheck.

ARTICLE 19 **LONGEVITY**

SECTION 19.1: Full time EMPLOYEES shall be entitled to longevity compensation payable at the rate of **Thirty Five Dollars (\$35.00)** for each year of service completed, commencing upon completion of one (1) year of services with a maximum of **One thousand and fifty dollars (\$1,050.00)**.

SECTION 19.2: Longevity will be paid only on (1) active service or (2) approved workers compensation of no more than one year. EMPLOYEES must have worked the complete year to receive credit for that year. Any loss of time whereby EMPLOYEES are off the payroll (zero time) nullifies the payment unless time whereby EMPLOYEES are on approved maternity, disability or military leaves of absence. Under the previously stated leaves only, AUTHORITY shall prorate the longevity payment.

SECTION 19.3: A separation from employment of more than one year negates the accrued service record of EMPLOYEES. Upon their return to employment with the AUTHORITY, EMPLOYEES are classified as new EMPLOYEES for longevity computation purposes.

SECTION 19.4: If EMPLOYEES go on Disability Pension, Retirement Pension, or are deceased, their longevity pension will be prorated as of July 1st of the year any of these events occur. This does not apply in the case of any other class of termination.

SECTION 19.5: PAYMENT: For computation purposes, July 1st of each year shall be the cut off date for determining years of service. Actual payment for the year or years computed up to July 1st will then be made to eligible EMPLOYEES, by check, about the 15th day of December in an amount computed up to July 1st heretofore mentioned. Longevity compensation shall be paid in addition to the annual salary of EMPLOYEES.

SECTION 19.6: No longevity compensation shall be payable to EMPLOYEES with less than one (1) year of service as of the computation date.

ARTICLE 20
TUITION REIMBURSEMENT

SECTION 20.1: In an effort to encourage all EMPLOYEES to pursue further education to enhance their job performance or qualify them for promotion, AUTHORITY will assist EMPLOYEES in paying for job-related education.

SECTION 20.2: To be eligible for tuition reimbursement, EMPLOYEES must have completed one (1) year of service with AUTHORITY and must receive written approval from their SUPERVISOR and DIRECTOR prior to enrolling in a particular course. Finally, reimbursement can be made only if, in the judgment of the AUTHORITY, the course is strongly job related.

SECTION 20.3: Reimbursement will be made for tuition and textbook fees as follows:

<u>Percentage of Reimbursement</u>	<u>Grade Attained</u>
100%	A
75%	B
50%	C
No reimbursement	Any grade under C

This education benefit is limited to \$500.00 per employee, per calendar year. Proof of attainment of a satisfactory grade, by grade report, must be submitted to AUTHORITY to receive reimbursement.

ARTICLE 21
SICK LEAVE

SECTION 21.1: All EMPLOYEE'S shall accrue sick leave credits at the rate of one (1) workday per completed month of service in which they have been in pay status. Any sick leave accrued but not used in any year shall be cumulative in the succeeding year. EMPLOYEES shall be allowed to cash in up to fifteen (15) days of unused sick leave on August 31 at **ninety percent (90%)** of its current value. EMPLOYEE must make a written request to the HUMAN RESOURCES DIRECTOR'S office by August 1 of the same year.

SECTION 21.2: Sick leave credits will not accrue during periods of suspension or other types of leave without pay.

SECTION 21.3: Should EMPLOYEES be called into military service and, within a two-week period subsequent to discharge and release from such service return to work, they shall have any balance of their accrued sick leave credits restored to their account. They shall not accrue sick leave credits while serving with the military.

SECTION 21.4: All accrued sick leave credits or the use of sick leave credits shall be recorded by AUTHORITY and shall be considered the official record. The records may be made available to EMPLOYEE'S for questions and inspection provided arrangements are made and approved in advance by the HUMAN RESOURCES DIRECTOR.

SECTION 21.5: Sick leave credits shall not be accrued by probationary EMPLOYEES. However, if a probationary EMPLOYEE is hired as a full time regular EMPLOYEE upon the culmination of the probationary period, sick leave shall be granted retroactively for the probationary period.

SECTION 21.6: Sick leave shall be charged only for such days EMPLOYEES would otherwise have been at this employment.

SECTION 21.7: GRANTING SICK LEAVE: EMPLOYEES may be granted sick leave with full regular pay, upon approval by the HUMAN RESOURCE DIRECTOR, when absent for the following reasons:

- A) SICKNESS IN THE IMMEDIATE HOUSEHOLD:
 - 1. Serious illness or injury of EMPLOYEE or of EMPLOYEE'S spouse, parent or child; or a member of EMPLOYEES' family who resides in the same household as EMPLOYEE;
 - 2. If EMPLOYEE'S illness or serious illness of EMPLOYEE'S spouse, parent or child causes them to be absent three (3) or more consecutive workdays, AUTHORITY may require a written statement from a certified health care provider.
 - 3. Medical, dental, eye examinations or treatment of one of the family members as described above for the same. When sick leave is used for any appointments, EMPLOYEE must submit a statement from the healthcare provider verifying the appointment immediately upon EMPLOYEE'S return to work.
 - 4. Upon return to work, EMPLOYEES using any sick leave must submit a signed statement on forms supplied by AUTHORITY as to the nature of their illness why it was necessary to be absent to care for their spouse, parent or child. Said statement shall become a part of EMPLOYEE'S record.

- B) QUARANTINE BECAUSE OF CONTAGIOUS DISEASE: SUPERVISORS shall require a certificate of a certified health care provider before authorizing payment to EMPLOYEES under quarantine. For the purpose of this Section, the immediate family includes: mother, father, spouse, child, or sibling residing within the same dwelling.

- C) SICKNESS ON THE JOB: Sickness on the job must be reported to the HUMAN RESOURCE DIRECTOR'S secretary when an EMPLOYEE leaves early from work.

- D) For any personal illness or medical condition or other permissible use of sick leave which is expected to keep the employee off work for more than five days, the EMPLOYEE must submit a written request for Family and Medical Leave in accordance with the AUTHORITY policy. To the extent possible, request for family and Medical Leave must be submitted in advance.

- E) REPORTING SICKNESS BY THE EMPLOYEES: If an EMPLOYEE is unable to report for work because of illness and has not made satisfactory arrangements previously, EMPLOYEE or a member of their family must notify the HUMAN RESOURCES DIRECTOR'S secretary by telephone within one half (1/2) hour of the shift start. If an EMPLOYEE stays away from work and does not notify the HUMAN RESOURCE DIRECTOR'S secretary within the specified time, such absence may be considered an unexcused absence and EMPLOYEES may forfeit pay for all time during which they were absent. EMPLOYEES shall keep their SUPERVISOR informed of the probable duration of illness and the probable date of return to duty.
- F) MISUSE OF SICK LEAVE: AUTHORITY is responsible to ensure the EMPLOYEES use sick leave only for its intended purpose. If it has been established that EMPLOYEES are misusing or abusing sick leave by way of pattern or frequency, AUTHORITY will approve no sick leave without a written excuse from a certified health care provider. If AUTHORITY determines EMPLOYEES are misusing or abusing sick leave by way of pattern or frequency, AUTHORITY will issue disciplinary action up to and including discharge in accordance with Article 33 herein. In explanation, but not limitation, pattern sick leave abuse is defined as repeated absences prior to or following a weekend or holiday; one hour at the start of shift, or one hour prior to end of shift. If it is found by pattern or frequency that this is being done to avoid the tardiness policy, EMPLOYEES shall be subject to docking of sick leave accrual by one (1) hour usage for each instance in addition to the above disciplinary action.
- G) USE OF SICK LEAVE IN LIEU OF WORKERS COMPENSATION: EMPLOYEES who are injured on the job may choose to accumulate sick leave when injured on the job in lieu of filing for lost wages under the Ohio Workers Compensation Program. EMPLOYEES shall submit in writing their choice to the HUMAN RESOURCE DIRECTOR. EMPLOYEES on AUTHORITY'S Medical and Hospitalization Plan shall remain so while on an injury leave and on AUTHORITY payroll. If an EMPLOYEE uses all accrued paid time off, the EMPLOYEES can elect Medical and Hospitalization continuing coverage as mandated by the Consolidate Omnibus Reconciliation Act (COBRA) and the Ohio Revised Code.
- H) SICK LEAVE CONVERSION UPON TERMINATION OR RETIREMENT
- 1) Involuntary Termination: All unused sick leave shall be forfeited upon an EMPLOYEE'S termination from employment with AUTHORITY.
 - 2) Resignation: EMPLOYEES may elect at the time of resignation from active service from AUTHORITY and with seven (7) or more years of service to be paid for up to six hundred accumulated hours (600) at the rate of one hour of pay for each two hours of accumulated unused sick leave. Such payment shall be based upon EMPLOYEES' base rate of pay at the time of resignation.

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

D) Non-use of Sick Leave

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

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

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

ARTICLE 22
PERSONAL LEAVE

SECTION 22.1: AUTHORITY shall grant EMPLOYEES four (4) days off per year for personal leave. Personal leave is separate and apart from any other leave. EMPLOYEES may apply for and use personal leave in increments of no less than one (1) hour for the four (4) days. EMPLOYEES shall not carry over unused personal leave to the succeeding year. AUTHORITY will purchase all unused personal leave at contract year end if EMPLOYEES submit a written request to the HUMAN RESOURCE DIRECTOR'S office no later than August 1 of each contract year.

SECTION 22.2: Permission shall be granted to EMPLOYEES who request, in writing, the time off three (3) days in advance and receive approval by the immediate SUPERVISOR and the HUMAN RESOURCE DIRECTOR. A telephone call to the HUMAN RESOURCE DIRECTOR'S secretary shall be sufficient for emergencies.

ARTICLE 23
ANNUAL LEAVE

SECTION 23.1: ELIGIBLE EMPLOYEES/ANNIVERSARY DATE:

- A) Full time EMPLOYEES, after completion of one (1) year of service with AUTHORITY, shall have earned and will be due upon the attainment of the anniversary of the first full year of employment, and annually thereafter, annual leave with full pay at the rate of pay being earned by EMPLOYEES at the time of taking said vacation. Prior employment with AUTHORITY may be used to compute the first full year of employment, and the anniversary date of such

EMPLOYEES shall be the anniversary date of the attainment of the first full year of employment with AUTHORITY.

- B) Full time EMPLOYEES are EMPLOYEES regularly scheduled on a forty (40) hour week, or in excess thereof, inclusive of lunch period and exclusive of EMPLOYEES serving on a temporary, special or seasonal basis, for less than six (6) months.

SECTION 23.2: **EARNING PERIOD:** Earning period shall be that period of time after the initial date of employment and the attainment of the first full year of employment with AUTHORITY and each successive full year's employment based on the anniversary of the attainment of the first full year of employment.

SECTION 23.3: **LEAVE PERIOD/USE OF LEAVE:**

- A) Annual leave period shall be that period of time after the initial attainment of the first full year of employment with AUTHORITY and succeeding anniversary dates of employment during which EMPLOYEES are entitled to take annual leave earned during the immediately preceding earning period. The anniversary date of employment for the purpose of computing the amount of EMPLOYEES annual leave shall be the anniversary of the attainment of the first full year of service with AUTHORITY.
- B) Annual leave earned and accrued during an earning period is required to be taken during the next succeeding annual leave period.
- C) Annual leave shall be granted and taken in periods of one (1) week. Consecutive weeks may be taken for the maximum of accrued leave time each year insofar as it is practical.

SECTION 23.4: **SCHEDULING:** AUTHORITY will consider EMPLOYEES first choice in scheduling annual leave. If EMPLOYEES request the same time off, seniority will be given prime consideration. Annual leave forms will be made available February 1, to be returned to DIRECTOR'S office by March 1. Schedules will be posted on all sites by April 1. Requests not submitted according to the above schedule shall not be given seniority preference and any annual leave requests or changes thereafter shall be at the sole determination of AUTHORITY. All annual leave shall be taken only with prior authorization and approval of DIRECTOR or DIRECTOR'S designee.

SECTION 23.5: In order to maintain an adequate work force to perform the required work and provide the services that are normally provided by AUTHORITY, AUTHORITY shall determine the number of EMPLOYEES that will be granted annual leave at any given time on a site and department basis. Regular scheduling of annual leave will be done once a year in order to assure an adequate work force at all times by site or department. In scheduling annual leave time, AUTHORITY may allow and approve two (2) choices for time off to allow a split vacation during the year.

SECTION 23.6: IN RELATION TO SICK LEAVE:

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

SECTION 23.7: TERMINATION/RETIREMENT: Upon retirement or termination of service, EMPLOYEES are entitled to receive compensation for all annual leave credits earned and due at the rate of pay being received by EMPLOYEES at the date of separation of service.

SECTION 23.8: ACCRUAL RATES: Current full time EMPLOYEES shall enjoy annual leave in accordance with the following schedule:

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

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

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

EMPLOYEES will not earn less annual leave than at the rate established by years of service up to June 30, 1988. EMPLOYEES who have attained twenty-six (26) years of service by July 1, 1988 shall receive seven (7) weeks vacation as long as they are employed. However, no one attaining twenty-six (26) years of service thereafter shall receive the seventh week.

SECTION 23.9: ACCRUAL RATE CALCULATIONS: Annual leave shall be earned and shall accrue to each full time EMPLOYEE in accordance with the following schedule:

Weekly and Bi-Weekly Calculation

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

Monthly calculations
2 weeks – 6.67 hours per month
3 weeks – 10.00 hours per month
4 weeks – 13.34 hours per month
5 weeks – 16.67 hours per month
6 weeks – 20.00 hours per month.

SECTION 23.10: **ADVANCE PAYMENT:** Annual leave may be paid before going on vacation with two (2) weeks advance written notice to DIRECTOR, except during the months of June and July.

SECTION 23.11: Annual leave shall be granted throughout the year including during the Christmas and New Year's holiday. Annual leave shall be granted according to the rules outlined in this section.

SECTION 23.12: Annual leave shall be paid before going on vacation except during the months of June and July, with two (2) weeks advance written notice.

SECTION 23.13: Annual leave may be substituted for sick leave as defined in Article 21 when employees have exhausted all of their accumulated sick leave.

SECTION 23.14: EMPLOYEES who earn four (4) or more weeks of vacation leave annually shall be allowed to cash in earned vacation leave up to a maximum of fifty percent (50%) of their annual accrual at 100% of its current value. EMPLOYEES' cash in of their annual leave accrual shall be in one (1) week increments only. EMPLOYEES must make a written request to DIRECTOR'S office by November 1 of the same year to qualify for unused vacation leave cash-in on or about November 30.

ARTICLE 24 **BEREAVEMENT LEAVE**

SECTION 24.1: Upon proper notification of scheduled plans, AUTHORITY shall grant a five (5) consecutive working day bereavement leave in the event of the death of EMPLOYEES' parent, spouse, child or sibling. Three (3) consecutive working days shall be granted EMPLOYEES' in the event of a death of EMPLOYEES' grandparent, grandchild, sister-in-law, brother-in-law or spouse's parent.

SECTION 24.2: AUTHORITY shall charge leave allotted in this Article to bereavement leave with pay which is separate and apart from any other leave with the exception of travel time and bereavement leave in excess of this Article's limitations. AUTHORITY shall charge travel time and bereavement leave in excess of this Article's limitations against any accumulated leave (i.e. sick, personal, annual) at the EMPLOYEES regular hourly pay rate with HUMAN RESOURCE DIRECTOR'S prior approval. EMPLOYEES shall have the choice as to which type of leave shall be charged for time in excess of bereavement leave.

SECTION 24.3: Leave shall be granted in one (1) day increments only. The EMPLOYEE shall further submit proof of death and relationship upon request. Requests for bereavement leave with pay will not be approved for absences not taken within a seven (7) working day period of the date of the funeral.

ARTICLE 25
FAMILY AND MEDICAL LEAVE

SECTION 25.1: AUTHORITY will provide EMPLOYEES the benefits of the Family and Medical Leave Act of 1993 (FMLA) as required by law or as amended.

SECTION 25.2: CLARIFICATION: The policy of AUTHORITY and this AGREEMENT allows AUTHORITY to grant leaves of absence without pay for specified periods of thirty (30) days to one (1) year, as described in Article 26, “Miscellaneous Leaves of Absences”. These general leaves of absence are not “Family and Medical Leave” unless also qualified under this Article.

SECTION 25.3: FMLA POLICY: The following describes AUTHORITY policy on leaves of absence under the FMLA:

A) In addition to the Article 26 leaves of absence, AUTHORITY will grant Family and Medical Leave in compliance with the Department of Labor regulations. It is AUTHORITY policy to provide eligible EMPLOYEES with up to twelve (12) weeks unpaid Family and Medical leave of absence from work in the following circumstances:

- 1.) The birth of a child and in order to care for such child;
- 2.) The adoption or placement of a child for foster care;
- 3.) To care for a child, spouse or parent who has a serious health condition (an illness, injury, impairment or physical or mental condition that involves inpatient care or continuous treatment by a health care provider);
- 4.) The EMPLOYEE’S own serious health condition if that condition renders EMPLOYEES unable to perform the functions of their position.

B) **DEFINITIONS:** For the purposes of this policy: “child” refers to biological, adopted or foster child, step child, legal ward, or a child of a person standing in loco parentis, under 18 years of age, as well as those 18 years and older who are incapable of self care because of mental or physical disability; “spouse” does not include an unmarried domestic partner; and “parent” does not apply to in-laws.

C) **PROCEDURE/REGULATIONS:** FMLA requests shall be subject to the following procedures and regulations:

- 1.) **Approval:** All FMLA requests will be reviewed by the EXECUTIVE DIRECTOR and the HUMAN RESOURCE DIRECTOR.
- 2.) **Arrangements:** All FMLA leave will be arranged through the EXECUTIVE DIRECTOR and the HUMAN RESOURCE DIRECTOR through the completion of an Employee Leave Form.

- 3.) Eligible Employees: To be eligible for FMLA leave, EMPLOYEES must be employed by AUTHORITY for at least twelve (12) months at the time leave is requested (the months need not be consecutive) and have worked for at least 1250 hours during the 12-month period preceding the leave request.
- 4.) Benefit Continuation: Group health insurance benefits will continue for a period of 12 weeks while EMPLOYEES are on FMLA leave under the same terms as if EMPLOYEES continued to work. If EMPLOYEES fail to return to work prior to or at the end of a 12-week period, EMPLOYEES will be required to reimburse AUTHORITY for any and all premium payment made on the EMPLOYEES' behalf during the period of leave. Such reimbursement will not be required if EMPLOYEES fail to return due to their own continuing serious health condition or circumstances beyond EMPLOYEES' control. If EMPLOYEES are unable to return to work at the end of a 12-week FMLA period; group health insurance may be continued under COBRA as required under federal and state law.
- 5.) Leave Duration: Leaves may be taken for up to twelve (12) work weeks during any 12-month period. This 12-month period will be calculated on a rolling 12-month period.
- 6.) Leave Conditions: Birth of a child, adoption or placement of foster child: Leave for such purposes are generally to be taken in consecutive work weeks and must be completed within the 12-month period following the birth of the child or placement of the child with EMPLOYEES for adoption or foster care. Married EMPLOYEES both working at AUTHORITY are entitled to a combined total of twelve (12) weeks each fiscal period subject to FMLA time previously used during that period. EMPLOYEES requesting leave for one of these purposes must provide AUTHORITY with thirty (30) days advance notice of leave, except if the birth or placement requires leave to begin in less than thirty (30) days. EMPLOYEES should then provide as much advance notice as practical.
- 7.) Leave to Care for Child, Spouse, Parent or EMPLOYEES own Serious Health Condition: EMPLOYEES should take leave for these purposes on a continuous leave basis. However, when medically necessary, leave may be taken intermittently or on a reduced work week or workdays. If EMPLOYEES request an intermittent or reduced workday leave schedule that is foreseeable based on planned medical treatment, AUTHORITY may require EMPLOYEES to transfer temporarily to an available alternative position, for which EMPLOYEES are qualified, to better accommodate the recurring periods of leave that EMPLOYEES will require. EMPLOYEES transferred in such circumstances will receive equivalent pay and benefits. EMPLOYEES requesting intermittent or reduced work week or reduced workday leave for these purposes must make a reasonable effort to schedule the treatment, either for themselves or for their child, spouse or parent, so as not to unduly disrupt AUTHORITY operations. In this regard, EMPLOYEES should endeavor to secure the cooperation of the health care provider to reasonably schedule the treatment to avoid such disruption. EMPLOYEES requesting leave for these purposes must provide thirty (30) days advance notice of leave, or if treatment is required in less than thirty (30) days, as much advance notice as practical.

- 8.) Certification. EMPLOYEES requesting FMLA leave will be required to provide medical certification to substantiate the leave request. Such certification should be provided within fifteen (15) days of the leave request, if practical, otherwise within a reasonable period of time. Failure to provide certification will result in denial of FMLA leave until such a time as the certification is received. Attached to this policy is a copy of a certification to be completed by the appropriate health care provider. Additional copies can be attained from the HUMAN RESOURCE DIRECTOR. AUTHORITY reserves the right to have EMPLOYEES or covered family members examined by a health care provider of its choice for a second opinion at any time at its discretion.
- Any such examination shall be paid for by AUTHORITY. In the event of a conflict between the medical opinion of EMPLOYEES' or covered family members' health care provider and that of AUTHORITY in the second opinion examination, a third examination may be required by a health care provider mutually agreed upon by AUTHORITY and EMPLOYEES and paid for by AUTHORITY. The opinion of the third health care provider shall be final and binding on AUTHORITY and EMPLOYEES.
- 9.) Use of Accrued Leave Time: EMPLOYEES will be required to use all unused accrued paid sick leave, personal leave and annual leave. EMPLOYEES may elect to reserve one (1) week of paid annual leave. Such election shall be made at the time of application for Family and Medical Leave. For leave for EMPLOYEES' own serious medical condition, EMPLOYEES may also be eligible to receive other benefits such as worker's compensation, in accordance with Ohio state law.
- 10.) Reinstatement after Leave: Eligible EMPLOYEES taking FMLA leave will be reinstated to their former position, or to an equivalent position with equivalent benefits and other terms and conditions of employment. However, no EMPLOYEES are entitled under this policy to any right, benefit or position other than that which EMPLOYEES would have been entitled had they not taken leave. Thus, for example, if a reduction in force or some other business condition arise which affect EMPLOYEES' position, reinstatement may not be possible.
- 11.) Return to Work Examination: Before being permitted to return to work from FMLA leave due to EMPLOYEES' own serious health condition, EMPLOYEES will be required to provide certification from their health care provider that EMPLOYEES are able to return to work and perform all functions of the job.
- 12.) Periodic Notification During Leave: EMPLOYEES will be required while on FMLA to contact the HUMAN RESOURCE DIRECTOR every thirty (30) days, or as otherwise required, to report their status and intentions to return to work.

ARTICLE 26
MISCELLANEOUS LEAVES OF ABSENCE

SECTION 26.1: LEAVES OF ABSENCE: Under conditions hereinafter specified, EMPLOYEES may be granted a leave of absence without pay at the discretion AUTHORITY, except employment elsewhere.

SECTION 26.2: Leaves of absence will be authorized based on the merits of the request by EMPLOYEES. The application for the leave of absence must be made in writing stating the purpose and the duration of the proposed leave. Any personal leave of absence approved shall not extend beyond its term. Such leave shall be for a period of a minimum of thirty (30) calendar days and shall not exceed one (1) year.

SECTION 26.3: EMPLOYEES may be returned to work prior to the expiration of any leave if such earlier return is agreed to by AUTHORITY and EMPLOYEES.

SECTION 26.4: Upon completion of a leave of absence, EMPLOYEES shall return to the job assignment which they formerly occupied, if the classification still exists. If the classification does not exist, EMPLOYEES can return to a similar classification, if qualified.

SECTION 26.5: Absence with or without pay may be authorized by AUTHORITY to permit EMPLOYEES to attend meetings or conventions relating directly to the work of AUTHORITY, but if such meeting or convention is mandatory, then that absence shall be considered a paid leave.

SECTION 26.6: UNION LEAVE: UNION officers or delegates shall be allowed a leave of absence up to five (5) working days each per calendar year for no more than three (3) officers or delegates to attend required UNION functions, with three (3) of said days granted paid. Paid UNION leave is subject to the approval of DIRECTOR, unless the absence causes and undue hardship on AUTHORITY. At their option, UNION officials may elect to use annual leave or unpaid leave for such absence. It is agreed that UNION may at its option utilize this in one (1) hour increments(s) per Board meeting.

SECTION 26.7: JURY DUTY: EMPLOYEES required to serve on a jury before a court empowered by law to require such service shall be excused from duty only for that time required for such service and shall be paid their regular hourly rate less their jury duty pay, provided EMPLOYEES notify DIRECTOR or designee five (5) days prior to such jury service date and certifies to the Finance Director or designee the amount of jury pay received.

SECTION 26.8: COURT SUBPOENA: AUTHORITY will allow the use of annual leave in increments of a minimum of one (1) hour each for EMPLOYEES who, because of personal circumstances, make a court appearance.

SECTION 26.9: AUTHORITY will continue in pay status EMPLOYEES who are called to testify in court proceedings involving or on behalf of AUTHORITY.

SECTION 26.10: AUTHORITY will pay the difference between EMPLOYEES regular base pay and any monies received by EMPLOYEES as a result of EMPLOYEES being subpoenaed to appear as a witness in any felony proceeding or when called to testify before a grand jury. As a condition of said payment to EMPLOYEES, evidence of subpoena must be provided to DIRECTOR or the FINANCE DIRECTOR.

SECTION 26.11: EMPLOYEES shall report back for work when released as a witness unless their normal workday has ended.

SECTION 26.12: MILITARY LEAVE:

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

SECTION 26.13: Medical Examinations:

- A) If at any time AUTHORITY determines that an EMPLOYEE'S mental or physical condition poses a direct threat to the health or safety of the EMPLOYEE, other EMPLOYEES or the public, the AUTHORITY may require that the EMPLOYEE submit to an examination by a health care professional selected by AUTHORITY. If such examination is required, it shall be paid for by AUTHORITY. The EMPLOYEE will not lose any regular pay he/she would have otherwise received as a result of time reasonably spent in attending the examination.
- B) If EMPLOYEE disagrees with the findings of the AUTHORITY's health care professional, EMPLOYEE may, at his/her own expense, submit to the examination of a health care professional of their choosing.
- C) In the event of a disagreement between the EMPLOYEE'S healthcare professional and the AUTHORITY'S health care professional, those two (2) health care professionals shall select a third healthcare professional, at the request of the EMPLOYEE, to render a final binding opinion. Any expenses for the third medical examination not covered by insurance shall be borne equally by both AUTHORITY and the EMPLOYEE.

- D) In the event the healthcare professional's final decision is that the EMPLOYEE can no longer continue to work in the same capacity for AUTHORITY because of the threat to the direct health or safety of the EMPLOYEE, other EMPLOYEES or the public, the AUTHORITY shall discuss leave and retirement options with EMPLOYEE, as well as any other available bargaining unit positions for which the EMPLOYEE may be qualified, prior to terminating the employment relationship.

ARTICLE 27
HOSPITALIZATION

SECTION 27.1: Healthcare Committee: The parties shall create and conduct a committee for the purpose of analyzing current healthcare coverages and recommending to the AUTHORITY more cost effective means of coverage which may include but not be limited to EMPLOYEE contributions toward premiums, dollar and/or percentage limitation on the amount the AUTHORITY will pay toward premiums, increased deductibles, coinsurance proportions, types of coverage, change of carrier and any other aspect of coverage. (However, the parties agree that there shall be no EMPLOYEE contributions toward premiums through August 31, 2004.) The committee shall annually prepare and recommend to the EXECUTIVE DIRECTOR of the AUTHORITY bids based on its recommendations of insurance coverage, the format and substance of which shall comply with the AUTHORITY'S procurement policy. The EXECUTIVE DIRECTOR shall prepare and solicit said bids and report the bids to the committee, the Board of the AUTHORITY and to the respective bargaining units. If the committee fails to act as herein expected, then the AUTHORITY shall proceed to accomplish the purposes of this Section. The coverage resulting from the process described in this Section shall replace the coverage otherwise described in this AGREEMENT.

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

The committee shall consist of two (2) members appointed by the AUTHORITY and two (2) members appointed by the UNION, one from each of its two bargaining units. (This committee shall endeavor to combine with similar committees of other bargaining units of the AUTHORITY to advance the purposes stated herein.)

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

The Committee shall function all year and shall endeavor during the year to report in writing and/or orally to the EXECUTIVE DIRECTOR of the AUTHORITY and to the members of the bargaining units the interim findings and information which will assist the bargaining units and the AUTHORITY in becoming better informed about the process and the direction and

purpose of the potential changes in coverage. The Committee shall have the authority to conduct research on all manner and means to contain healthcare costs and shall report its findings to the EXECUTIVE DIRECTOR of the AUTHORITY and the bargaining units at least twice per year.

Initially, the Committee shall accomplish the purposes set forth herein by submitting written recommendations to the EXECUTIVE DIRECTOR of the AUTHORITY no later than June 15, 2003, and the EXECUTIVE DIRECTOR shall solicit bids for the amended coverage recommended by the Committee no later than July 1, 2003, so that the current coverages provided by the AUTHORITY to the employees shall expire on August 31, 2003, and the new coverage shall be effective September 1, 2003.

SECTION 27.2: Healthcare Coverage: The level of benefits provided by the AUTHORITY for the EMPLOYEES are described in the AUTHORITY'S medical benefit coverage schedule of benefits for medical care, prescription drug plan, dental care, and vision care effective September 1, 2003 or as modified thereafter pursuant to Section 26.1 of this AGREEMENT. The AUTHORITY will contribute eight dollars (\$8.00) per month per EMPLOYEE for the life insurance and hearing aid coverage through the Ohio AFSCME Care Plan.

SECTION 27.3: AUTHORITY will provide such hospitalization coverage for "active at work" EMPLOYEES in compliance with all federal and state laws and continuing coverage as mandated by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Ohio Revised Code, as amended.

ARTICLE 28 **EVALUATIONS**

SECTION 28.1: The annual appraisal of EMPLOYEE performance is to be reported on the form provided within ninety (90) days of the end of each calendar year. Probationary EMPLOYEES will be evaluated every thirty (30) days of the probationary period. All evaluations must be made by the immediate SUPERVISOR and signed by the EMPLOYEE.

SECTION 28.2: 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 28.3: An EMPLOYEE who is having problems related to some area of work performance may be placed on a special evaluation probationary period as part of a corrective action plan. Prior to this evaluation, the SUPERVISOR shall have counseled the EMPLOYEE on the problem to make them aware of the situation and what is needed for the EMPLOYEE to correct the problem. If there is no improvement(s) by the EMPLOYEE after the counseling has taken place, then the EMPLOYER shall implement their corrective action plan including a special evaluation, if necessary. No disciplinary action will be taken against an EMPLOYEE for work performance for the problem that necessitated this counseling while they are serving the special evaluation period, unless such action is considered insubordinate.

Failure to correct the problem as a result of the special evaluation will result in disciplinary action against the EMPLOYEE as outlined in the Disciplinary Article of this contract. Disciplinary action may be taken for unrelated performance issues.

SECTION 28.4: EMPLOYEES shall be permitted to write comments to their evaluations and said comments will be attached to the evaluation and made part of the personnel file.

SECTION 28.5: The summary of any conference or interviews that are held during the period covered by the evaluation, at the request of the EMPLOYEE or any of his SUPERVISORS, will also be included as part of the evaluation procedures. All records and evaluations will be confidential and become a part of the EMPLOYEE'S personnel file.

SECTION 28.6: Nothing in this Article prevents the AUTHORITY from removing EMPLOYEES during probation. This right shall not be abused by the EMPLOYER.

ARTICLE 29 **EMPLOYEE RECORDS**

SECTION 29.1: Any material placed in EMPLOYEES files which may adversely affect those EMPLOYEES performance evaluation or job classification shall be made known to EMPLOYEES involved, at which time EMPLOYEES may be given the opportunity to add to the file written signed statements of rebuttal.

SECTION 29.2: Disciplinary action shall not be used against EMPLOYEES after two (2) years from the date of the disciplinary action's final disposition.

SECTION 29.3: EMPLOYEES may review their file at any reasonable time during normal working hours by appointment with HUMAN RESOURCE DIRECTOR only.

ARTICLE 30 **AGREEMENT NOT TO USE NON-BARGAINING EMPLOYEES**

SECTION 30.1: It is agreed that AUTHORITY will not use non-bargaining unit EMPLOYEES to perform bargaining unit work. Further, the parties agree that if AUTHORITY desires to fill new and existing slots for regular full time bargaining unit EMPLOYEES, it does so timely. AUTHORITY shall provide UNION with a table of organization for EMPLOYEES.

SECTION 30.2: The AUTHORITY will not contract out work that normally and historically performed by bargaining unit EMPLOYEES. This section does not prohibit the AUTHORITY from contracting out services that are not performed or cannot be performed competitively by bargaining unit EMPLOYEES so long as no bargaining unit EMPLOYEES are displaced nor erosion of the bargaining unit.

SECTION 30.3 AUTHORITY will provide UNION with scope of work, quotes, costs and full description of services to be provided by non-bargaining unit EMPLOYEES under Section 2.

ARTICLE 31
NON-DISCRIMINATION

SECTION 31.1: No person or persons or agencies responsible to AUTHORITY nor UNION and its officers and members shall discriminate for or against EMPLOYEES on the basis of their race, color, religion, national origin, sex, age, disability or UNION affiliation.

SECTION 31.2: AUTHORITY and UNION do hereby agree that there shall be no intimidation or coercion on the part of either party to encourage or discourage EMPLOYEES with regard to membership or non-membership in UNION. Further, no EMPLOYEES will be permitted to influence the political beliefs or acts of any applicant for tenancy, any resident, or other EMPLOYEES or any member of the staff.

ARTICLE 32
JOINT LABOR-MANAGEMENT UNIFORM DRUG/ALCOHOL
ABUSE PROGRAM

I. **POLICY STATEMENT.** The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. AUTHORITY, and the signatory UNION have a commitment to protect people and property; and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its EMPLOYEES.

II. **DEFINITIONS**

- a) **AUTHORITY Property** – The term “AUTHORITY Property” as used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by AUTHORITY. Parking lots and Construction job sites for which the company has responsibility are included.
- b) **Prohibited Substances** – Prohibited substances include illegal drugs (including controlled substances, in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812), and as further defined by federal regulations – 21 C.F.R. sections 1300.11 through 15), look alike drugs and designer drugs) and alcoholic beverages in the possession of or being used by EMPLOYEES on the job.
- c) **EMPLOYEES** – Individuals, who perform work for AUTHORITY, including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- d) **Accident** – Any event resulting in injury to a person or property to which EMPLOYEES, or contractor/contractor’s EMPLOYEES, contributed as a direct or indirect cause.
- e) **Incident** – An event which has all the attributes of an accident, except that no harm was caused to person or property.

- f) Just Cause – Just cause shall be defined as excessive absenteeism or tardiness, slurred speech, alcohol smell and erratic behavior such as noticeable imbalance, incoherence, and disorientation.
- g) Random Drug Testing- An unannounced drug test that occurs at a pre-determined frequency among randomly selected AUTHORITY employees.
- h) New Hire Test (drug test only)- Unannounced test at any time during an EMPLOYEES probation period. AUTHORITY will test 100 percent of EMPLOYEES within the first 90 days of employment.
- i) Follow-up and/or Return to Duty (Drug and Alcohol Test) – Drug or alcohol testing as follow-up from assessment and/or treatment for any EMPLOYEE who has had a positive test and returns to work, or who self refers for an assessment and/or treatment for one year after the initial test assessment and/or release from treatment, whichever is later.
- j) Under the Influence of a Prohibited Substance – “Under the influence of a prohibited substance” as used by this policy, means the following:
 - 1) Alcohol – Blood alcohol level of .02, as measured by blood or breath tests.
 - 2) Other Prohibited Substances – Positive results over the following thresholds for urine testing:
 - a) Marijuana - 50ng/ml initial screen; 15
 - b) Cocaine - 300 ng/ml initial screen; 150 ng/ml confirmatory test
 - c) Opiates - 2000 ng/ml initial screen and confirmatory test
 - d) Phencyclidine - 25 ng/ml initial screen and confirmatory test
 - e) Amphetamines - 1000 ng/ml initial screen; 500 ng/ml conf. level
 - f) Barbiturates - 300 ng/ml initial screen; 200 ng/ml conf. level
 - g) Benzodiazepines - 300 ng/ml initial screen and conf. test
 - h) Methadone - 300 ng/ml initial screen and confirmatory test
 - i) Methaqualone - 300 ng/ml initial screen and confirmatory test
 - j) Propoxyphene - 300 ng/ml initial screen and confirmatory test

III. DRUG/ALCOHOL TESTING. The parties to this policy and program agree that under certain circumstances, the AUTHORITY will find it necessary to conduct drug and alcohol testing. It may be necessary to require testing under the following conditions:

- a) A pre-employment and/or new hire drug and alcohol test may be administered to all applicants for employment;
- b) A test may be administered in the event a SUPERVISOR has a just cause to believe that the EMPLOYEE has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing just cause for testing, EMPLOYEES have the right to notify his or her on-site representative and/or UNION Business Representative of the impending test and request either person to be present. The AUTHORITY will request drug/alcohol testing during working hours only. The drug/alcohol testing itself may extend past the schedule of working hours.
- c) Testing will be required if EMPLOYEES are involved in a workplace accident/incident or if there is a workplace injury;
- d) Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a 1 year period;
- e) EMPLOYEES may also be tested on a voluntary basis.
- f) Ten percent (10%) of all AUTHORITY EMPLOYEES (inclusive of both bargaining and non-bargaining unit staff) may be randomly drug-tested on an annual basis. Random testing of ten percent (10%) of the total workforce on an annual basis will take effect the second year of the contract.

EMPLOYEES will be randomly selected by an appropriately qualified testing entity.

EMPLOYEES to be tested will be required to sign consent and a chain of custody form, assuring proper documentation and accuracy.

Drug testing will be conducted by an independent accredited laboratory (National Institute of Drug Abuse and/or College of American Pathology), which is jointly selected by AUTHORITY and the UNION¹. The testing may consist of blood, breath, or urine tests, as required. In the case of a positive test result, EMPLOYEES shall have the opportunity to contest the result by having an appropriate portion of the sample re-tested at an independent accredited laboratory selected by EMPLOYEES from those listed below.

AUTHORITY will bear the costs of all testing procedures except that EMPLOYEES will pay the cost of any retest requested by EMPLOYEES.

IV. TESTING PROCEDURES:

¹ Smith-Kline Laboratories, 6180 Halle Drive, Valley View, OH 44125

Smith-Kline Laboratories is an independent accredited laboratory as defined in Section III.

- 1) All samples for testing will be taken by appropriately qualified personnel (e.g. medical personnel for drawing blood).
- 2) To the greatest extent possible, the privacy of EMPLOYEES will be preserved while the sample(s) to be tested are taken. However, some precautions will help to ensure that pure specimens are obtained. When urine samples are collected, the following procedures should be observed:
 - a) There shall be no visual observation of the act of urination unless there is no other practical alternative to ensure genuine collection of EMPLOYEES' specimen;
 - b) If the person at the collection site does not know EMPLOYEES to be tested, some form of photographic identification will be required or identification by a SUPERVISOR at the collection site;
 - c) The person at the collection site will ask EMPLOYEES to remove unnecessary outer garments such as coats and jackets and to leave personal belongings such as purses and bags with the other garments. EMPLOYEES may retain their wallet;
 - d) EMPLOYEES shall be instructed to wash and dry their hands prior to urination;
 - e) EMPLOYEES may provide his or her specimen in the privacy of a stall or partitioned area;
 - f) Bluing agents shall be placed in the toilet so that the water always remains blue. No other water source should be available; and,
 - g) The person at the collection site shall remain outside the stall until EMPLOYEES hand that person the container with the specimen inside (minimum of 60 milliliters). The specimen shall be visually inspected for signs of contamination;
 - h) If the test results are below the level set by the laboratory as positive, the results will be reported as negative and all documentation regarding SUPERVISORS' observations and testing will be destroyed.
- 3) Regarding both urine and blood samples, the following procedures will be observed:
 - a) The specimen container shall be immediately sealed and labeled by the person at the collection site, in the presence of EMPLOYEES. The label shall contain only an identification number and the date, and shall be initialed by EMPLOYEES;
 - b) The identification number will be entered into a ledger, which will then be signed by EMPLOYEES and the person at the collection site;
 - c) A chain of custody form will be completed by the person at the collection site and initialed by EMPLOYEES;

- d) The chain of custody form and the specimen should be immediately shipped to the laboratory;
 - e) Appropriate security measures will be taken at the collection site.
- 4) Initial testing of a urine sample shall use an immunoassay. All samples identified as positive shall be confirmed by gas chromatography/mass spectrometry (GC/MS).
 - 5) Reports shall be made in writing and sent to the single person designated by AUTHORITY. In the case of urine testing, only those specimens which showed positive results on both the initial screening and the confirmatory test shall be reported as positive. The completed chain of custody form shall accompany any positive report, and copies of analytical reports shall be available to EMPLOYEES and AUTHORITY.
 - 6) Samples shall be properly stored at all times. All reported as positive will be stored frozen for at least 365 days or longer if requested by EMPLOYER or EMPLOYEES depending on the laboratory's availability to accommodate these storage periods.
 - 7) All handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

V. CONFIDENTIALITY:

- a) All parties to this policy and program have only the interests of EMPLOYEES in mind. Therefore, encourage any EMPLOYEES with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An EMPLOYEES assistance program will provide guidance and direction for you during your recovery period. AUTHORITY will also take action to assure that your illness is handled in a confidential manner.
- b) All actions taken under this policy and program will be strictly confidential and disclosed only to those with a "need to know" within AUTHORITY.
- c) No test results will be disclosed to persons outside the AUTHORITY or the UNION except in response to a subpoena.
- d) The persons with a "need to know" are designated as follows: AUTHORITY'S EXECUTIVE DIRECTOR, DEPUTY EXECUTIVE DIRECTOR, HUMAN RESOURCE DIRECTOR, and the DEPARTMENT DIRECTOR.

VI. RULES – DISCIPLINARY ACTIONS – GRIEVANCE PROCEDURES:

- 1) Rules: All EMPLOYEES must report to work in a physical condition that will enable them to perform their jobs in a safe and effective manner. EMPLOYEES shall not:
 - a) Use, possess, dispense or receive prohibited substances on or at the job site; or
 - b) Report to work while under the influence of a prohibited substance.

- 2) Discipline: When AUTHORITY has just cause to believe EMPLOYEES are under the influence of a prohibited substance, for reasons of safety, the EXECUTIVE DIRECTOR will call EMPLOYEES in and inform him/her that if his/her actions continue, he/she will be tested. EMPLOYEES may be suspended until test results are available. If no test results are received after five (5) working days, EMPLOYEES, if available, shall be returned to work with back pay. If the test results prove negative, EMPLOYEES shall be reinstated with back pay. In other cases:
- a) Applicants testing positive for drug use will be suspended from consideration for a period of two months, and may be considered upon re-application if he or she can demonstrate meaningful participation in a rehabilitation program following the positive drug test.
 - b) EMPLOYEES will be required to cooperate with testing procedures and to sign the required consent and chain of custody forms as a condition of continued employment or will otherwise be terminated.
 - c) EMPLOYEES found in possession of drugs will be subject to discipline as provided by subsection e) of this section.
 - d) EMPLOYEES found to be under the influence of a prohibited substance, including alcohol, while on duty, operating a company vehicle or equipment shall be subject to discipline as provided by subsection e) of this section.
 - e) The following stages of discipline shall be imposed:
 - 1) On the first violation of this policy, EMPLOYEES shall be suspended for up to five (5) days and shall be required to demonstrate meaningful participation in a rehabilitation program as a condition of further employment.
 - 2) On the second violation of this policy, EMPLOYEES shall be suspended for up to six weeks without pay and shall be required to complete a further rehabilitation program as a condition of further employment.
 - 3) On the third violation of this policy, EMPLOYEES shall be terminated.
 - 4) In designated safety-sensitive positions, the first violation may result in discipline as described in subsection (2), and the second violation may result in termination. The following positions are designated as safety-sensitive: All Maintenance EMPLOYEES or any EMPLOYEE who, at the time, is operating a vehicle or other heavy equipment (tools, lawn care equipment, etc.).
- 3) Prescription Drugs: EMPLOYEES using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their SUPERVISOR of such prescription drug use. For the safety of all EMPLOYEES, AUTHORITY will consult with you and your physician to determine

if a re-assignment of duties is necessary. AUTHORITY will attempt to accommodate your needs by making an appropriate re-assignment. However, if a reassignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

- 4) Sale and Distribution. Any sale and/or distribution of a prohibited substance on AUTHORITY property is grounds for immediate termination.
- 5) All aspects of this policy and program will be subject to the grievance procedure of the applicable AGREEMENT.

VII. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

EMPLOYEES are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If EMPLOYEES voluntarily notifies supervision that they may have a substance abuse problem, AUTHORITY will assist in locating suitable EMPLOYEES assistance program for treatment, and will counsel EMPLOYEES regarding medical benefits available under AUTHORITY or UNION health and welfare insurance program.

If treatment necessitates time away from work, AUTHORITY shall provide for EMPLOYEES an unpaid leave of absence and/or permit EMPLOYEES to use accrued sick or annual leave for purposes of participation in an agreed upon treatment program. EMPLOYEES who successfully complete a rehabilitation program shall be reinstated to their former employment status, if work for which they qualified exists.

EMPLOYEES returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

VIII. NOTIFICATION

This policy will go into effect immediately upon execution of the AGREEMENT. All applicants will be informed of the policy. All EMPLOYEES are required to sign a form indicating their consent to the terms of this policy and testing procedure as a condition of employment which form is marked as Appendix C, attached hereto and made a part of this AGREEMENT.

ARTICLE 33 **DISCIPLINARY ACTION AND REPRIMANDS**

SECTION 33.1: An EMPLOYEE can be disciplined for just cause. Disciplinary action shall be issued and put forth in a timely manner. The date of enforcement shall be initiated no later than fifteen (15) working days from the date of the AUTHORITY became aware of the incident. If these actions fail to be implemented in the above time frame, then the disciplinary action shall be considered withdrawn by AUTHORITY. AUTHORITY may request an extension if circumstances warrant an extension and UNION shall not unreasonably withhold an extension

REPRIMANDS

SECTION 33.2: Types of disciplinary action may include, but not be limited to oral or written reprimand, suspension or termination. The degree of discipline administered will depend on EMPLOYEE'S record of prior discipline as well as the nature and seriousness of the offense.

SECTION 33.3: Reprimands may be issued by the following persons:

- A) EXECUTIVE DIRECTOR
- B) EXECUTIVE DIRECTOR'S designee. (Designee must be non-bargaining unit EMPLOYEE.)
- C) DEPARTMENT DIRECTOR
- D) Immediate SUPERVISOR (non-bargaining unit)

SECTION 33.4: All reprimands, whether oral or written, must clearly establish the reasons therefore and terms and provisions of the AGREEMENT or work rules violated by the EMPLOYEE.

SUSPENSIONS

SECTION 33.5: The receipt of three (3) written reprimands shall result in an immediate hearing that may result in suspension.

SECTION 33.6: In explanation, but not in limitation, the occurrence of the following actions may, pending a pre-disciplinary hearing, be cause for suspension and shall become a permanent part of EMPLOYEES' file: incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of tenants or the public, neglect of duty or any other act of similar nature. Failure to issue a reprimand, or make use of disciplinary action, including suspension, as indicated above in any one circumstance, does not constitute a waiver of the right to use disciplinary action in any other instance.

TERMINATION

SECTION 33.7: In explanation, but not in limitation, AUTHORITY may terminate EMPLOYEES for incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of tenants or the public, acts of violence in the workplace, neglect of duty or for willful and persistent violations of the rules and regulations of AUTHORITY, or for other good and just cause.

SECTION 33.8: When AUTHORITY intends to suspend an employee for more than 3 days or discharge them, EMPLOYEE and UNION shall be given a written outline of the charges being brought against him and the level of discipline being considered. Such notice shall be given to EMPLOYEE and UNION no later than forty-eight (48) hours prior to a pre-disciplinary hearing. EMPLOYEE shall have the right to have his UNION Steward present and upon request shall be permitted to discuss the disciplinary charges in an area made available by AUTHORITY before the hearing. AUTHORITY shall issue a decision from the hearing in a reasonable time frame, but no later than five (5) working days after hearing has taken place. EMPLOYEES who are

suspended or discharged shall be given written notice of the decision with a copy to UNION stating the reasons for the disciplinary actions. All discipline shall be for just cause and all disciplinary action shall be subject to the Grievance Procedure.

SECTION 33.9: AUTHORITY and UNION will establish guidelines regulating pre-disciplinary hearings. AUTHORITY shall have the right to conduct an investigation of the charges prior to the actual pre-disciplinary hearing. Such investigation shall be separate and apart from the hearing. EMPLOYEES who are discharged by official action shall have the right to process the matter to arbitration.

SECTION 32.10: Nothing in this Article shall prevent AUTHORITY from removing EMPLOYEES from the premise that are a serious threat to themselves, others or the workplace.

ARTICLE 34 **GRIEVANCE PROCEDURE AND COMPLAINTS**

SECTION 34.1: It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between EMPLOYEES and AUTHORITY. Prompt presentation requires the EMPLOYEES to bring the grievance within ten (10) working days of the aggrieved action to be allowed as timely. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives to each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by AUTHORITY or UNION that tend to impair or weaken the grievance procedure are improper. A grievance is defined as violation, misinterpretation, or misapplication of a term or condition of this AGREEMENT.

SECTION 34.2: AUTHORITY shall recognize two (2) stewards for UNION and one (1) chief steward. UNION will notify AUTHORITY of changes in stewards and executive board members.

SECTION 34.3: UNION Steward shall be allowed reasonable time during working hours to process grievances. DIRECTOR shall be notified before the Steward leaves the work site. Orderly grievances and complaint procedure will conform to the following steps:

STEP 1: UNION Steward, with aggrieved EMPLOYEES, shall take up the grievance or dispute with the issuer of the action which is grieved. If the issuer is the DEPARTMENT HEAD, the UNION Steward, with aggrieved EMPLOYEES shall present the grievance to the Department Head within ten (10) working days of the date of the grievance or their knowledge of its occurrence. The grievance shall be in writing, and shall state with particularity the event or condition giving rise to the grievance, the specific contractual provision(s) which are alleged to have been violated and a brief statement as to how the event or condition complained of violates the contractual provision(s). The DEPARTMENT HEAD shall meet with the Steward and EMPLOYEES within three (3) working days after notice of the grievance has been given. The DEPARTMENT HEAD shall respond within five (5) working days.

STEP 2. If DIRECTOR issues the action grieved, the UNION Steward, with aggrieved EMPLOYEES, shall take up with DIRECTOR within (10) working days of the date of the grievance or their knowledge of its occurrence.

In the alternative, if the grievance is not satisfactorily settled at STEP 1 with the DEPARTMENT HEAD, UNION may appeal the grievance to DIRECTOR in writing within five (5) working days after receipt of the STEP 1 answer. DIRECTOR shall meet with UNION Grievance Committee on a regular monthly basis to discuss all STEP 1 appealed grievances, when there are grievances to discuss. UNION Grievance Committee shall be composed of not more than two (2) EMPLOYEES representatives and one (1) non-EMPLOYEES representative of UNION. If the grievance is not satisfactorily settled at STEP 2 with DIRECTOR, DIRECTOR shall issue a written answer within seven (7) working days after the STEP 2 meeting. The written answer shall be given to the staff representative, UNION President and to the Steward who filed the grievance.

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

- A) The grievant and representatives of UNION and AUTHORITY are entitled to attend the mediation.
- B) While the grievance mediation is being utilized, the time limits for the grievance procedure are suspended as provided herein above.
- C) The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.
- D) The mediator's notes are confidential and will be destroyed at the conclusion of the grievance meeting. The mediator shall be a neutral party selected by mutual agreement of UNION and AUTHORITY, and shall by mutual agreement of UNION and AUTHORITY and shall not testify for either the UNION, the grievant, or the AUTHORITY in any proceeding regarding the grievance.
- E) The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.
- F) The mediator has no authority to compel as resolution of the grievance.
- G) If the parties cannot resolve the grievance, the mediator may provide the parties, in joint or separate sessions, with an oral advisory opinion.
- H) If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures set forth in Step 4 below.
- I) No statement given by either party as part of the grievance mediation process, nor any documents prepared for or used during a mediation session, can be used during arbitration proceedings.

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

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

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

SECTION 34.5: POLICY GREIVANCE: A policy grievance which affects a substantial number of EMPLOYEES may initially be presented by UNION at STEP 2 of the Grievance Procedure.

SECTION 34.6: The time limits set forth in the Grievance Procedure shall, unless extended by mutual written AGREEMENT of AUTHORITY and UNION, be binding. If AUTHORITY fails to timely respond under the terms of the Grievance Procedure, the grievance shall be granted in accordance with the relief requested. If UNION fails to process a grievance within the specified time frame of the procedure, then the grievance is automatically considered withdrawn with regard to that incident. If a deadline falls on a non-business day, the deadline will automatically be extended to the next business day.

ARTICLE 35
SAFETY AND HEALTH COMMITTEE

SECTION 35.1: AUTHORITY agrees to recognize a safety and health committee for all bargaining units of which one member from each bargaining unit shall represent that unit. One member will represent AUTHORITY and participate with UNION members on the Safety and Health Committee.

SECTION 35.2: The purpose of this committee is to review safety problems, promote safe work practices and eliminate unsafe conditions. The committee will elect a chairperson who shall have the AUTHORITY to present with the management representative the recommendations of the committee to the EXECUTIVE DIRECTOR. This committee may conduct related activity during normal working hours, provided proper clearance is first obtained from the HUMAN RESOURCE DIRECTOR.

ARTICLE 36
LABOR-MANAGEMENT MEETINGS

SECTION 36.1: In the interest of sound Labor-Management relations, UNION and AUTHORITY will meet once per **Quarter** at agreeable dates and times for the purpose of discussing those matters outlined below. No more than two (2) EMPLOYEE representatives of UNION and the President – one from Clerical Division and one from Maintenance Division – and one non-EMPLOYEE representative of UNION, and, three (3) representatives of AUTHORITY shall be permitted to attend such meetings unless otherwise agreed. The purpose of such meetings is to:

- a) Discuss the administration of this AGREEMENT;
- b) Notify UNION of changes made by AUTHORITY which may affect EMPLOYEES;
- c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- d) Disseminate general information of interest to the parties;
- e) Give UNION representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
- f) Discuss ways to improve efficiency and work performance.

SECTION 36.2: The party requesting a special meeting other than the regular quarterly meeting outlined above shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those representatives who will be attending. UNION shall provide the HUMAN RESOURCE DIRECTOR with a written agenda five (5) working days prior to the scheduled quarterly meeting. If UNION fails in this requirement, the meeting is automatically canceled for lack of agenda.

SECTION 36.3: UNION EMPLOYEE representatives attending Labor-Management meetings shall not suffer a loss of pay for straight time hours spent in such meetings if held during the EMPLOYEES' regular scheduled hours of work.

ARTICLE 37
UNION REPRESENTATION

SECTION 37.1: The EMPLOYER will recognize local UNION representatives as designated by the UNION President in writing, to the AUTHORITY as well as one non-EMPLOYEE UNION representative from AFSCME Ohio Council 8. The representative from Ohio Council 8 shall have access to the local UNION president during working hours after approval by DIRECTOR. Said approval shall not be unreasonably denied.

SECTION 37.2: The EMPLOYER will recognize one steward, plus a chief steward for representing EMPLOYEES in grievances or disciplinary actions. The local UNION president shall have the right to attend STEP 2, STEP 3 grievance hearings. UNION stewards and the local UNION president shall be allowed to attend grievance hearings, labor management meetings, if designated, and pre-disciplinary hearings or conferences without loss of pay.

SECTION 37.3: No UNION representative shall interfere with or disrupt the operations of the agency during EMPLOYEES work hours. UNION representatives shall notify the DIRECTOR, HUMAN RESOURCE DIRECTOR or designee when leaving their work site to attend any meetings outlined in Section 2 of this Article or Section 34.3 of Article 34, Grievance Procedure and Complaints. No UNION representative, steward, member of aggrieved EMPLOYEE shall leave assigned work in order to conduct UNION business prior to notifying DIRECTOR or designee.

SECTION 37.4: All UNION representatives, stewards, members or aggrieved EMPLOYEES must document the hours they are engaged in UNION activity during the workday in the manner as set forth in Appendix B. Time lost from work for said UNION activity shall not be unreasonable.

SECTION 37.5: If AUTHORITY considers the UNION is abusing the time permitted for UNION business under this Article, the UNION President (or Business Representative) will be contacted so that the UNION may obtain corrective action from the EMPLOYEE.

ARTICLE 38
STRIKES – WORK STOPPAGES – LOCKOUTS

SECTION 38.1: It is the intent of the parties to this AGREEMENT that the procedure herein shall serve as the means for peaceful settlement of all disputes that may arise between them.

SECTION 38.2: UNION, its officers and agents agree, that during the time of this AGREEMENT, there shall be no strikes, work stoppages, concerted “sick” leave or interruption or impeding of work. No officer or representative of UNION shall authorize, instigate, aid, encourage, suggest or condone any such activities. AUTHORITY agrees that there shall be no lockouts of EMPLOYEES during the term of this AGREEMENT.

ARTICLE 39
TRANSITIONAL LIGHT DUTY WORK

a. EMPLOYEES who suffer an occupational injury or disease while performing their job duties for YMHA may be assigned, at the discretion of the EXECUTIVE DIRECTOR, to available transitional light duty positions, which are feasible for the EMPLOYEE to perform. EMPLOYEES will receive their regular hourly rate for all hours worked by EMPLOYEES performing these transitional light duty functions.

b. The light duty program is not permanent in nature and is intended to provide the employee with light or restricted duty work while they transition back to their regular job and are recuperating from an occupational injury or disease. Light duty work will vary based on the physical restrictions of the EMPLOYEES participating in the program, and the amount of work available for EMPLOYEES with such restrictions. EMPLOYEES may be required to perform non-bargaining unit work during this transitional program provided that the work is comparable to or of equal responsibility to work performed in bargaining unit classifications. The light duty transitional work program is not to exceed thirty (30) calendar days in duration for an EMPLOYEE, unless extended with approval of the EXECUTIVE DIRECTOR in writing.

c. The light duty transitional work available to an EMPLOYEE will normally end when the EMPLOYEE'S physician, or a physician for the Ohio Bureau of Worker's Compensation/Industrial Commission has certified the EMPLOYEE as able to return to his or her full regular job duties; the EMPLOYEE has reached maximum medical improvement; the EMPLOYEE is no longer eligible to receive lost time compensation from the State fund; the thirty (30) day period has expired; or the EMPLOYEE has been terminated from employment, whichever occurs first. YMHA reserves the right to restrict the number of light duty positions available, and their length, based on business needs. A light duty program is not available to EMPLOYEES who suffer from a non-occupational injury, disease or disability, unless approved by the EXECUTIVE DIRECTOR in writing.

ARTICLE 40
MILEAGE REIMBURSEMENT

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

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

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

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

Smoking is prohibited in all YMHA owned vehicles.

ARTICLE 41
DURATION

SECTION 41.1: This AGREEMENT shall become effective immediately at 12:01 a.m. on September 1, 2010, and shall continue to have full force and effect through midnight, August 31, 2013.

SECTION 41.2: During the term of this AGREEMENT, negotiations will not be reopened for the purpose of modifying the AGREEMENT in any way unless provided for in the AGREEMENT or unless agreed to by both parties in writing and appended to this AGREEMENT.

SECTION 41.3: Upon written notice by either party to the other not earlier than ninety (90) days nor less than sixty (60) days prior to the expiration date of this AGREEMENT, renegotiation of a successor AGREEMENT shall commence.

ARTICLE 42
ENTIRE AGREEMENT

SECTION 42.1: Prior to the effective date hereof, various AGREEMENTS have been entered into from time to time and, except as such prior AGREEMENTS have been incorporated herein, such AGREEMENTS are terminated.

SECTION 42.2: During the negotiations resulting in this AGREEMENT, AUTHORITY and UNION each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Ohio Public Employment Bargaining Law imposes an obligation to bargain. This AGREEMENT contains the entire understanding, undertaking, and AGREEMENT of the AUTHORITY and UNION, after exercising their right and opportunity, and finally determines all matters of collective bargaining for the duration of its term. Changes of this AGREEMENT, whether by addition waiver, deletion, amendment, or modification, must be reduced to writing and executed by both AUTHORITY and UNION.

SECTION 42.3: If any term or provision of this AGREEMENT is, at any time during the life of the AGREEMENT, adjudged by a Court of administrative body of competent jurisdiction to be in conflict with any law, such terms or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this AGREEMENT.

SECTION 42.4: No waiver of any breach of any term or condition of this AGREEMENT, and no failure to enforce any terms or condition of this AGREEMENT, shall be construed to be a waiver of any preceding or succeeding breach, or enforcement, of the term or condition, or of any other term or condition of this AGREEMENT.

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

FOR THE UNION

Samy Speed
Union President

David J. Jovick
Negotiating Committee

Mark A. [unclear]
Negotiating Committee

Judy Byrd
Negotiating Committee

Negotiating Committee

Salada Akem 12/13/11
AFSCME Representative

FOR AUTHORITY

R. J. [unclear]
Chairman of the Board

Carmelita Douglas
Executive Director

APPENDIX A

m Curt

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of

Ohio Council 8, American Federation of State, County and
Municipal Employees, AFL-CIO, and Local 288, American Federation
of State, County and Municipal Employees, AFL-CIO,

Employee Organization,

and

Youngstown Metropolitan Housing Authority,

Employer.

CASE NUMBER: 90-REP-06-0128

DIRECTIVE GRANTING MOTION AND CORRECTING CERTIFICATION

Before Chairman Owens, Vice Chairman Pottenger and Board Member
Sheehan: August 22, 1991.

On December 13, 1990, the Board issued a Certification of Election
Results and of Exclusive Representative in the cited case. On July 25,
1991, Ohio Council 8, American Federation of State, County and Municipal
Employees, AFL-CIO (Employee Organization) filed a motion to correct
certification. No responses were filed.

The Board grants the motion and hereby corrects the certification as
follows:

Pursuant to Ohio Revised Code Section 4117.07(C), the Board conducted a
secret ballot election on November 13, 1990, for employees of the Youngstown
Metropolitan Housing Authority (Employer) in this appropriate unit:

Included: All unrepresented employees of the Youngstown Metropolitan
Housing Authority including General Accounting Clerk,
Section 8 Application Aide, Section 8 Receptionist,
Receptionist CIAP Field Inspector, Field Management Clerk,
Conventional Housing Applications Assistants, Housing
Inspectors Section 8, General Office Clerk, Operations
Compliance Manager, and Inventory Manager.

Excluded: All management-level employees, confidential employees,
supervisory employees, and casual and seasonal employees as
defined in the Code and all employees represented by an
employee (labor) organization.

RECEIVED
SEP 5 1991
AFSCME - OCS
LEGAL DEPT.

Case No. 90-REP-06-0128
August 22, 1991
Page 2 of 2

The results of the election are: Twenty-two (22) votes were cast, fourteen (14) votes were for Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 288, AFSCME, AFL-CIO, and six (6) votes were for "no representative." The two (2) challenged ballots were not sufficient to affect the results of the election.

Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 288, American Federation of State, County and Municipal Employees, AFL-CIO, have received a majority of the votes cast. Therefore, the eligible employees have indicated their desire to be included in the existing unit currently represented by Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 288, American Federation of State, County and Municipal Employees, AFL-CIO. The results of the election are certified.

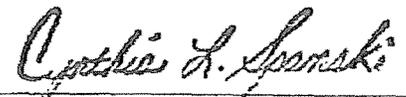
It is so directed.

OWENS, Chairman; POTTENGER, Vice Chairman; and SHEEHAN, Board Member, concur.


DONNA OWENS, CHAIRMAN

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code Section 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 on this 4th day of September, 1991.


CYNTHIA L. SPANSKI, CLERK

JHE:mw/4182o

APPENDIX B

APPENDIX C

APPENDIX C

CONSENT FOR ALCOHOL AND DRUG TESTS

I, _____, hereby consent and agree to give specimens of my body fluids (*) at a medical facility designated by AUTHORITY for transmittal and testing by an approved testing laboratory.

It is my understanding that body fluid (*) specimens will be tested to detect the presence of alcohol and/or other drugs in my body.

In addition to testing at the initial time of application for employment, in the event I am directly involved in a work-related accident, or if there is reason to suspect my use of drugs or alcohol intoxication, or if I am randomly selected to submit to testing, I agree and consent to provide specimens of my body fluids (*) for testing to discover the presence of alcohol and/or drugs.

It is agreed that upon request I will be furnished results of tests performed on my body fluids (*) specimen by the testing laboratory. The testing laboratory is only authorized to confirm, to the Employer designated above, POSITIVE test results in accordance with the pre-determined threshold levels.

(*) body fluids will normally utilize urine specimens and blood specimens. Tests which entail the withdrawal of blood may be exercised in situations involving an injury accident where I am rendered unconscious and unable to provide a urine specimen, and I agree and consent to such a test under those circumstances.

I acknowledge that I have read, understand and have received a copy of the employer's Alcohol and Drug Policy. Furthermore, I understand that refusal to submit to the alcohol and drug screening test will constitute voluntary withdrawal of my application of employment; if employed, refusal to submit to such testing will result in the appropriate level of disciplinary action as specified by the Policy.

Witness Signature

Signature

Social Security Number

Date

APPENDIX D

DRAFT YMHA COMPRESSED WORK SCHEDULE PILOT PROGRAM

The Youngstown Metropolitan Housing Authority is offering a voluntary pilot compressed work schedule (CWS) program to begin June 6, 2011 and ending October 28, 2011. The availability of the pilot CWS program is available to all employees; however, individual participation shall be based on needs of the Authority and its various departments. Requests to participate in the CWS will be processed on a first come first served basis. Union employee requests will be processed according to Unit seniority. Continuation on a CWS schedule is dependent on continued productivity, service to the public and cost to the Authority. Finally, an employee's actual work schedule is at the discretion of the department supervisor. Participation in the program is not mandatory. The 10 hour days must be either a 7:00 A.M. to 5:30 P.M. or 8:00 A.M. to 6:30 P.M. Employees must choose one or the other as a regular schedule.

To request participation in the CWS pilot program submit a request in writing to your supervisor. Once a request is approved by the Supervisor, it is forwarded for review to the Human Resource Department for approval by the Executive Director.

Holidays and Closings

- If a holiday falls on a 9-hour day, you will receive the full 9-hours. So excused absence for holidays will be equal to the hours you were scheduled to work.
- The same is true for things like building closures due to inclement weather. If you were scheduled to work 10 hours under your compressed work schedule, you'll be granted 10 hours of excused absence.

Replacement Holidays when Holidays Fall on Non-Work Days

If you're working a compressed work schedule, and a holiday falls on a day you are not scheduled to work, then you will be given the preceding workday off instead. This is true even if the replacement holiday is in a different pay period.

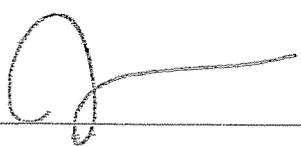
The exception is a holiday that falls on a Sunday when you were not scheduled to work; in that case your next scheduled workday will be your replacement day off. However, the Supervisor can recommend that the holiday be handled differently if the plan described here would have a bad impact on service to the public, productivity, or cost.

Premium Pay and CWS

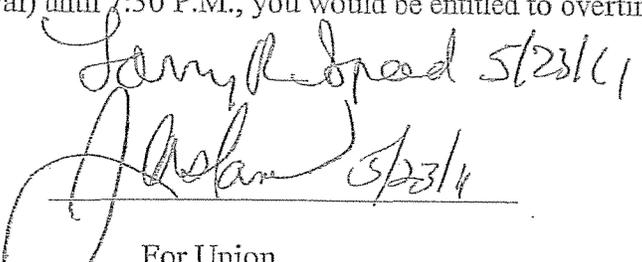
Entitlement to overtime and differentials varies based on your work schedule.

Overtime – is the hours of work in excess of the biweekly work schedule

- If you are a full-time FLSA non-exempt employee, overtime hours also includes approved hours worked outside the compressed work schedule. This means that you cannot work beyond your schedule unless your supervisor knows and approves it. For example, if you are scheduled to work from 8:00 A.M to 6:30 P.M. and you work (with supervisor approval) until 7:30 P.M., you would be entitled to overtime for the hour worked past 6:30 P.M.

Accepted: 

For YMHA

 5/23/11
3/23/11

For Union

APPENDIX E

JAS/AMC
Assigned 10/29

**YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
JOB DESCRIPTION**

JOB TITLE: INSPECTION SCHEDULER **FLSA STATUS:** Non-Exempt

JOB CODE: **UNION STATUS:** ~~Bargaining Unit~~ APSCME
LOCAL 288

DIVISION: Section 8 Housing Choice Voucher **REVISION NO:**

REPORTS TO: Assistant Section 8 Housing
Choice Voucher Coordinator **REVISION DATE:** 11/22/2010

POSITION SUMMARY: This position is responsible for scheduling all Annual, Initial, and Special Inspections; all Pre-Inspections and Quality Control Inspections; all re-inspection. Also, performs all related duties related to the task of scheduling inspections. No supervisory responsibility.

ESSENTIAL JOB FUNCTIONS:

1. Schedules date and time for all inspections on assisted units in the HCVP performed by all Inspectors;
2. Monitors and maintains the list of HCVP pre-inspected units, which is disseminated to the HCVP participants;
3. Performs data entry of all Inspections results in office software system.
4. Prepares Inspection Books based on assigned caseload for Inspectors.
5. Disseminates Notice of Inspection Letters and notice of Failure Letters to landlords and participants.
6. Prepares paperwork to submit to the HCVP Finance Department for placement and removal of abatement.
7. Performs data entry and paperwork for rent reasonableness determinations to submit to the contracting and leasing departments.
8. Filing of inspection related material.
9. Provides customer service to the HCVP participants and landlords regarding all aspects of the Inspection Division.
10. Performs other related duties assigned

JOB REQUIREMENTS:

EDUCATION REQUIREMENTS: High school graduate or equivalent; two or more years of post-high school in a computer related field preferred or equivalent experience desirable

EXPERIENCE: One or more years experience working with basic office computer software. Experience working with the HCVP, public housing, and/or low-income housing. Broad knowledge of federal, state, and local statutes, rules, regulations, policies, procedures, and guidelines related to HCVP and low-income housing.

SKILLS: Ability to understand, interpret, apply, and explain section 8 Program rules and regulations. Computer skills and knowledge or common office related computer software necessary. Ability to gather and classify information, and prepare meaningful, concise and accurate reports. Ability to deal with many variables and determine specific courses of action. Ability to maintain caseload, prioritize, and plan work

JOB TITLE: INSPECTOR SCHEDULER

REVISION DATE: 11/22/10

PAGE 2 of 2

effectively. Able to work independently and carry out assignments in a timely manner. Ability to communicate and interact well with YMHA participants, the general public, and other YMHA employees. Must have a valid Ohio Driver's License and be insurable under Agency guidelines.

TYPICAL PHYSICAL DEMANDS: Bending, reaching and lifting up to 50 pounds required. Normal range of hearing and vision required. Must have ability to navigate up and down stairs on a regular basis. Requires manual dexterity to operate computer and other standard office equipment. Requires visual acuity to read words and numbers. Required to communicate orally in person and via the telephone and internet. Must have ability to tolerate bending, crawling, kneeling, or lifting and tolerate exposure to outdoor elements.

TYPICAL MENTAL DEMANDS: Must be able to define problems, collect data, establish facts and draw conclusions. Must be able to multi-task and follow priority tasks. Must be able to relate to and interact with YMHA staff, co-workers and people of all socio-economic levels in a professional manner. Must be able to handle stress under deadline pressure.

WORKING CONDITIONS: Works in office. May be required to work overtime or flexible schedules.

OTHER REQUIREMENTS: Must possess and maintain valid driver's license with an insurable driving record under the terms and conditions of YMHA's auto liability policy.

As a condition of employment, the candidate must agree to and pass a drug screen, criminal background check, and motor vehicle check. The Housing Authority mandates that any employee hired on or after May 1, 2006 be paid by direct deposit to the financial institution of the employee's choice.

*Agreed on at 12/15/11
negotiations meeting.*

JOB TITLE: HQS Inspector

REVISION DATE: 4/19/07

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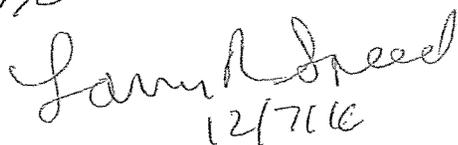
TYPICAL MENTAL DEMANDS: Must be able to define problems, collect data, establish facts and draw conclusions. Must be able to multi-task and follow priority tasks. Must be able to relate to and interact with YMHA staff, co-workers and people of all socio-economic levels in a professional manner. Must be able to handle stress under deadline pressure.

WORKING CONDITIONS: Works in office setting as well as field setting. Must be able to travel/drive to multiple properties and work in all weather conditions. May be required to work overtime or flexible schedules.

OTHER REQUIREMENTS: Must possess and maintain valid driver's license with an insurable driving record under the terms and conditions of YMHA's auto liability policy.

As a condition of employment, the candidate must agree to and pass a drug screen, criminal background check, and motor vehicle check. The Housing Authority mandates that any employee hired on or after May 1, 2006 be paid by direct deposit to the financial institution of the employee's choice.

 12/21/10

 12/7/10

 12/7/2010

**YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
JOB DESCRIPTION**

JOB TITLE: Accounting Clerk

FLSA STATUS: NON-EXEMPT

JOB CODE:

UNION STATUS: AFSCME Local 288

DIVISION:

REVISION NO:

REPORTS TO: Finance Director

REVISION DATE: 10/05/07

POSITION SUMMARY: This position will be primarily responsible for performing various bookkeeping and accounting functions as defined by various YMHA policies and procedures including its Financial Management Policy. Position will be required to complete bookkeeping and accounting using computerized general ledger and electronic funds transfer systems. Duties will include, but not be limited to: Accounts payable, tenant accounts receivable, grant processing, and tracking excess utility charges and process billing.

ESSENTIAL JOB FUNCTIONS:

1. Timely processing of accounts payable and month end balancing; record/post to general ledger.
2. Match invoices to receiving documents, which should be provided by individual/department receiving material/services.
3. Post invoices to general ledger system.
4. Generate accounts payable, resident refund, check request, garnishment, and tax payments after ensuring all appropriate approvals have been received.
5. Prepare letters, schedules and invoices for bond issues administered by YMHA.
6. Process new vendors and maintain vendor database.
7. Process resident rent due notices and accounts receivable statements.
8. Ensure timely posting of client/resident accounts receivable payments.
9. Timely processing of adjustments, write-offs, collections, as necessary.
10. Preparation and processing of delinquent notices.
11. Process and maintain accurate tenant accounts receivable records in collaboration with housing management staff.
12. Track utility usage by unit and project for entry into ECS and for HUD budgeting and reporting purposes.
13. Prepare and process excess utility charges to residents and provide related management reports.
14. Review utility bills for excessive/abnormal usage for follow-up with maintenance and utility companies
15. In addition to the excess utility billings thru ECS, must manually track water/sewage usage and bill resident excess quarterly.
16. Provide consumption data to Energy Performance Contractors as necessary.
17. Provide excess utility charges to sites upon move-out.
18. Timely preparation of bank deposits.

19. Take deposits to bank.
20. Disburse and reconcile petty cash.
21. Process and disburse annul, 1099's.
22. Prepare cash collection receipts and monthly cash sheet and reconcile to general ledger.
23. Process resident move outs and refunds.
24. Provide all processing, monitoring and reporting requirements for HUD and/or externally funded programs:
25. Provide assistance during grant application processes as necessary.
26. Maintain general ledger for all open grants and reconcile ledger to eLOCCS as required.
27. Prepare eLOCCS packages for payment and drawdown.
28. Prepare monthly reports and eLOCCS drawdown for allocated salary/fringes.
29. Enter grant budgets and budget revisions in ECS.
30. Type reports and correspondence as directed.
31. Maintain files and internal records.
32. Provide computer printing as required.
33. Develop and submit periodic and miscellaneous YMHA and HUD reports as required
34. Regular and predictable attendance required.
35. All other duties as assigned

JOB REQUIREMENTS:

EDUCATION REQUIREMENTS: Must have high school diploma or equivalent. Bachelor's degree in accounting/related field preferred. Associate's degree from two-year college or technical school with emphasis in accounting acceptable.

EXPERIENCE: Must have two or more years related experience and/or training. Must understand and have ability to use computerized bookkeeping systems, spreadsheet applications, and word processing. Must have ability to perform basic mathematical and bookkeeping calculations freehand and by calculator. Equivalent combination of education and experience will be considered.

SKILLS: Must be detail oriented and have general knowledge of accounting and bookkeeping practices. Must be familiar with and understand YMHA general ledger accounts and their relation to invoices; understand accounts payable and tenant accounts receivable. Must be skilled in use of computerized general ledger and electronic processing systems; have ability to maintain financial records and ability to follow written and verbal instructions. Must be able to complete assigned tasks accurately. Must maintain courteous and professional communications with co-workers, YMHA management, residents, and general public.

TYPICAL PHYSICAL DEMANDS: Requires manual dexterity to operate computer and other standard office equipment. Requires visual acuity to read words and numbers. Required to communicate orally in person, and via the telephone and internet. Requires ability to tolerate prolonged sitting, computer and telephone work.

JOB TITLE: Accounting Clerk

REVISION DATE: 10/05/07

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TYPICAL MENTAL DEMANDS: Must be able to handle large volume of files, vendors/clients and telephone calls. Must be able to handle large volume of telephone calls and visitors. Must be able to define problems, collect data, establish facts and draw conclusions. Must be able to handle on-going multiple projects. Must be able to multi-task and follow priority tasks. Must be able to handle stress under deadline pressure and manage frequent interruptions. Must be able to relate to and interact with people of all socio-economic levels.

WORKING CONDITIONS: Individual will work in typical office setting. Occasionally may be required to work flexible schedules to accommodate the department's requirements. May also be required to travel to and/or work in a satellite location.

OTHER REQUIREMENTS: The candidate must possess and maintain valid driver license with an insurable record under the terms and conditions of YMHA's auto liability policy.

As a condition of employment, the candidate must agree to and pass a drug screen, criminal background check, and motor vehicle check. The Housing Authority mandates that any employee hired on or after May 1, 2006 be paid by direct deposit to the financial institution of the employee's choice.

13. Enforce lease as necessary;
14. Must be familiar with utility billing and excess charges;
15. Assist in drafting eviction notices and attend eviction proceedings only as necessary;
16. Be responsive to resident complaints/concerns and work with Manager in developing a solution;
17. Must be able to process applications, annual and interim re-certifications, and transfers or moves in accordance with applicable policy and regulations;
18. Process all resident move-ins and move-outs;
19. Provide extraordinary customer service to clients/residents;
20. May be required to do rentals in absence of Property Asset Manager;
21. Regular and Predictable attendance is required;
22. Perform other duties as assigned

JOB REQUIREMENTS:

EDUCATION AND EXPERIENCE: Bachelor's degree in management, business administration or closely related field plus five years experience in property management, or an equivalent combination of education and experience.

SKILLS: Must be skilled in organizing resources and establishing priorities. Must be able to gather data, compile information, develop and present reports in clear and concise manner. Must possess ability to communicate effectively, both orally and in writing. Strong interpersonal skills are required. Must demonstrate ability to work effectively with a diverse group of residents, employees and outside contractors. Must be skilled in analyzing situations in order to identify problems and potential solutions. Must be able to maintain effective work relationships with peers, superiors, subordinates, residents, community service agencies and the public. Must be able to use basic office equipment such as telephone, fax and computer. Must be proficient in use of computer and use of various software applications including programs such as Excel and Microsoft Word and use of the Internet.

KNOWLEDGE: Must be knowledgeable regarding applicable YMHA policies and procedures as they relate to property management. Must possess knowledge of relevant Department of Housing and Urban Development rules and regulations, particularly those regarding public housing management. Must understand rules regarding public housing occupancy, landlord tenant laws of the State of Ohio, OSHA standards, Fair Housing Laws and all other laws which prohibit any form of discrimination in housing or in the workplace. Must be proficient in performing basic mathematical calculations including those used for summarizing gross rent potential, net operating income, rent calculations, time value of money and depreciation. Must understand public housing assessment system (PHAS), its relevant indicators, and the Uniform Physical Condition Standards.

TYPICAL PHYSICAL DEMANDS: Requires manual dexterity to operate computer and other standard office equipment. Requires visual acuity to read words and numbers. Required to

communicate orally in person, and via the telephone and internet. Requires ability to tolerate prolonged sitting, computer and telephone work. Moderate physical activity. Bending, reaching and lifting up to 25 pounds required. Standing and/or walking for more than four (4) hours per day.

TYPICAL MENTAL DEMANDS: Must be able to define problems, collect data, establish facts and draw conclusions. Must be able to handle on-going multiple projects. Must be able to multi-task and prioritize tasks. Must be able to relate to and interact with people of all socio-economic levels. Must be able to handle stress and deadline pressure.

WORKING CONDITIONS: Individual will work in typical office setting and in the public housing property sites. Occasionally may be required to work flexible schedules to accommodate the department's requirements. May also be required to travel to and/or work in a satellite location.

OTHER REQUIREMENTS: The candidate must possess and maintain valid driver license with an insurable record under the terms and conditions of YMHA's auto liability policy. Must have vehicle for local job-related travel. Must utilize direct deposit for payroll.

As a condition of employment, the candidate must agree to and pass a drug screen, criminal background check, and motor vehicle check.

**YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
JOB DESCRIPTION**

JOB TITLE: BUYER

FLSA STATUS: Non-Exempt

JOB CODE:

UNION STATUS: AFSCME Local 288

DIVISION: Management

REVISION NO: 2

REPORTS TO: Department Supervisor

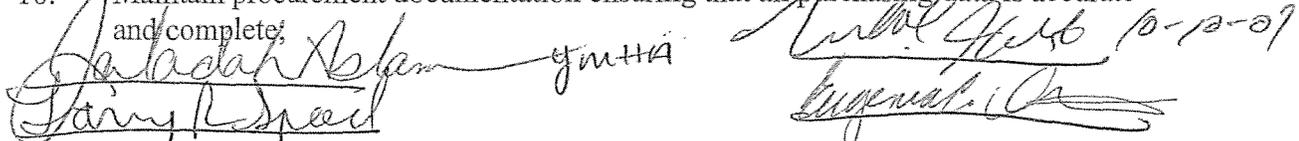
REVISION DATE: 10/05/07

POSITION SUMMARY: Under the direction of the Purchasing Manager or Deputy Executive Director, the Buyer is responsible for cost effective purchasing of all goods, materials and office supplies in a manner consistent with Authority procurement policy, HUD policy and other applicable laws and regulations. Maintains fixed asset monitoring systems and tracking methods for Authority purchases. Responsible for the disposal of obsolete fixed and other assets. Must work toward safeguarding the interests of the agency in its contractual relationships by ensuring compliance with terms of applicable contracts/purchase orders.

ESSENTIAL JOB FUNCTIONS:

1. Process purchase requisitions in accordance with applicable federal, State and Authority guidelines in order to procure various commodities and services for the Authority;
2. Develop and implement procurement strategies; resource and develop new vendors in order to increase competition, lower costs, develop alternate commodity and service sources and increase SDBC participation;
3. Make use of vendors who have executed Contracts with the State of Ohio, when cost effective to do so;
4. Utilize electronic procurements when available;
5. Prepare correspondence, reports and related documents in order to procure various commodities and/or services by the Authority;
6. Contact vendors to update technical specifications; review submitted quotes to verify requirements; negotiate with vendors when required; ensure submittals are in accordance with established guidelines.
7. Review computer files and outside sources for commodities and services being ordered, contact vendors and determine the lowest price, award a purchase order, expedite orders as needed and resolve disputes between suppliers and requisitioners about cost, product suitability, etc.;
8. Compile appropriate documents to route to appropriate persons/departments to ensure compliance and appropriate approval signatures;
9. Assist in the process and control of addendums on purchase orders;
10. Maintain procurement documentation ensuring that all purchasing data is accurate and complete.

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THIS JOB DESCRIPTION DOES NOT CONSTITUTE A CONTRACT FOR EMPLOYMENT

11. Develop and maintain working relationships with other YMHA departments and staff, HUD offices and trade organizations for procurement assistance purposes;
12. Compile supporting documentation and submit cost savings to the Purchasing Manager;
13. Perform necessary coordination and data entry required to maintain inventory of fixed assets;
14. Assist in coordinating all inventory control measures;
15. Coordinate disposal of fixed assets;
16. Regular and predictable attendance is required;
17. Other related duties as assigned.

JOB REQUIREMENTS:

EDUCATION REQUIREMENTS: Bachelor's degree in Business, Procurement or a related field, or an equivalent combination of education and purchasing experience. In determining equivalency, three years of purchasing experience may be substituted for one year of college/university work.

EXPERIENCE: Minimum of two years of experience in purchasing. Familiarity with federal acquisition/procurement regulations and/or HUD acquisition/procurement regulations is a plus. Excellence in written and verbal communication skills with a demonstrated ability to control vendors

SKILLS: Must possess ability to work independently. Must be able to independently interpret regulations and application procedures. Ability to develop and implement monitoring and tracking systems. Strong organizational skills and efficiency in problem solving and mathematics. Proficient computer skills for word-processing, database programs, use of spreadsheets and Internet research. Proficiency in Microsoft Office products, Excel and Microsoft word. Must be able to complete assigned tasks accurately. Must maintain courteous and professional communications with co-workers, YMHA management, residents, and general public.

TYPICAL PHYSICAL DEMANDS: Requires manual dexterity to operate computer and other standard office equipment. Requires visual acuity to read words and numbers. Required to communicate orally in person, and via the telephone and internet. Requires ability to tolerate prolonged sitting, computer and telephone work.

TYPICAL MENTAL DEMANDS: Must be able to handle large volume of files, inquiries from vendors and telephone calls. Must be able to handle large volume of telephone calls and visitors. Must be able to define problems, collect data, establish facts and draw conclusions. Must be able to handle on-going multiple projects. Must be able to multi-task and follow priority tasks. Must be able to handle stress under deadline pressure and manage frequent interruptions. Must be able to relate to and interact with people of all socio-economic levels.

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JOB TITLE: Buyer

10/05/07

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WORKING CONDITIONS: Individual will work in typical office setting. Occasionally may be required to work flexible schedules to accommodate the department's requirements. May also be required to travel to and/or work in a satellite location.

OTHER REQUIREMENTS: The candidate must possess and maintain valid driver license with an insurable record under the terms and conditions of YMHA's auto liability policy.

As a condition of employment, the candidate must agree to and pass a drug screen, criminal background check, and motor vehicle check. The Housing Authority mandates that any employee hired on or after May 1, 2006 be paid by direct deposit to the financial institution of the employee's choice.

**YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
JOB DESCRIPTION**

JOB TITLE: Contract Specialist

STATUS: Non-Exempt

JOB CODE:

UNION STATUS: AFSCME Local 288

DIVISION: Management

REVISION NO:

REPORTS TO: Development Director

REVISION DATE: 10/05/07

POSITION SUMMARY: Responsible for ensuring proper performance for effective contracting, ensuring compliance with the terms of contracts and safeguarding the interests of the agency in its contractual relationships. Reports directly to the Development Director.

ESSENTIAL JOB FUNCTIONS:

1. Process contracts and purchase requisitions in accordance with applicable Federal, State and Authority guidelines; prepare and/or revise contract documents and bid specifications for procurement actions including invitation for bid or request for proposals for bidding purposes in order to procure various commodities and services by the Authority;
2. Develop and implement procurement strategies; resource and develop new vendors in order to increase competition, lower costs, develop alternate commodity and service sources and increase MBE/WBE participation;
3. Prepare correspondence, reports and related bidding documents in order to procure various commodities and/or services by the Authority;
4. Contact vendors to update technical specification; review submitted bids and/or proposals to verify requirements; negotiate with vendors when required; and ensure submittals are in accordance with established guidelines;
5. Arrange and attend contract bid opening sessions in order to receive bids and to award procurement agreements to the lowest responsible, responsive bidders;
6. Compile appropriate contracting documents to route to appropriate persons/departments to ensure legal sufficiency and compliance and appropriate approval signature(s);
7. Assist in the process and control of claims and change orders on contracts;
8. Maintain procurement documentation ensuring that all contract data is accurate and complete;
9. Monitor work activity of firms to ensure compliance with contract terms and regulation i.e., Davis Bacon, MBE/WBE and Section 3;
10. Ensure that wage and labor compliance is consistent with Department of Labor regulations and other applicable federal and state laws;
11. Develop and maintain working relationship with YMHA departments, HUD office and/or trade organizations for contractual assistance purposes;
12. Regular and predictable attendance is required;
13. Perform other duties as assigned.

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Larry R Speed

date 10/10/07

YMHA *[Signature]* 10-10-07
[Signature] 10-10-07

JOB REQUIREMENTS:

EDUCATION REQUIREMENTS: Bachelor's degree from an accredited college or university in Business, Procurement or related field, plus two years of contracting experience or an equivalent combination of and experience. In determining equivalency, one year of experience may be substituted for one year of college/university work.

EXPERIENCE: Two years contracting experience, or an equivalent combination of education and experience.

SKILLS: Must familiar with general construction, public housing, federal acquisition regulations, and/or HUD standards and regulations. Must be able to communicate effectively orally and in writing. Must be able to effectively work with and manage contractors. Must be computer literate and have experience with MS Word and Excel. Must be able to read and understand Federal, State and local rules and regulations. Must maintain courteous and professional communications with co-workers, YMHA management, residents, and general public.

TYPICAL PHYSICAL DEMANDS: Requires manual dexterity to operate computer and other standard office equipment. Requires visual acuity to read words and numbers. Required to communicate orally in person, and via the telephone and internet. Requires ability to tolerate prolonged sitting, computer and telephone work.

TYPICAL MENTAL DEMANDS: Must be able to handle large volume of files, vendors/clients and telephone calls. Must be able to handle large volume of telephone calls and visitors. Must be able to define problems, collect data, establish facts and draw conclusions. Must be able to handle on-going multiple projects. Must be able to multi-task and follow priority tasks. Must be able to handle stress under deadline pressure and manage frequent interruptions. Must be able to relate to and interact with people of all socio-economic levels.

WORKING CONDITIONS: Individual will work in typical office setting. Occasionally may be required to work flexible schedules to accommodate the department's requirements. May also be required to travel to and/or work in a satellite location, particularly constructions sites to ensure wage and labor compliance.

OTHER REQUIREMENTS: The candidate must possess and maintain valid driver license with an insurable record under the terms and conditions of YMHA's auto liability policy.

As a condition of employment, the candidate must agree to and pass a drug screen, criminal background check, and motor vehicle check. The Housing Authority mandates that any employee hired on or after May 1, 2006 be paid by direct deposit to the financial institution of the employee's choice.

13. Track work to ensure timely completion;
14. Must be able to process applications, annual and interim re-certifications, and transfers or moves in accordance with applicable policy and regulations;
15. Answer telephones, screens and directs calls;
16. Greet, screen, and direct visitors;
17. Maintain office supplies;
18. Ensure high level of customer service;
19. Maintain accurate and timely records and files;
20. Regular and predictable attendance required;
21. Perform other duties as assigned.

JOB REQUIREMENTS:

EDUCATION REQUIREMENTS: Must be a high school graduate or equivalent.

EXPERIENCE: Must have two (2) years working knowledge of modern office practices and procedures. Previous clerical experience in high volume setting required. Word processing, data entry, use of spreadsheets and public housing/section 8 housing choice voucher or social service experience preferred.

SKILLS: Ability to type 55 wpm. Ability to operate computer, typewriter, multi-line telephone; duplicating equipment; adding machine. Ability to accurately perform basic mathematical calculations. Must be detail oriented. Must have strong written and verbal communications skills. Must be able to communicate effectively in front of large groups. Must be highly organized. Ability to follow written and oral instructions and maintain consistency with application of procedures. Must maintain courteous and professional communications with co-workers, YMHA management, residents, clients and general public.

TYPICAL PHYSICAL DEMANDS: Requires manual dexterity to operate computer and other standard office equipment. Requires visual acuity to read words and numbers. Required to communicate orally in person, and via the telephone and internet. Requires ability to tolerate prolonged sitting, computer and telephone work. Bending, reaching and lifting up to 25 pounds required. Normal range of hearing and vision.

TYPICAL MENTAL DEMANDS: Must be able to handle large volume of files, applicants/clients and telephone calls. Must be able to handle large volume of telephone calls and visitors. Must be able to define problems, collect data, establish facts and draw conclusions. Must be able to handle on-going multiple projects. Must be able to multi-task and follow priority tasks. Must be able to handle stress under deadline pressure and manage frequent interruptions. Must be able to relate to and interact with people of all socio-economic levels.

WORKING CONDITIONS: Individual will work in typical office setting. Occasionally may be required to work flexible schedules to accommodate the department's requirements. May also be required to travel to and/or work in a satellite location.

JOB TITLE: Housing Applications Specialist

10/05/07

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OTHER REQUIREMENTS: The candidate must possess and maintain valid driver license with an insurable record under the terms and conditions of YMHA's auto liability policy.

As a condition of employment, the candidate must agree to and pass a drug screen, criminal background check, and motor vehicle check. The Housing Authority mandates that any employee hired on or after May 1, 2006 be paid by direct deposit to the financial institution of the employee's choice.

**YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
JOB DESCRIPTION**

JOB TITLE: Receptionist

FLSA STATUS: Non-exempt

JOB CODE:

UNION STATUS: AFSCME Local 288

DIVISION: Administration

REVISION NO:

REPORTS TO: Department Supervisor

REVISION DATE: 10/05/07

POSITION SUMMARY: This position is responsible for the operation of the Central Office switchboard, greeting and directing visitors, and miscellaneous clerical duties as assigned. A Receptionist Clerk must maintain professional attitude with applicants, clients, staff and general public.

ESSENTIAL JOB FUNCTIONS:

1. Greet, screen and direct all visitors at Authority's central office;
2. Screen and direct telephone calls to appropriate personnel;
3. Keep record of security log of visitors to central office;
4. Tracks activity of staff and visitors in the building;
5. Dispose of canceled client case records;
6. Receive, sort and distribute all US Mail, courier and parcel deliveries;
7. Receive, sort and distribute all interoffice mail;
8. Record daily cash receipts and tenant rents;
9. Record daily employee call off as assigned;
10. Must be able to manage difficult situations safely; must be able to contact supervisor or law enforcement officials should Authority visitor become unmanageable;
11. Ensure that Authority guests and visitors are not disruptive;
12. Provide excellent customer service to guests and visitors of YMHA;
13. Must monitor ingress and egress to and from Amedia Plaza parking lot;
14. Regular and predictable attendance is required;
15. Performs other duties as assigned.

JOB REQUIREMENTS:

EDUCATION REQUIREMENTS: Must be high school graduate or equivalent.

EXPERIENCE: Must have two (2) years working knowledge of modern office practices and procedures. Previous clerical experience in high volume setting required. Word processing, data entry and public housing or social service experience preferred.

SKILLS: Ability to type 55 wpm. Ability to operate computer, typewriter, multi-line telephone; duplicating equipment; adding machine. Ability to follow written and oral instructions. Ability to maintain an accurate and highly organized filing system. Must have

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Garry R. Speed *10/10/07* *10-10-07*
Date 10-10-07

strong written and verbal communications skills. Must maintain courteous and professional communications with co-workers, YMHA management, residents, clients and general public.

TYPICAL PHYSICAL DEMANDS: Requires manual dexterity to operate computer and other standard office equipment. Requires visual acuity to read words and numbers. Required to communicate orally in person, and via the telephone and internet. Requires ability to tolerate prolonged sitting, computer and telephone work.

TYPICAL MENTAL DEMANDS: Must be able to handle large volume of telephone calls and visitors. Must be able to define problems, collect data, establish facts and draw conclusions. Must be able to handle on-going multiple projects. Must be able to multi-task and follow priority tasks. Must be able to handle stress under deadline pressure and manage frequent interruptions. Must be able to relate to and interact with people of all socio-economic levels.

WORKING CONDITIONS: Individual will work in typical office setting. Occasionally may be required to work flexible schedules to accommodate the department's requirements. May also be required to travel to and/or work in a satellite location. May be required to provide clerical support in different departments.

OTHER REQUIREMENTS: The candidate must possess and maintain valid driver license with an insurable record under the terms and conditions of YMHA's auto liability policy.

As a condition of employment, the candidate must agree to and pass a drug screen, criminal background check, and motor vehicle check. The Housing Authority mandates that any employee hired on or after May 1, 2006 be paid by direct deposit to the financial institution of the employee's choice.

**YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
JOB DESCRIPTION**

JOB TITLE: Work Order Clerk

FLSA STATUS: Non-exempt

JOB CODE:

UNION STATUS: AFSCME Local 288

DIVISION: Management

REVISION NO:

REPORTS TO: Department Supervisor
or as assigned

REVISION DATE: 10/05/07

POSITION SUMMARY: This position is responsible for the daily monitoring of all public housing maintenance work orders, Section 8 tenant complaints and logs all public housing inspections. Serves as back up for Receptionist. Work Order Clerk must provide professional, effective, consistent, organized services to Authority clients.

ESSENTIAL JOB FUNCTIONS:

1. Receives, enters and tracks all public housing maintenance work orders and public housing housekeeping and UPCS inspections;
2. Distributes work orders to field staff, tracks time of completion of work orders to ensure on-time completion;
3. Provides summary sheets of activities to Maintenance Superintendent;
4. Monitors assigned maintenance work to ensure work orders are completed correctly accurately and according to policy;
5. Tracks unit turnaround time to ensure maintenance is complying with applicable standards; develops unit turnaround time reports for staff and use in reporting through the Public Housing Assessment System;
6. Develops and maintains accurate system of records and files;
7. Effectively communicates with clients via telephone in a clear, courteous and concise manner;
8. Contact, dispatch and monitor contracted painters, vendor for window and screen replacement and extermination services as required;
9. Tracks and verify requests for overtime; ensures requests are consistent with applicable policies;
10. Assists finance and public housing departments with reconciliation of client damage and other maintenance charges;
11. Serves as relief and back up for Receptionist Clerk;
12. Assist in ordering supplies for office;
13. Assist in receiving and recording daily cash receipts;
14. Regular and predictable attendance
15. Performs other duties as assigned.

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Larry R Speed

Date

10/10/07

Date

10-10-07

JOB REQUIREMENTS:

EDUCATION REQUIREMENTS: Must be high school graduate or equivalent.

EXPERIENCE: Must have two (2) years working knowledge of modern office practices and procedures. Previous clerical experience in high volume setting required. Word processing, data entry and public housing or social service experience preferred.

SKILLS: Ability to type 55 wpm. Ability to operate computer, typewriter, multi-line telephone; duplicating equipment; adding machine. Ability to follow written and oral instructions. Ability to maintain an accurate and highly organized filing system. Must have strong written and verbal communications skills. Must maintain courteous and professional communications with co-workers, YMHA management, residents, clients and general public.

TYPICAL PHYSICAL DEMANDS: Requires manual dexterity to operate computer and other standard office equipment. Requires visual acuity to read words and numbers. Required to communicate orally in person, and via the telephone and internet. Requires ability to tolerate prolonged sitting, computer and telephone work.

TYPICAL MENTAL DEMANDS: Must be able to handle large volume of telephone calls and visitors. Must be able to define problems, collect data, establish facts and draw conclusions. Must be able to handle on-going multiple projects. Must be able to multi-task and follow priority tasks. Must be able to handle stress under deadline pressure and manage frequent interruptions. Must be able to relate to and interact with people of all socio-economic levels.

WORKING CONDITIONS: Individual will work in typical office setting. Occasionally may be required to work flexible schedules to accommodate the department's requirements. May also be required to travel to and/or work in a satellite location. May be required to provide clerical support in different departments.

OTHER REQUIREMENTS: The candidate must possess and maintain valid driver license with an insurable record under the terms and conditions of YMHA's auto liability policy.

As a condition of employment, the candidate must agree to and pass a drug screen, criminal background check, and motor vehicle check. The Housing Authority mandates that any employee hired on or after May 1, 2006 be paid by direct deposit to the financial institution of the employee's choice.