

SERB Case 2010-MED-05-0774



COLLECTIVE BARGAINING AGREEMENT

by and between

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY

and

AFSCME LOCAL 288

MAINTENANCE 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: The AUTHORITY does hereby recognize the 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 96-REP-07-0145, dated December 12, 1996, 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 96-REP-07-0145, attached as Appendix "A" of this AGREEMENT.

Section 1.3: Exclusions: All new EMPLOYEES, during their probationary period as defined in Article 5, Section 5.2 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 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 RESOURCE 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 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 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 on reliance in any information furnished under any provisions hereof.

Section 4.6 Upon receipt from the UNION of the 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 SENIORITY

Section 5.1: 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 and current classification seniority date, and **current bargaining unit seniority date.** This list shall be updated annually and a copy provided to the UNION.

Section 5.2: Definition: Seniority is defined as total full-time continuous service with AUTHORITY as of the last hiring date. Probationary, defined in Section 5.7 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 5.3 below.

Section 5.3: Seniority shall be broken or terminated when EMPLOYEE:

- A) Quits or resigns;
- B) Is discharged for just cause and is not reinstated upon appeal;
- C) Is laid off or otherwise unable to work for a period of more than twenty four (24) consecutive months.
- D) Is absent without leave for three (3) or more workdays and fail to give timely notice of proper and acceptable excuse;

- E) Fails 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 either AFSCME units, after 90 days.

Section 5.4: 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 5.5: 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 5.6: 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 5.7: 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 5.8: 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 5.9: AUTHORITY will provide UNION with an accurate updated seniority list as of July and January of each succeeding year. UNION shall thereupon certify said list within thirty (30) days of receipt of same.

Section 5.10: 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, terminate, 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 6
LAYOFF AND RECALL

Section 6.1: 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 employee's 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 layoff 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 6.2: 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 hall 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 as 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 or were offered recall.

Section 6.3: 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 6.4: No bargaining unit EMPLOYEES shall be laid off due to outside contracting or non-bargaining unit staff performing their duties.

Section 6.5: 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 6.6: 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 7
JOB BIDDING

Section 7.1: 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 RESOURCE 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 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 7.2: 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 that has not satisfactorily completed the required probationary period.

Section 7.3: Upon receipt of rejection of a job bid, EMPLOYEES may request in writing a meeting with the HUMAN RESOURCE 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 7.4: 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 7.5: 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 8 SICK LEAVE

Section 8.1: All EMPLOYEES shall accrue sick leave credits at the rate of one (1) workday per completed month of service in which they have been in pay status. Any sick leave accrued but not used in any year shall be cumulative in the succeeding year. EMPLOYEES shall be allowed to cash in up to fifteen (15) days of unused sick leave on August 31 at **ninety percent (90%)** of its current value. EMPLOYEES must make a written request to the HUMAN RESOURCE DIRECTOR' office by August 1st of the same year.

Section 8.2: Sick leave credits will not accrue during periods of suspension or other types of leave without pay.

Section 8.3: 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 8.4: 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 EMPLOYEES for questions and inspection provided arrangements are made and approved in advance by the HUMAN RESOURCE DIRECTOR.

Section 8.5: 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 8.6: Sick leave shall be charged only for such days EMPLOYEES would otherwise have been at this employment.

Section 8.7: Granting of 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 EMPLOYEE'S family who resides in the same household as EMPLOYEE;
 - 2) If EMPLOYEES' 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 examination 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 or 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 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 RESOURCE 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 the 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 an including discharge in accordance with Article 26 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 subjected 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 use 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 Consolidated 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 EMPLOYEE'S 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 EMPLOYEES 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.

I. Non-use of Sick Leave

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

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

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

ARTICLE 9 BEREAVEMENT LEAVE

Section 9.1: 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 9.2: 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 EMPLOYEE'S 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 9.3: 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 10
MISCELLANEOUS LEAVES OF ABSENCE

Section 10.1: Leaves of Absence: Under conditions hereinafter specified, EMPLOYEES may be granted a leave of absence without pay at the discretion of the AUTHORITY, except employment elsewhere.

Section 10.2: 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 10.3: 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 10.4: 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 10.5: 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 10.6: 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 EXECUTIVE 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 10.7: 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 10.8: 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 10.9: AUTHORITY will continue in pay status EMPLOYEES who are called to testify in court proceedings on behalf of AUTHORITY.

Section 10.10: 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 10.11: EMPLOYEES shall report back for work when released as a witness unless their normal workday has ended.

Section 10.12: 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 10.13: 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 11
UPGRADES AND TEMPORARY ASSIGNMENTS

Section 11.1: 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 RESOURCE 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 Maintenance unit, these vacancies will be filled by seniority in the next lower-rated classification within the affected zone. If there are no qualified or eligible EMPLOYEES within the affected zone, then the temporary assignment shall be opened to the entire bargaining unit.
- 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 11.2: 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 11.3: 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 12 HOURS OF WORK

Section 12.1: 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 12.2: The normal work day shall consist of eight (8) and one-half 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 12.3: The normal work week shall start at 8:00 a.m. Monday and end at 4:30 p.m. on Friday.

Section 12.4: AUTHORITY reserves the right to make changes to the normal work week. Those changes may include the development of flexible or rotating schedules. **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 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 13
OVERTIME

Section 13.1: Overtime work shall only be performed and shall only be paid when such overtime is scheduled and authorized by DIRECTOR or designee. 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 13.2: Work performed during the regular workday will be paid at the regular straight time rate. All hours worked in excess of the established forty 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 13.3: 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 13.4: 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 13.5: 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 14
JOB DESCRIPTIONS

Section 14.1: EMPLOYEES covered by this AGREEMENT who are employed in the below listed classifications and working titles shall be paid as set forth herein, subject to HUD approval. See Exhibit B.

Classification

Serviceman V (Foreman)
Serviceman IV (Heating Specialist)
Serviceman IV (Mechanic)
Serviceman III (Utilityman/Hi-Rise)
Serviceman II (Laborer)

Working Titles

Mechanic V (Foreman)

Mechanic IV (Heating/Auto Specialist)

Mechanic II (Mechanic)

Mechanic I (Utility man Hi-Rise)

Mechanic's Aide (Laborer)

ARTICLE 15
UNIFORMS

Section 15.1: AUTHORITY shall issue to EMPLOYEES no later than July 1 of each contract year a voucher valued to the equivalent of the following:

- Year 1: Three (3) shirts, three pants and one summer jacket.
- Year 2: Three (3) shirts, three pants and one winter jacket.
- Year 3: Three (3) shirts, three pants and one thermal suit.
- Year 4: Three (3) shirts, three pants and one summer jacket.

Section 15.2: It is the responsibility of EMPLOYEES to acquire uniforms timely through a vendor designated by AUTHORITY and have presentable and appropriate wear for their presentation to the public during all workdays.

Section 15.3: 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 16
LONGEVITY

Section 16.1: 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 16.2: 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 16.3: 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 16.4: 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 16.5: Payment: For computation purposes, July 1st of each year shall be the cutoff 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 16.6: No longevity compensation shall be payable to EMPLOYEES with less than one (1) year of service as of the computation date.

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 ANNUAL LEAVE

Section 18.1: 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 18.2: Earning Period: Earning period shall be that period of time after the initial date of employment and the attainment of the first full year of employment with AUTHORITY and each successive full year's employment based on the anniversary of the attainment of the first full year of employment.

Section 18.3: Leave Period/Use of Leave:

- A) Annual leave period shall be that period of time after the initial attainment of the first full year of employment with AUTHORITY and succeeding anniversary dates of employment during which 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 18.4: 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 18.5: In order to maintain an adequate work force to perform the required work and provide the services that are normally provided by AUTHORITY, AUTHORITY shall determine the number of 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 18.6: 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 18.7: 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 18.8: 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 years or more	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 18.9: 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 Calculations

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

Monthly Calculations

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

Section 18.10: Advance Payment: Annual leave may be paid before going on vacation with two (2) weeks advance written notice to DIRECTOR, except during the months of June and July.

Section 18.11: 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 18.12: 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 18.13: Annual leave may be substituted for sick leave as defined in Article 8 when EMPLOYEES have exhausted all of their accumulated sick leave.

Section 18.14: 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 19
PERSONAL LEAVE

Section 19.1: 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 1st of each contract year.

Section 19.2: 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 20
HOSPITALIZATION

Section 20.1: 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 of coverage, the AUTHORITY shall provide written notice of such change(s) 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. (The 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 the 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 20.2: 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 20.1 of this AGREEMENT. The AUTHORITY will contribute eight dollars (\$8.00) per month per EMPLOYEE for life insurance and hearing aid coverage through the Ohio AFSCME Care Plan.

Section 20.3: 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 21 NON-DISCRIMINATION

Section 21.1: No person or persons or agencies responsible to AUTHORITY or 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 21.2: 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 22
EVALUATIONS

Section 22.1: 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 22.2: 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 22.3: 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 AGREEMENT. Disciplinary action may be taken for unrelated performance issues.

Section 22.4: 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 22.5: 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 22.6: Nothing in this Article shall prevent the EMPLOYER from removing a probationary EMPLOYEE before the end of the probationary period. This right shall not be abused by the EMPLOYER.

ARTICLE 23
EMPLOYEE RECORDS

Section 23.1: Any material placed in EMPLOYEES' file 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 23.2: Disciplinary action shall not be used against EMPLOYEES after two (2) years from the date of the disciplinary action's final disposition.

Section 23.3: EMPLOYEES may review their file at any reasonable time during normal working hours by appointment with the HUMAN RESOURCE DIRECTOR only.

ARTICLE 24 BULLETIN BOARDS AND JOB POSTINGS

Section 24.1: 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 38 herein.**

Section 24.2: Bargaining Unit Positions: AUTHORITY will post UNION positions as described in Article 7, Job Bidding of this AGREEMENT.

Section 24.3: 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 25 SAFETY AND HEALTH COMMITTEE

Section 25.1: 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 25.2: 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 26
DISCIPLINARY ACTION AND REPRIMANDS

Section 26.1: 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

Section 26.2: 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.

REPRIMANDS

Section 26.3: Reprimands may be issued by the following persons:

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

Section 26.4: All reprimands, whether oral or written, must clearly establish the reasons therefore and terms and provisions of AGREEMENT or work rules violated by the employee.

SUSPENSIONS

Section 26.5: The receipt of three (3) written reprimands shall result in an immediate hearing that may result in suspension.

Section 26.6: In explanation, but not 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, and 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 26.7: 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 26.8: When AUTHORITY intends to suspend an EMPLOYEE for more than three (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 26.9: 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 26.10: 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 27

STRIKES – WORK STOPPAGES – LOCKOUTS

Section 27.1: It is the intent of the parties to AGREEMENT that the procedure herein shall serve as the means for peaceful settlement of all disputes that may arise between them.

Section 27.2: 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.

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ARTICLE 28
GRIEVANCE PROCEDURE AND COMPLAINTS

Section 28.1: 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 28.2: 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 28.3: UNION Steward shall be allowed reasonable time during working hours to process grievances. DRECTOR shall be notified before the Steward leaves the work site. Orderly grievances and complaint procedure will conform to the following steps:

When such grievances arise, the following procedure shall be observed:

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) EMPLOYEE representatives and one (1) non-EMPLOYEE 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 provisions of this AGREEMENT; 2) to pass upon issues governed by law; or, 3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him/her. The grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and setting 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 36.4: Policy Grievance: A policy grievance which affects a substantial number of EMPLOYEES may initially be presented by UNION at STEP 2 of the Grievance Procedure.

Section 36.5: The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of AUTHORITY and UNION, be binding. If AUTHORITY fails to timely respond under the terms of the Grievance Procedure, the grievance shall be granted in accordance with the relief requested. If UNION fails to process a grievance within the specified time frame of the procedure, then the grievance is automatically considered withdrawn with regard to that incident. If a deadline falls on a non-business day, the deadline will automatically be extended to the next business day.

ARTICLE 29
AGREEMENT NOT TO USE NON-BARGAINING EMPLOYEES

Section 29.1: 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 29.2: 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 29.3: 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 30
WAGES

Section 30.1 The parties agree that the wage rates set forth in the AGREEMENTS shall be increased by **one and one half percent (1½%) effective September 1, 2010, one and one half percent (1½%) effective September 1, 2011, and one and one half percent (1½%) effective September 1, 2012. The 1 ½% increase is based on the COLA rate currently being paid, effective October 2, 2009.**

COLA

Section 30.2 The parties agree that new YMHA EMPLOYEES who were hired after the COLA went into effect shall receive **the one and one half percent (1½%) COLA on their current base pay effective October 2, 2009.**

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

<u>Classification</u>	<u>9/1/2009</u>
<u>EMPLOYEES as of</u>	
<u>September 1, 2007</u>	
Mechanic V	20.6834
Mechanic IV (Heating)	20.1376
Mechanic IV (Auto)	19.8128
Mechanic II	19.6351
Mechanic I	19.2964
Mechanic Aide	17.6572

**EMPLOYEES hired after
September 1, 2007**

Mechanic V	18.199
Mechanic IV (Heating)	17.7219
Mechanic IV (Auto)	17.4377
Mechanic II	17.2753
Mechanic I	16.9708
Mechanic Aide	15.5397

	Effective	Effective	Effective
Classification	9/1/10	9/1/11	9/1/12

**EMPLOYEES as of
September 1, 2007**

Mechanic V	20.9937	21.3086	21.6282
Mechanic IV (Heating)	20.4437	20.7402	21.0513
Mechanic IV (Auto)	20.10999	20.4116	20.7178
Mechanic II	19.9296	20.2286	20.532
Mechanic I	19.5858	19.8796	20.1778
Mechanic Aide	17.9221	18.1909	18.4638

**EMPLOYEES hired after
September 1, 2007**

Mechanic V	18.472	18.7491	19.0303
Mechanic IV (Heating)	17.9877	18.2575	18.5314
Mechanic IV (Auto)	17.6993	17.9648	18.2343
Mechanic II	17.5344	17.7974	18.0644
Mechanic I	17.2254	17.4837	17.746
Mechanic Aide	15.7728	16.0094	16.2495

Section 30.3 The AUTHORITY will continue to pick-up and pay the current required EMPLOYEE contribution amount to the Public Employees Retirement System up to nine and one-half percent (9 ½%). Any increases in excess of 9 ½% shall be paid by the employees.

**ARTICLE 31
ON-CALL AGREEMENT**

In order to continue to provide maintenance emergency services, UNION and AUTHORITY hereby agree to the following “on-call” AGREEMENT.

Each AMP shall be responsible for its own weekday on-call staffing.

The “ON-CALL” AGREEMENT emergencies will be limited to the following work items:

- O) Gas leaks
- P) Clogged main drains
- Q) Broken water lines
- R) Fire damaged apartments
- S) No electric
- T) No heat (including boiler plant related problems)
- U) Unsecured AUTHORITY property

The “on-call” EMPLOYEES shall be available by home telephone or cell phone. AUTHORITY shall provide a cellular phone to “on-call” EMPLOYEES in each AMP. The “on-call” EMPLOYEE is authorized to use an on-site AUTHORITY vehicle, designated by the AMP Foreman, if its use is necessary in completing the emergency work item. When the “on-call” EMPLOYEE completes the emergency work item which required the use of AUTHORITY vehicle, the “on-call” EMPLOYEE shall return AUTHORITY vehicle to the on-site area designated by the Foreman. Under no circumstances shall the “on-call” EMPLOYEE use AUTHORITY vehicle for any other purpose or travel off-site including, but not limited to, the “on-call” EMPLOYEES’ place of residence.

The “on-call” period shall be from Monday 4:30 p.m. through Saturday 7:59 a.m. Monday through Saturday except for regularly scheduled work hours of AUTHORITY. All “on-call” EMPLOYEES shall serve in rotation a one (1) week “on-call” period. The on-call” EMPLOYEES shall respond to all calls for maintenance emergency services during the “on-call” period.

All EMPLOYEES holding the working title of Mechanic I and above shall be assigned as “on-call” EMPLOYEES within their AMP for rotating, one (1) week turns. The AMP Manager shall be responsible to timely submit the calendar year’s on-call schedule, in accordance with procedure, to the **DIRECTOR OF ASSEST MANGAMENT.**

EMPLOYEES holding the working title of Mechanic’s Aide shall be assigned, in order of seniority, as on-call EMPLOYEES, if they have performed Mechanic II work duties in an approved temporary assignment as defined in ARTICLE 11, UPGRADES AND TEMPORARY ASSIGNMENTS.

The maximum number of “on-call” EMPLOYEES per AMP shall be six (6) EMPLOYEES as described above. If the number of qualified EMPLOYEES within a AMP does not reach six (6) EMPLOYEES, DIRECTOR or DIRECTOR’S Designee shall assign EMPLOYEES from other AMPs to fill the available slots.

EMPLOYEES shall be selected in descending classification order from the Mechanic V classification to the Mechanic's Aide classification. When qualified EMPLOYEES are not selected for "on-call" service from the Mechanic's Aide classification, non-selected Mechanic's Aides shall enter a labor pool. When "on-call" EMPLOYEES determine that there is a need for Mechanic's Aides on an emergency call, "on-call" EMPLOYEES shall first call out Mechanic's Aides from their AMP. If the workforce demand cannot be satisfied from within their AMP, "on-call" EMPLOYEES shall use the designated labor pool of Mechanic's Aides, in rotating order, on a seniority basis.

Any "on-call" EMPLOYEES may take additional weeks of "on-call" coverage from other consenting on-call EMPLOYEES. This can only be done with prior written approval and concurrence by the AMP Manager. This option is only available for qualified EMPLOYEES within the same AMP and not between other AMPs. The same procedure applies to qualified EMPLOYEES who want to exchange scheduled weeks with other qualified EMPLOYEES from the same AMP. For confirmation purposes, the AMP Manager shall submit a revised annual schedule to the **DIRECTOR OF ASSET MANAGEMENT** at least two weeks prior to the proposed change in schedule. When "on-call" EMPLOYEES cannot perform their duties due to illness or personal emergency, "on-call" EMPLOYEES have a duty to contact and inform their Foreman at the earliest possible point of their situation. If "on-call" EMPLOYEES are unable to contact their Foreman, the "on-call" EMPLOYEES have a duty to continue up the chain of command until there is proper notification. The AMP Manager and the Foreman have the duty to assign a qualified replacement in such circumstances and notify their immediate SUPERVISOR of their choice. This responsibility shall move up the chain of command if the AMP Manager and Foreman are unavailable to make the assignment.

"On-call" EMPLOYEES who need assistance to complete an emergency work item shall first call out EMPLOYEES from the lowest rated classification necessary to complete the emergency call. As examples, clean up after sprinkler leakage or securing fire-damaged premises may require the assistance of Mechanic's Aides.

While "on-call", EMPLOYEES shall be paid as follows:

- A. For a maintenance emergency or maintenance emergency, according to ARTICLE 13, OVERTIME of this AGREEMENT.
- B. For all time spent "on-call" not otherwise being paid, the rate of \$2.00 per hour **will be paid**. All time spent "on-call" shall not count for the purpose of determining overtime or any other benefit accrued on an hourly basis.
- C. When EMPLOYEES receive notice of an additional emergency while completing an emergency call, EMPLOYEES shall continue the "on-call" period and will be paid according to ARTICLE 13, OVERTIME of this AGREEMENT. Any subsequent call which occurs later than 15 minutes after the "punch-out" from the first call, shall be paid as a separate "on call" incident.

AUTHORITY will provide full wage compensation for a maximum of three (3) months to “on-call” EMPLOYEES physically assaulted in the performance of their “on-call” duties if such physical assault results in a disabling physical injury. EMPLOYEES must file a police report and seek prompt medical attention by an authorized provider immediately after the incident.

When EMPLOYEES are performing emergency-classified work during AUTHORITY’S normal hours of work and the work will not be complete at the finish of the workday, the Foreman shall make the decision whether EMPLOYEES shall complete the work or assign the unfinished work to the scheduled on-call EMPLOYEES. The Foreman shall make this decision prior to finish of the workday and in all cases comply with ARTICLE 13, OVERTIME and AUTHORITY policy.

ARTICLE 32
WEEKEND AND HOLIDAY EMERGENCY SERVICE AGREEMENT

Each AMP shall be responsible for its own weekend and holiday emergency on-call staffing.

Section 32.1: Weekends:

- a) Hours are all hours from 8:00 a.m. Saturday to 8:00 a.m. Monday.
- b) Salary - \$140 for each weekend.
- c) Overtime shall be paid for emergency work only per Article 13, Overtime Policy.
- d) EMPLOYEES shall perform weekend emergency service on a designated rotating basis.
- e) Fifteen (15) minute description

Section 32.2: Holidays:

- a) EMPLOYEES who are scheduled to be on emergency service for weekend shall automatically perform emergency services on a holiday that falls on a Friday or Monday or day closest to that weekend.
- b) Hours are all hours beginning at 8:00 a.m. of the holiday to 8:00 a.m. the following regularly scheduled workday.
Salary - \$35 per holiday worked.
- c) Overtime shall be paid for emergency work only per Article 13, Overtime Policy.
- d) EMPLOYEES shall perform holiday emergency service on a rotating basis.

Section 32.3: General Duties:

- a. Emergency calls and service during hours defined in Section 1, (a and b).

Section 32.4: Other Requirements and Rules:

- a. A year-long schedule shall be given to all participating EMPLOYEES and the Accounting Department. It shall be the EMPLOYEES' responsibility and obligation to perform emergency and/or holiday. If for any reason EMPLOYEES cannot perform their scheduled duties, it shall be their responsibility to find a replacement AUTHORITY employee that is acceptable to AUTHORITY. A minimum three-day notice must be given to the **DIRECTOR OF ASSET MANAGEMENT** or their designee.
- b. Any and all salary earned by EMPLOYEES as a result of emergency service pay shall be paid to EMPLOYEES in the next, possible pay period with all appropriate deductions withheld and subject to full benefits.
- c. All EMPLOYEES must contact an authorized SUPERVISOR to approve overtime before performing services. If unable to contact a SUPERVISOR after reasonable attempts, EMPLOYEES should proceed with emergency service and later contact an authorized SUPERVISOR for approval.
- d. AUTHORITY reserves right to cancel this weekend and holiday emergency service at its sole discretion with a ninety (90) day notice.

ARTICLE 33
TIME AND ATTENDANCE PROCEDURES

Section 33.1: 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 33.2: 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 33.3: EMPLOYEES must punch out and punch back in for lunch.

Section 33.4: 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 33.5: 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 33.6: EMPLOYEES do not work beyond the normal work day unless authorized by management.

Section 33.7: 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 SYSTEM are a violation of time and attendance policies and instruct payroll to make appropriate adjustments if necessary.

Section 33.8: 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 33.9: 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 (no 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 33.10: 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 33.11: 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 34 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 35 RESIDENT EMPLOYMENT OPPORTUNITY PROGRAM

AUTHORITY has developed a Resident Employment Opportunity Program (REOP). AUTHORITY will seasonally employ public housing residents to gain on-the-job work training experience in the AUTHORITY'S maintenance operations. The program will employ two (2) residents at each family development from April 1 through November 30

each calendar year contingent upon funding availability. This program also involves AUTHORITY EMPLOYEES serving as mentors for the participating residents to encourage job readiness and the pursuit of employment opportunities and ultimate self-sufficiency. This agreement will become effective April 1st of each year and remain in effect through November 30th of the same year by mutual agreement of the parties.

ARTICLE 36
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 EMPLOYEE'S probation period. AUTHORITY WILL test 100 percent of EMPLOYEES within the first 90 days of employment.
- j) 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.
- k) 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.

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

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) 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 urine and blood samples, the following procedures will be observed:

- b) 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;
 - c) The identification number will be entered into a ledger, which will then be signed by EMPLOYEES and the person at the collection site;
 - d) A chain of custody form will be completed by the person at the collection site and initialed by EMPLOYEES;
 - e) The chain of custody form and the specimen should be immediately shipped to the laboratory;
 - f) 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. 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 Exhibit A, attached hereto and made a part of this AGREEMENT.

ARTICLE 37 FAMILY AND MEDICAL LEAVE

Section 37.1: AUTHORITY will provide EMPLOYEES the benefit of the Family and Medical Leave Act of 1993 (FMLA) as required by law or as amended.

Section 37.2: Clarification: The policy of AUTHORITY and this AGREEMENT allow AUTHORITY to grant leaves of absence without pay for specified periods of thirty (30) days to one (1) year, as described in Article 10, Miscellaneous Leaves of Absence. These general leaves of absence are not Family and Medical Leave unless also qualified under this Article.

Section 37.3: FMLA Policy: The following describes AUTHORITY policy on leaves of absence under the FMLA:

- A) In addition to the Article 10, 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 EMPLOYEES' 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:
Approval: All FMLA requests will be reviewed by the EXECUTIVE DIRECTOR and HUMAN RESOURCE DIRECTOR.
- 1) Arrangements: All FMLA leave will be arranged through the EXECUTIVE DIRECTOR and the HUMAN RESOURCE DIRECTOR through the completion of an EMPLOYEE Leave Form.
 - 2) 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.
 - 3) 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.
 - 4) 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.
 - 5) 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.

- 6) 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 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.
- 7) 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.
- 8) 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 workers' compensation, in accordance with Ohio state law.

- 9) 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 with 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.
- 10) 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.
- 11) 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 38 **LABOR-MANAGEMENT MEETINGS**

Section 38.1: 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 collective bargaining 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 38.2: 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 38.3: 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 39
UNION REPRESENTATION

Section 39.1: 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 39.2: 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 39.3: 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 28.3 of Article 28, 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 39.4: 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, "Union Activity Log". Time lost from work for said UNION activity shall not be unreasonable.

Section 39.5: 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 40
PROBATIONARY PERIOD

Section 40.1: 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 40.2: 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 40.3: 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 40.4: No EMPLOYEES shall be eligible for promotion that have not satisfactorily completed their required probationary period.

ARTICLE 41 PROJECT-BASED MANAGEMENT RESPONSIBILITIES

Section 41.1: To advance AUTHORITY'S goal to decentralize field management operations, both parties to AGREEMENT need to modify roles and dedicate resources to this transition to better the quality of life for AUTHORITY residents. AUTHORITY will provide adequate and reasonable Project-Based Management System (PBMS) training to field operations EMPLOYEES which will include cross-training between AMP Managers and Foremen as well as appropriate EMPLOYEES. AUTHORITY will provide user-friendly financial reports designed to review monthly expenditures against budgetary forecasts. Foremen will attend and participate in weekly AMP Managers' meetings conducted by the DIRECTOR OF OPERATIONS. To better assess the need of residents and properties within their jurisdiction, AMP Managers and Foremen will regularly conduct site surveys of resident satisfaction and assets. The DIRECTOR OF OPERATIONS will provide the site survey formats for the AMP Managers and Foremen which will involve their input.

Section 41.2: In an effort to address customer satisfaction and the timely completion of work orders during Housing Quality Standards (HQS) inspections, AUTHORITY and UNION agree to a pilot program during the first eighteen months after the execution of this AGREEMENT. This pilot program enables a qualified HQS Inspector to identify HQS violations and make minor mechanical repairs during an apartment inspection. Minor mechanical repairs will be identified by considering the total length of time allocated for each inspection. AUTHORITY will evaluate the pilot program immediately after the conclusion of the pilot program's term, with UNION'S input, to assess program's value for continuance. ~~See Exhibit "B", attached hereto and made a part of this AGREEMENT.~~

Section 41.3: To further improve the efficiency of processing routine and HQS work orders the following AUTHORITY personnel are authorized to write work orders: Zone Managers, Foremen, Housing Inspectors, and non-collective bargaining unit EMPLOYEES through the DIRECTOR OF OPERATIONS or his designee. Reporting

emergency work items that threaten the immediate health and safety of residents or staff is everyone's responsibility.

ARTICLE 42
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 43
DURATION

Section 44.1: This AGREEMENT shall become effective at 12:01 a.m. on **September 1, 2010, and shall continue in full force and effect through midnight, August 31, 2013.**

Section 44.2: 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 44.3: Upon written notice by either party to the other not earlier than neither 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 44
ENTIRE AGREEMENT

Section 45.1: 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 45.2: 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.

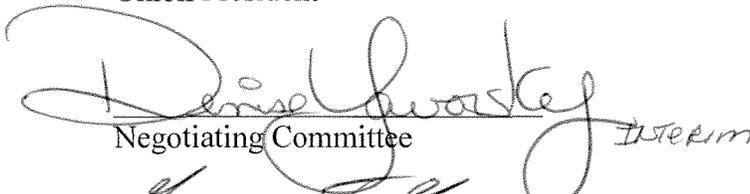
Section 45.3: If any term or provision of this AGREEMENT is, at any time during the life of the AGREEMENT, adjudged by a Court or Administrative Body of competent jurisdiction, to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this AGREEMENT.

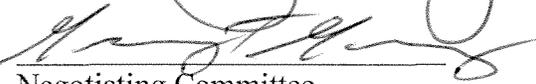
Section 45.4: No waiver of any breach of any term or condition of this AGREEMENT, and no failure to enforce any term or condition of this AGREEMENT, shall be construed to be a waiver of any preceding or succeeding breach, or enforcement, of the term or condition, or of any other term or condition of this AGREEMENT.

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

FOR THE UNION

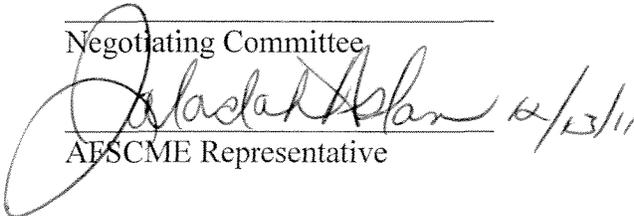

Union President


Negotiating Committee

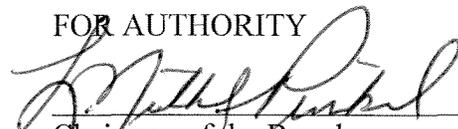

Negotiating Committee


Negotiating Committee

Negotiating Committee


AFSCME Representative 12/13/11

FOR AUTHORITY


Chairman of the Board


EXECUTIVE DIRECTOR

APPENDIX A

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: 99-REP-07-0160

AMENDMENT OF CERTIFICATION

Before Chairman Pohler, Vice Chairman Gillmor, and Board Member Verich: August 5, 1999.

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) is the deemed-certified exclusive representative of certain employees of the Youngstown Metropolitan Housing Authority (Employer). The Employee Organization and the Employer jointly filed a Petition for Amendment of Certification seeking to amend the certification to reflect certain changes in the existing unit. The Board approves the petition and amends the unit, which is now described as it appears on the one page attached to this directive, which is incorporated by reference.

It is so directed.

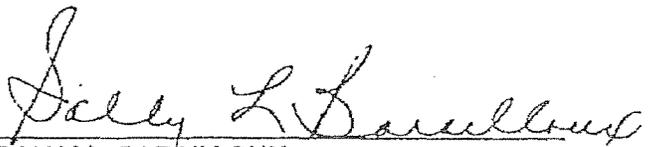
POHLER, Chairman; GILLMOR, Vice Chairman; and VERICH, Board Member, concur.


SUE POHLER, CHAIRMAN

Amendment of Certification
Case No. 99-REP-07-0160
August 5, 1999
Page 2

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

I certify that this document was filed and a copy served upon each party and the representative of each party by certified mail, return receipt requested; this 6th day of August, 1999.


SALLY L. BARAILLOUX
EXECUTIVE SECRETARY

Included: All employees of the Authority, including all employees assigned to classifications listed:

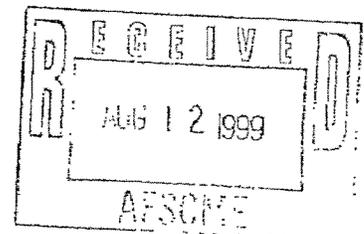
CLASSIFICATION

Serviceman V (Foreman)
Serviceman IV (Heating Specialist)
Serviceman IV (Mechanic)
Serviceman III (Utilityman Hi-Rise)
Serviceman II (Laborer)

Working Titles

Mechanic V (Foreman)
Mechanic IV (Heating/Auto Specialist)
Mechanic II (Mechanic)
Mechanic I (Utilityman Hi-Rise)
Mechanic's Aide (Laborer)

Excluded: Painters, Carpenters, and Management Staff.



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
_____ 5/23/11
For Union

APPENDIX E

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY
JOB DESCRIPTION

JOB TITLE: Mechanic (Hi-Rise)

STATUS: Non-Exempt

JOB CODE:

UNION STATUS: NONE

DIVISION: Maintenance

REVISION NO:

REPORTS TO: Property Asset Manager

REVISION DATE: 10/05/07

POSITION SUMMARY: Perform ordinary and difficult repairs to interior and exterior of structures; equipment and mechanical systems. Perform general cleaning of shops and offices; and general cleaning of apartments being prepared for rental. Also perform general maintenance and upkeep of grounds. Must be able to effectively communicate information regarding all maintenance work which includes prioritizing apartments that need to be ready, maintaining essential maintenance records, tools, equipment, and materials required for development. Must be able to track maintenance work to ensure compliance with applicable standards and policies.

ESSENTIAL JOB FUNCTIONS:

1. Perform ordinary and difficult repairs to interior and exterior of YMHA owned structures, equipment and mechanical systems;
2. Ensure completion preventive maintenance schedule;
3. Generate work orders as necessary;
4. Must be able to follow routine maintenance schedule;
5. Complete all work orders, all work performed must be tracked by work order;
6. Responsible for identifying and tracking all inventory used in completion of work order;
7. Responsibly use all maintenance supplies and inventory items;
8. Move and deliver items including furniture, appliances and heavy equipment;
9. Prepare apartments for rental. Apartment preparation includes but is not limited to the removal of all debris; cleaning appliances and ensure each is working properly; clean and replace as necessary light bulbs, fixtures, light covers; all surfaces including walls ceilings, closets, cabinetry, sinks tubs and showers shall be cleaned and caulked as necessary; clean and repair as necessary doors, hardware, closet rods, medicine cabinets and toilet paper holders;
10. Must be familiar with Uniform Physical Conditions Standards and ensure property is maintained in accordance with those standards;
11. Conduct Uniform Physical Condition Inspections; document deficiencies and generate work order for the same;
12. Must be familiar with maintenance work plan and ensure properties are maintained in accordance with maintenance work plan;
13. Diagnose and repair, mechanical, electrical and HVAC problems;
14. Must be familiar with maintenance indicators as defined in applicable HUD assessment system (currently Public Housing Assessment System (PHAS)) to ensure goals are achieved;

union:

Saladiah Islam
Garry Speed

Gina [unclear]
[unclear]

date 10-10-07

15. Ensure that YMHA grounds including YMHA owned streets, sidewalks, driveways, lawns and window wells are clean and kept clear and free of debris and litter;
16. Operate all vehicles, tools, lawn care equipment, snow removal equipment and machinery safely and in accordance with policies and applicable OSHA standards;
17. Responsible for landscaping at each site which may include mulching, seeding and re-seeding, fertilizing, weeding, planting, pruning, trimming and digging of grounds;
18. Must be familiar with lease and notify supervisor of potential tenant lease violations;
19. Responsible for snow removal in accordance with policy;
20. Responsible for monitoring pest control; schedule as necessary;
21. Repair fences and other grounds fixtures;
22. Ensure that all emergencies are abated within twenty-four hours;
23. Serve as mentor in REOP program;
24. Regular and predictable attendance required;
25. Perform other related tasks and other duties as assigned.

JOB REQUIREMENTS:

EDUCATION REQUIREMENTS: High school diploma or equivalent.

EXPERIENCE: Experience in apartment or facility maintenance desired. Experience in public housing maintenance preferred.

SKILLS: Must be able to communicate effectively orally and in writing. Must be able to read and understand work orders, policy, rules and regulations. Must be able to coordinate and carry out maintenance functions with management at the assigned site. Must have basic computer skills. Must maintain courteous and professional communications with co-workers, YMHA management, residents, and general public.

TYPICAL PHYSICAL DEMANDS: Requires manual dexterity to operate tools including lawn care and mowing equipment, power tools and other tools and equipment as assigned. 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 or standing bending, crawling, kneeling or lifting. Must be able to tolerate prolonged exposure to the outdoor elements. Bending, reaching and lifting up to 50 pounds required. Normal range of hearing and vision required.

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 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.

JOB TITLE: Mechanic (Hi-Rise)

REVISION DATE: 10/05/07

PAGE 3 of 3

WORKING CONDITIONS: Works in maintenance shop as well as both indoors and outdoors on property sites. Must be able to work outdoors in all weather conditions. May be required to work overtime or flexible schedules. May be required to travel to and from multiple properties in all weather conditions. May also require occasional overnight travel.

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: Foreman

STATUS: Non-Exempt

JOB CODE:

UNION STATUS: NONE

DIVISION: Maintenance

REVISION NO:

REPORTS TO: Property Asset Manager

REVISION DATE: 10/05/07

POSITION SUMMARY: In conjunction with, and under the supervision of the Property Asset Manager, position will assist in planning and coordinating all maintenance activities for assigned asset management project. Coordinate, plan and perform ordinary and difficult repairs to interior and exterior of structures; equipment and mechanical systems. Responsible for overall maintenance at assigned Asset Management Project. Perform general cleaning of shops and offices; and general cleaning of apartments being prepared for rental. Also perform general maintenance and upkeep of grounds. Must cooperate with Property Asset Manager in coordination of all routine and non-routine maintenance. Must be able to effectively communicate information regarding all maintenance work which includes prioritizing apartments that need to be ready, maintaining essential maintenance records; tools; equipment; and materials required for development. Must be able to track maintenance work to ensure compliance with applicable standards and policies.

ESSENTIAL JOB FUNCTIONS:

1. Assist Property Asset Manager in the coordination and planning of all asset management project maintenance activities;
2. Coordinate, plan and perform ordinary and difficult repairs to interior and exterior of YMHA owned structures, equipment and mechanical systems;
3. Assist in developing preventive maintenance work schedule to preserve integrity of systems and structures; ensure completion according to schedule;
4. Generate work orders as necessary;
5. Must be able to follow routine maintenance schedule;
6. Complete all work orders, all work performed must be tracked by work order;
7. Responsible for ordering maintenance supplies timely;
8. Responsible for identifying and tracking all inventory used in completion of work order;
9. Responsible for ensuring that all supplies and inventory items are used properly and efficiently;
10. Prepare apartments for rental. Apartment preparation includes but is not limited to the removal of all debris; cleaning appliances and ensure each is working properly; clean and replace as necessary light bulbs, fixtures, light covers; all surfaces including walls ceilings, closets, cabinetry, sinks tubs and showers shall be cleaned and caulked as necessary; clean

union

Deborah S. ...
Jerry R. Speed 10/10/07
Equival. ...
10-10-07
Date: 10-10-07

- and repair as necessary doors, hardware, closet rods, medicine cabinets and toilet paper holders;
11. Must be familiar with Uniform Physical Conditions Standards and ensure property is maintained in accordance with those standards;
 12. Conduct Uniform Physical Condition Inspections; document deficiencies and generate work order for the same;
 13. Must be familiar with maintenance work plan and ensure properties are maintained in accordance with maintenance work plan;
 14. Diagnose and repair, mechanical, electrical and HVAC problems;
 15. Must be familiar with maintenance indicators as defined in applicable HUD assessment system (currently Public Housing Assessment System (PHAS)) to ensure goals are achieved;
 16. Ensure that YMHA grounds including YMHA owned streets, sidewalks, driveways, lawns and window wells are clean and kept clear and free of debris and litter;
 17. Use and handle all vehicles, tools, lawn care equipment, snow removal equipment and machinery safely and in accordance with policies and applicable OSHA standards;
 18. Responsible for landscaping at each site which may include mulching, seeding and re-seeding, fertilizing, weeding, planting, pruning, trimming and digging of grounds;
 19. Must be familiar with lease and notify supervisor of potential tenant lease violations;
 20. Assist in developing appropriate tenant charges for violations of lease;
 21. Assist in defining emergency and non-emergency work orders;
 22. Responsible for snow removal in accordance with policy;
 23. Responsible for monitoring pest control; schedule as necessary;
 24. Repair fences and other grounds fixtures;
 25. Ensure that all emergencies are abated within twenty-four hours;
 26. Assist in identifying performance related issues with other maintenance staff;
 27. Assist in evaluating maintenance staff performance;
 28. Direct maintenance staff in a manner consistent with AMP manager directives;
 29. Serve as mentor in REOP program;
 30. Regular and predictable attendance required;
 31. Perform other related tasks and other duties as assigned.

JOB REQUIREMENTS:

EDUCATION REQUIREMENTS: High school diploma or equivalent.

EXPERIENCE: Experience in apartment or facility maintenance desired. Experience in public housing maintenance preferred.

SKILLS: Must be able to communicate effectively orally and in writing. Must be able to read and understand work orders, policy, rules and regulations. Must be able to coordinate and carry out maintenance functions with management at the assigned site. Must have basic computer skills. Must maintain courteous and professional communications with co-workers, YMHA management, residents, and general public.

TYPICAL PHYSICAL DEMANDS: Requires manual dexterity to operate tools including lawn care and mowing equipment, power tools and other tools and equipment as assigned.

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 or standing bending, crawling, kneeling or lifting. Must be able to tolerate prolonged exposure to the outdoor elements. Bending, reaching and lifting up to 50 pounds required. Normal range of hearing and vision required.

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 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: Works in maintenance shop as well as both indoors and outdoors on property sites. Must be able to work outdoors in all weather conditions. May be required to work overtime or flexible schedules. May be required to travel to and from multiple properties in all weather conditions. May also require occasional overnight travel.

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: Laborer

STATUS: Non-Exempt

JOB CODE:

UNION STATUS: NONE

DIVISION: Maintenance

REVISION NO:

REPORTS TO: Property Asset Manager

REVISION DATE: 10/10/07

POSITION SUMMARY: Will spend majority of time cleaning and preparing apartments for rental, ensuring grounds and common areas are kept clean and well maintained, performing general cleaning of shops and offices; general cleaning of apartments being prepared for rental; and maintenance and upkeep of grounds.

ESSENTIAL JOB FUNCTIONS:

1. Clean and prepare apartment units for rental in accordance with applicable policies; unit preparation includes but is not limited to the removal of all debris; cleaning appliances and determining whether each is working properly; clean and replace as necessary light bulbs, fixtures, light covers; all surfaces including walls ceilings, closets, cabinetry, sinks tubs and showers shall be cleaned and caulked as necessary; clean and as necessary doors, hardware, closet rods, medicine cabinets and toilet paper holders;
2. Clean and maintain maintenance shop, common areas and management office;
3. Keep streets, sidewalks, driveways, lawns and window wells clean and free of debris;
4. Remove snow on streets and sidewalks;
5. Move and deliver items including furniture, appliances and heavy equipment;
6. Responsibly use all maintenance supplies and inventory items;
7. Operate all vehicles, tools, lawn care equipment, snow removal equipment and machinery safely and in accordance with policies and applicable OSHA standards;
8. Responsible for landscaping at each site which may include mulching, seeding and re-seeding, fertilizing, weeding, planting, pruning, trimming and digging of grounds;
9. Must be familiar with lease and notify supervisor of potential tenant lease violations;
10. Assist Mechanics with related duties;
11. Regular and predictable attendance;
12. Perform other duties as assigned.

JOB REQUIREMENTS:

EDUCATION REQUIREMENTS: High school diploma or equivalent.

EXPERIENCE: Experience in apartment maintenance or janitorial experience desired.
Experience in public housing maintenance preferred.

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Spencer A. [Signature]
James [Signature]
10/10/07
Date 10-10-07

SKILLS:

Must be able to understand work orders, policy, rules and regulations. Must be able to coordinate and carry out maintenance functions with management at the assigned site. Must have basic computer skills. Must maintain courteous and professional communications with co-workers, YMHA management, residents, and general public.

TYPICAL PHYSICAL DEMANDS: Requires manual dexterity to operate tools including lawn care and mowing equipment, power tools and other tools and equipment as assigned. 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 or standing bending, crawling, kneeling or lifting. Must be able to tolerate prolonged exposure to the outdoor elements. Bending, reaching and lifting up to 50 pounds required. Normal range of hearing and vision required.

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 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: Works in maintenance shop as well as both indoors and outdoors on property sites. Must be able to work outdoors in all weather conditions. May be required to work overtime or flexible schedules. May be required to travel to and from multiple properties in all weather conditions. May also require occasional overnight travel.

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: Mechanic

STATUS: Non-Exempt

JOB CODE:

UNION STATUS: NONE

DIVISION: Maintenance

REVISION NO:

REPORTS TO: Property Asset Manager

REVISION DATE: 10/5/07

POSITION SUMMARY: Will perform ordinary and difficult repairs to interior and exterior of structures, equipment and mechanical systems. Will perform general cleaning of shops and offices; and general cleaning of apartments being prepared for rental. Will also perform general maintenance and upkeep of grounds.

ESSENTIAL JOB FUNCTIONS:

1. Perform ordinary and difficult repairs to interior and exterior of structures, equipment and mechanical systems;
2. Ensure completion of preventive maintenance schedule;
3. Generate work orders as necessary;
4. Must be able to follow routine maintenance schedule;
5. Complete all work orders, all work performed must be tracked by work order;
6. Responsible for identifying and tracking all inventory used in completion of work order;
7. Responsibly use all maintenance supplies and inventory items;
8. Move and deliver items including furniture, appliances and heavy equipment;
9. Snow removal on sidewalks and parking lot;
10. Prepare apartments for rental. Apartment preparation includes but is not limited to the removal of all debris; cleaning appliances and ensure each is working properly; clean and replace as necessary light bulbs, fixtures, light covers; all surfaces including walls ceilings, closets, cabinetry, sinks, tubs and showers shall be cleaned and caulked as necessary; clean and repair as necessary doors, hardware closet rods, medicine cabinets and toilet paper holders;
11. Must be familiar with Uniform Physical Conditions Standards and ensure property is maintained in accordance with those standards;
12. Conduct Uniform Physical Condition Inspections; document deficiencies and generate work order for the same;
13. Must be familiar with maintenance work plan and ensure properties are maintained in accordance with maintenance work plan;
14. Diagnose and repair mechanical, electrical and HVAC problems;
15. Must be familiar with maintenance indicators as defined in applicable HUD assessment system (currently Public Housing Assessment System (PHAS)) to ensure goals are achieved;
16. Ensure that YMHA grounds including YMHA owned streets, sidewalks, driveways, lawns and window wells clean and kept clear and free of debris and litter;
17. Operate all vehicles, tools, lawn care equipment, snow removal equipment and machinery safely and in accordance with policies and applicable OSHA standards;
18. Landscaping which may include mulching, seeding and re-seeding, fertilizing, weeding, planting, pruning, trimming and digging of grounds;
19. Repair fences and other grounds fixtures.
20. Serve as mentor in REOP program

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THIS JOB DESCRIPTION...

[Handwritten signatures and dates]
10-10-07

21. Regular and predictable attendance required;
22. Perform ordinary and difficult emergency repairs;
23. Perform other related tasks and duties as assigned.

JOB REQUIREMENTS:

EDUCATION REQUIREMENTS: High school diploma or equivalent.

EXPERIENCE: Experience in apartment or facility maintenance desired. Experience in public housing maintenance preferred.

SKILLS: Must be able to communicate effectively orally and in writing. Must be able to read and understand work orders, rules and regulations. Must be able to coordinate and carry out maintenance functions with management at the assigned site. Should have basic computer skills. Must maintain courteous and professional communications with co-workers, YMHA management, residents, and general public.

TYPICAL PHYSICAL DEMANDS: Requires manual dexterity to operate tools including lawn care and mowing equipment, power tools and other tools and equipment as assigned. 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 or standing, bending, crawling, kneeling or lifting. Must be able to tolerate prolonged exposure to the outdoor elements. Bending, reaching and lifting up to 50 pounds required. Normal range of hearing and vision required.

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 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: Works in maintenance shop as well as both indoors and outdoors on property sites. Must be able to work outdoors in all weather conditions. May be required to work overtime or flexible schedules. May be required to travel to and from multiple properties in all weather conditions. May also require occasional overnight travel.

Must hold valid driver's license with insurable driving record. 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.

OTHER REQUIREMENTS: The candidate must possess and maintain a valid drivers 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.