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STATE EMPLOYMENT
RELATIONS BOARD

K #28913

AGREEMENT

2012 OCT -4 P 12: 12

CONTRACT NEGOTIATIONS

BETWEEN

BUTLER METROPOLITAN

HOUSING AUTHORITY

AND

AFSCME OHIO COUNCIL 8

LOCAL 1330-01 CLERICALS

AFL-CIO

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ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the Butler Metropolitan Housing Authority, hereinafter referred to as the "Employer" and American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, Local 1330-A, AFL-CIO, hereinafter referred to as the "Union". Its purpose is to set forth in its entirety the full and complete agreement between the parties governing wages, and the hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative and bargaining agent for all employees, relative to all matters pertaining to wages, hours, terms and all other conditions of employment, in the appropriate unit as follows:

INCLUDED: All employees of the Butler Metropolitan Housing Authority performing clerical functions, computer functions, accounting functions, rental functions and housing coordinator functions, including; Receivables Coordinator; Work Order Coordinator; R.R. Specialist; Receptionist; Rental Specialist; Re-Exam Specialist; S-8 Housing Coordinator; Clerical Specialist/L & O; S-8 Receptionist; Application Specialist; Accounting Clerk; Purchasing Coordinator; Clerical Aide/L & O; S-8 Application Coordinator; S-8 Inspection Coordinator; Grants Coordinator, UPCS Inspector, Rental Specialist II, Stockroom Clerk/Janitor, S-8 Inspector, and Screening Specialist.

EXCLUDED: All management level, supervisory and confidential employees as defined in the Act, including: Executive Director, Assistant Director/Attorney, R.R. Coordinator; Development Director, Leasing Director, Maintenance Director, S-8 Director; Administrative Assistant, Inspector, Accounting/Budget Director, IT Manager, Procurement Officer, Accounting Supervisor, Human Resources/Coordinator, Executive Secretary, DFF/DEV Contracts, Compliance Grant Contracts and all other employees.

ARTICLE 3 - DUES DEDUCTION

Section 1. Upon presentation by the Employee or the Union of a written deduction authorization signed by the employee, the Employer shall deduct on a biweekly basis the periodic dues, initiation fees, and assessments owed by the employee to the union and promptly forward the same accompanied by an alphabetical list of names and addresses of all employees for whom such payments are made to the controller of AFSCME, Ohio Council 8, at 6800 North High Street, Worthington, Ohio 43085-2512.

Section 2. The employer shall not be obliged to make dues deduction of any kind from the wages of any employee, who, during any dues month involved, shall have failed to receive sufficient wages to equal the aggregate of the dues, initiation fees, or assessment deductions.

Section 3. Fair Share Fee: All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a Fair Share Fee to the Union as a condition of continued employment.

All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a Fair Share Fee to the Union effective sixty-one (61) days from the employee's date of hire, or the date of execution of this agreement, whichever is later, as a condition of employment.

The Fair Share Fees shall be certified to the Employer by the Union. The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment of the Fair Share Fee deducted shall be made in accordance with the regular dues deduction as provided herein. The Employer shall provide the Union with an alphabetical list of names; social security number and address of those employees who had a Fair Share Fee deduction along with the amount of the Fair Share Fee deducted.

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of union dues or fair share fees (agency fees) except that the Employer shall be liable for claims arising out of the Employer's failure to provide an initial fair share fee (agency fee) notice to newly hired bargaining unit employees.

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article unless specifically listed above.

ARTICLE 4 - P.E.O.P.L.E. DEDUCTION

All Bargaining Unit Employees may have P.E.O.P.L.E. donations deducted from their paycheck upon receipt of said employees' request. This requested amount deducted shall be remitted to AFSCME Ohio Council 8 in the same manner as the membership dues. This authorization may be revoked by the employee at any time by giving written notice to the Employer and the Union.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 1. Unless the Employer has specifically set forth in this Agreement a limitation upon the Employer's right or duty to manage the Authority, the Employer shall retain all rights imposed upon it by law to carry out the administration of and management of the Authority. The right to manage shall include, but not be limited to:

- (a) The right to direct, supervise, hire, promote, transfer, assign, schedule and retain Employees, and also to suspend, discipline and discharge for just cause.
- (b) The right, to relieve Employees from duty and to exclusively determine the need for any layoff or reduction in force, and to determine the number of personnel needed in any agency or department, or to perform any function, to determine services to be rendered, the operations to be performed, the utilization of technology, and overall budgetary matters.
- (c) The right to purchase equipment, materials or services, or to contract or subcontract for services.
- (d) The right to determine the appropriate job classifications and personnel by which operations are to be conducted, to determine the overall mission of the Authority, to maintain and improve the efficiency and the effectiveness of operations.
- (e) The right to make reasonable rules to regulate the work force, to establish and amend personnel policies and procedures relating to any matter which is not specifically set forth in this Agreement.
- (f) The right to take any necessary actions to carry out the mission of the Authority in situations of emergency, and take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

ARTICLE 6 - UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

Section 1. The Union shall select not more than three Stewards to cover all BMHA locations in which bargaining unit employees report. The Union shall furnish the employer a list of stewards and their work locations, and shall keep the list up to date at all times. Stewards and Officers will be permitted to investigate and process grievances, and attend scheduled meetings with Management on a no lost time basis, provided the Steward has approval of the supervisor and the normal flow of work is not unduly interrupted

Section 2. With prior approval of the Employer, a non-employee representative of the Union shall have access to the Employer's premises for the purpose of conferring with Management, Delegates of the Union, or Employees for the purpose of administering this agreement and settlement of disputes.

Section 3. The Employer will provide the Union with a bulletin board in the 4110 Hamilton-Middletown Road, Hamilton, Ohio. All materials posted on the Union bulletin board shall have the name and title of the Union official that did the posting, and shall pertain only to Union business.

ARTICLE 7 - NO STRIKE/NO LOCKOUT

Section 1.

- (a) The Union agrees that there shall be no work interruptions or strikes, nor shall there be any slowdown, or other interference with services, for the duration of the Agreement. Should any violation of this provision occur, the Union will immediately issue a written notice to all members to cease and desist such activity and return to full performance of duties.
- (b) The Employer agrees that there shall be no lockout of Bargaining Unit Employees for the duration of the Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit Employee or the Employer that there has been a breach, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor in those matters not covered by this Agreement.

Section 2. All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. Any grievance which originates from a level above the first step of the grievance procedure may be submitted directly to the step from which it originates.

Section 3. The Union or the employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the Employee within the time limits provided shall be considered withdrawn.

Section 4. All time limits on grievances set forth herein may be extended only upon mutual consent of the parties.

Section 5. A grievance may be brought by any Employee covered by this Agreement or by the Union. Where a group of bargaining unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. This number may be increased with mutual consent of the parties. Each Employee who desires to be included in such grievance shall be required to sign the grievance.

Section 6. The Union shall use a written grievance form which shall provide the following information:

- (a) Aggrieved Employee's name and signature;
- (b) Date, time and location of grievance;
- (c) Description of incident giving rise to the grievance;
- (d) Specific Articles and sections of the Agreement violated;
- (e) Date grievance was first discussed;
- (f) Name of supervisor with whom grievance was first discussed;
- (g) Date grievance was filed in writing; and
- (h) Desired remedy to resolve grievance.

Section 7. The Union shall have the responsibility for duplication and distribution of, and its own accounting for, the grievance forms.

Section 8. It is the desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1. In order for an alleged grievance to receive consideration under this procedure, the Employee and/or Union must identify the alleged grievance to the Employee's immediate supervisor within ten (10) calendar days of the occurrence or knowledge of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) calendar days following the date on which the supervisor was presented the grievance.

Step 2. If the grievance is not resolved in Step 1 and the Employee wishes to proceed to Step 2, the Employee, with the appropriate Union official, if the Employee so desires, shall reduce the grievance to writing and shall, within ten (10) calendar days from receipt of the Step 1 answer, but not later than fourteen (14) days after the occurrence, or knowledge of the occurrence, present the grievance to the employee's supervisor. The supervisor shall respond in writing to the Employee within three (3) calendar days following the presentation of the grievance to Step 2.

Step 3. If the grievance is not resolved in Step 2, the Employee or the Union, with the appropriate Union official, if the Employee so desires, may present the written grievance to the Executive Director or his designee within ten (10) calendar days from receipt of the Step 2 answer. The Executive Director shall meet with the employee and the Union within seven (7) calendar days following receipt of the grievance at Step 3. The Executive Director shall respond in writing within ten (10) days after the meeting.

Step 4. Arbitration. If the grievance is not satisfactorily resolved at Step 3, then within forty-five (45) days of the receipt of the Step 3 decision the Union may appeal the grievance to arbitration. The Union shall notify the Federal Mediation and Conciliation Service (FMCS) and the employer at the same time of its intent to appeal the grievance to arbitration. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted within the forty-five (45) calendar day period described above shall be deemed withdrawn.

- (a) The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list, with the party who requested the arbitration striking first, until such time as one name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may once reject a list and submit a

request for another list from the FMCS. The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of specific articles in this Agreement. He may not add to, subtract from, modify or amend the Agreement.

- (b) The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable; the alleged grievance will be heard on its merits before the same arbitrator.
- (c) The decisions of the arbitrator shall be final and binding upon both parties and all bargaining unit members. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge, suspension or reduction, the arbitrator shall have the authority to award modification of said discipline.
- (d) The costs of the services of the arbitrator, the fee of the arbitrator, if any, shall be borne equally by the Employer and the Union. The expenses of any non-Employee witnesses, if any, shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; provided, however, that such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the date of the hearing.

Section 9. When an Employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his right to be present at the adjustment.

Section 10. In the event that time period set forth in this Article expires on a Saturday, Sunday or legal holiday, such time period shall be extended to the end of the next regular business day of the Butler Metropolitan Housing Authority. In the event that the Employer fails to respond to a grievance at any step, the Union may advance the grievance to the next step.

Section 11. Withdrawal of a grievance at any step of the grievance or arbitration process shall not be deemed as setting a precedent should another grievance of a similar nature arise in the future.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

Section 1. Employees may be disciplined for just cause.

Section 2. No employee shall be suspended, or discharged, without a pre-disciplinary hearing:

- (a) Written notice shall be given to the employee advising him/her of the reason discipline is being considered (A copy of the notice will be provided to the Local Union President, provided that a failure to do so shall not prejudice the Employer);
- (b) Four (4) workdays will be granted to the employee before the hearing so the employee can prepare a defense or explanation;
- (c) The employee shall be afforded at the hearing a fair opportunity to be heard in opposition of the charges against him;
- (d) The Steward or Union President and Council 8 Staff Representative shall have the right to assist the employee during the pre-disciplinary hearing.
- (e) The Employer shall issue a decision within fifteen (15) days after the pre-disciplinary hearing, provided that the Employer can delay a decision an additional fifteen (15) days upon written notice to the Union.

Section 3. An employee may submit for inclusion in his/her personnel file a written rebuttal regarding any verbal or written reprimand and/or request a meeting for the Executive Director to review the reprimand. The employee may have a Union representative present at this meeting.

Section 4. The Employer shall furnish the employee and the Union with a copy of any disciplinary action which shall state the reason for such action.

Section 5. For disciplinary action other than verbal and written reprimands, the employee may appeal such disciplinary action exclusively through the grievance and arbitration procedure.

Section 6. In cases of dismissal, the Employer shall issue a check as soon as possible, but not later than the next subsequent pay period, to the employee for all wages and other compensation earned and due the employee, provided all keys, uniforms, and equipment, etc. owned by the Employer are returned.

Section 7. Reprimands shall be removed from the Employee's personnel file after eighteen (18) months.

ARTICLE 10 - PROBATIONARY PERIOD

Section 1. New or rehired employees shall serve a probationary period of one hundred twenty (120) calendar days. During this probation period, the Employer may discharge, suspend, or reduce any original probationary Employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement, or to any other form of review or appeal.

Section 2. Employees receiving promotions shall serve a promotional probationary period of sixty (60) calendar days. An employee, who fails this probationary period, shall be placed back in the position and pay rate from which he/she was promoted from. A bargaining unit member who fails probation in a promoted position shall have the right to meet with the Director, or his designee, to discuss the reason of the failure. A promoted bargaining unit member from clerical or maintenance may voluntarily return to his/her former position during the first thirty (30) calendar days of the probationary period.

Section 3. A new or rehired employee promoted during the probationary period retains the original probationary status for the full one hundred twenty (120) calendar days, and must serve the balance of the time remaining, if any, in the sixty (60) calendar days promotional probationary period. These two probationary periods may run concurrently. After completion of the original one hundred twenty (120) calendar days probationary period, the employee attains the status of a promoted employee under Section 2, provided he/she has served the sixty (60) calendar day period for promotional probation.

Section 4. If an employee fails in a promotional position and returns to his/her former position, or if a bargaining unit member voluntarily returns to his/her former position within the first thirty (30) days of the probationary period, the bargaining unit member holding the position to which the probationary employee is returning may be removed from that position without recourse; and returned to his or her former position.

Section 5. The promotional probationary period of any employee shall be extended by any leave of absence during the probationary period and by any combination of sick leave and vacation leave greater than five (5) workdays taken during the probationary period.

Section 6. A newly hired probationary employee shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from their original date of hire.

ARTICLE 11 - NO DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally and without discrimination as to age, sex, disability, race, creed, national origin, or religion. The employees shall be equally responsible for compliance with this provision, and may be disciplined for discriminatory conduct.

Section 2. Whenever the male gender is used in this Agreement, it shall be construed to include male and female.

Section 3. Joining or not joining the Union and continuing or not continuing in membership shall be voluntary acts by an employee. The Employer shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

The Union or its membership shall not discriminate against an employee because of his or her decision to join or not to join the union.

The Employer further agrees not to discriminate against any employee because of that employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union.

ARTICLE 12 - PERFORMANCE EVALUATION

Section 1. Employees shall receive a written evaluation of their job performance annually. An employee shall be given her written evaluation in the sixty (60) day period prior to the employee's anniversary date. A copy of the performance evaluation form shall be given to the employee at the time of the employee signing the form. Employees must sign the evaluation form, but may attach comments by separate form if the employee disagrees with the evaluation.

Section 2. An employee objecting to his/her evaluation may request a meeting with the Executive Director or his designee to discuss his/her concerns. The employee may have union representation at this meeting.

Section 3. Performance evaluations shall not be used as a disciplinary tool, but shall be used as an assessment of the employee's performance. Nothing restricts the right of the Employer to submit an employee's evaluation as evidence in a disciplinary proceeding.

ARTICLE 13 – SENIORITY

Section 1. Seniority, for purposes of this Agreement, shall be the employee's length of service with the Butler Metropolitan Housing Authority. Employees shall accrue seniority while on unpaid leave of absence, and on layoff status for a period not to exceed two years.

Section 2. Newly hired employees shall have no seniority during probationary periods; however, upon completion of the probationary period, seniority shall be computed from their date of hire.

Section 3.

- (a) The Employer shall provide the Union with a copy of the seniority list within fourteen (14) days of the effective date of this Agreement and every January thereafter, showing the classification, classification date and date of hire of each employee in the bargaining unit. Any employee may protest his/her position on the list or his/her date for seniority within the thirty (30) day period following the date of posting.
- (b) Should there be a tie in seniority, then the time stamped application for employment shall prevail. If a tie still exists, a flip of a coin between the employees shall prevail to break such tie.

ARTICLE 14 - LAYOFF AND RECALL

Section 1. The Employer shall notify the Union and all affected bargaining unit employees at least thirty (30) calendar days in advance of its intent to layoff employees. Upon request of the Union, the Employer agrees to meet with the Union to discuss the intended layoffs and any possible solutions, before laying off employees. If no solution was found to avert the layoff, the following sequential order of reduction shall be implemented.

Section 2. Order of Layoff: All of the Employer's seasonal, casual, intermittent, temporary, part-time, and new hire probationary employees shall, in that order, be laid off before any permanent bargaining unit employee is laid off.

A layoff shall occur according to an employee's seniority with the Authority. The employee with the lesser seniority in the position subject to layoff shall be laid off before an employee with greater seniority. An employee who is laid off may displace an employee with less seniority if the employee is qualified to perform the work of the less senior employee.

Section 3. Recall Rights:

- (a) Employees laid off/displaced as a result of the reduction in the work force shall be recalled or returned to vacancies in the order in which the layoff occurred.
- (b) Vacancies shall not be filled from the outside until such time as laid off employees have exhausted their recall rights. Employees shall retain their recall rights for a period of two (2) years from the effective date of their layoff or displacement.

Section 4. Recall Notice: Written notice of recall shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within ten (10) calendar days after receipt of the recall notice or to return to work with the Employer within fourteen (14) calendar days after receipt of the recall notice shall constitute a forfeiture of that employee's right to recall. Employees shall be responsible for keeping the Employer notified of their current address. Refusal to respond will be deemed waiver of right to recall.

Section 5. Severance Pay: Employees displaced through a reduction in the work force shall be entitled to all wages and other pay provided by this Agreement which are due employees.

ARTICLE 15 - SICK LEAVE

Section 1. Employees shall accrue sick leave at the rate of 8 hours for each month the employee is in pay status. All unused sick leave shall be accumulated from year to year with a limit of 960 hours.

Section 2. Bargaining unit employees are eligible to use accrued sick leave one (1) month after their date of original appointment.

Section 3. An employee eligible for sick leave shall be granted such leave with full regular pay for absence due to:

- (a) Personal illness, including disability due to pregnancy;
- (b) Injury;
- (c) Exposure to contagious disease which could be communicated to other employees or residents;
- (d) Illness or injury in the employee's immediate family ("Immediate Family" is defined as: spouse, child, step-child, grandchild, parent, brother, sister, grandparent, or legal guardian).
- (e) Routine appointments with health care providers when such appointments cannot be scheduled during non-working time. In these instances use of sick leave should be requested in advance.
- (f) Death in employee's immediate family not covered by funeral leave.
- (g) Sick Leave is to be used only for the purposes set forth in this provision and may not be taken as vacation or other time off. Improper or unauthorized use of sick leave may result in disciplinary action.

Section 4.

- (a) All sick leave, paid or unpaid, must be reported on a Sick Leave form, and signed by the employee.
- (b) Sick leave in excess of three (3) consecutive work days requires a doctor's certification.
- (c) Sick leave must be reported by the employee or a member of his immediate family between the hours of 12:00am (midnight) up to ½ hour after the beginning of the employee's work shift; and shall be reported to a designated voicemail box only. Employees (or their immediate family member) shall leave their name, a phone number, the duration of the illness and probable date of return to work. They shall also include any work/appointments, etc, that needs to be handled during the absence. Phone messages left on other voicemails or verbally with any employee, etc. will not be accepted.

ARTICLE 15 – SICK LEAVE

- (d) Employees may elect to use vacation leave in place of sick leave.
- (e) Employees who use (0) zero hours of sick time in an anniversary date receive 10 hours of personal time.

Section 5. Sick Leave Conversion Upon Retirement or Resignation.

- (a) Upon retirement or resignation, an employee with ten (10) or more years' service with the Employer shall be paid in cash for seventy-five percent (75%) of all accrued but unused sick leave credit. Such payment shall be based on the wage rate of the employee at the time of retirement, or resignation.
- (b) In the event of employee's death, the payment shall be made to the employee's beneficiary.

Section 6. Absence Control/Use of Sick Leave. Unauthorized absence or misuse of sick leave may result in a request for disciplinary action up to and including termination.

Examples of Abuse Are:

1. Pattern abuse, i.e., sick leave is being frequently requested on a Monday, day before or after a weekend or holiday, morning hours to cover a tardiness problem or afternoon hours so the Employee can leave.

ARTICLE 16 - FUNERAL LEAVE

Section 1. A non-probationary employee shall be granted forty (40) consecutive hours bereavement leave with pay in the event of a death of employee's: spouse, parent, grandparent, grandchild, brother, sister, child, half brother, or half sister, stepparent, and legal ward.

Section 2. A non-probationary employee shall be granted twenty-four (24) hours bereavement leave with pay in the event of a death of employee's: mother-in-law, father-in-law, step grandparent, grandparent-in-law, step grandchild, stepbrother, stepsister, stepchild, aunt, uncle, brother-in-law, sister-in-law, niece and nephew.

Section 3. If additional time is needed it shall be deducted from annual leave, personal leave, or sick leave.

Section 4. An employee may be required to present proof of death, proof of relationship, and proof of attendance at the funeral or church service to be paid for funeral leave.

ARTICLE 17 - INJURY WITH PAY LEAVE (IWPL)

Section 1. Any regular bargaining unit employee who is injured or disabled while in the performance of his/her duties, shall be eligible for injury with pay leave for the period of time the employee is unable to perform his/her required duties, and provided the period of such injury leave shall not exceed forty-five (45) days from the date of the event causing the injury.

Section 2. Injury with pay leave is at the regular rate of the employee.

Section 3. The employee must first file for injury leave. The employee must provide medical documentation of injury or injury leave will not be approved. The Employer has the right to request a doctor's statement for proof of an injury, re-injury and/or follow-up medical treatment.

Section 4. If it is established that the injury is not appropriate for IWPL, the normal rules for use of sick leave and annual leave will apply. Eligible benefit time must be used. Accumulated benefit time shall not be used.

Section 5. An injury report shall be filed by the employee with the Employer within four (4) hours of knowledge of the injury, if possible. Said report shall include the statement of the employee as to the date and time, as well as information about the accident/injury.

ARTICLE 18 - LEAVE OF ABSENCE WITHOUT PAY-MEDICAL

Section 1. A NEW employee WHO HAS COMPLETED THEIR SIX MONTH PROBATION PERIOD may be granted an unpaid leave of absence because of illness or injury causing the employee to be unable to perform his duties. The Executive Director shall have the discretion to grant, extend or deny an unpaid leave.

Section 2. An employee must exhaust all other forms of "eligible" leave available to the employee before the employee is eligible to request unpaid leave. An employee who returns from an unpaid medical leave of absence may, after six (6) months, use up to five (5) days of "accumulated" vacation.

Section 3. Unpaid leave under this Article shall not exceed a continuous period of sixty (60) days. Employees shall not be entitled to accrue benefits during a period of unpaid leave.

Section 4. Nothing in this Article shall be deemed to limit or restrict an employee's rights under the Family Medical Leave Act or the Americans with Disabilities Act.

Section 5. For purposes of Section 2, the parties recognize that "eligible" vacation means vacation that can be used by the employee and "accumulated" vacation means vacation that has been earned, but cannot be used.

Section 6. Health benefits while on a leave of absence without pay must be paid by the employee to continue service. Coverage will go into effect the first day of the month following the return to active employment, providing the Employee did not continue their coverage while on leave of absence.

Section 7. Failure to return to work at the expiration of a leave shall be considered as a voluntary resignation of employment. If an Employee desires to return to work prior to the termination date of the leave of absence, seven (7) days' prior written notice of such intention to return to work must be given to the Authority.

ARTICLE 19 - HEALTH/LIFE INSURANCE

Section 1. All bargaining unit employees as defined in this Agreement, and their eligible dependents, shall continue to receive the same or comparable insurance coverage, which is currently in effect, which includes, hospitalization, surgical, major medical and prescription riders to which they will share in cost. In addition vision and dental are available, at no premium cost to the employee.

Effective May 1, 2012, the Employer shall contribute to the cost of health insurance an amount equal to 90% of the premium cost of the lowest costing option available, which shall be designated the "Base Plan", to unit employees, and the member shall contribute 10% of the premium cost of the Base Plan. (The lowest costing option Base Plan as of May 1, 2012 is known as High Deductible Health Plan (HDHP) which includes a deductible of \$2500/\$5000.) A member selecting an option with a cost greater than the Base Plan shall pay the full amount of the cost of the option selected which exceeds 90% of the cost of the Base Plan.

The Employer will meet with two (2) Union representatives to discuss effects of insurance changes on bargaining unit members and will provide a detailed summary of benefits before any changes may occur.

Section 2. The health insurance benefits program shall be provided to the bargaining unit members.

Section 3. The Employer may change carriers after meeting with the Union and discussing the effects of such change on bargaining unit members, and if a change of carrier occurs, members shall be provided a copy of the new benefits summary.

Section 4. BMHA shall provide each bargaining unit member term life insurance in the amount of \$40,000.00 at no cost to the member.

Section 5. Either party may reopen negotiations regarding health insurance if: 1) any renewal is 7% or more than the prior year; or 2) governmental health insurance rules require a significant modification from the policy currently in effect.

ARTICLE 20 - MILITARY LEAVE

Section 1. Military Leave: 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 bargaining unit employees who are reservists of the Armed Forces or members of the National Guard engaged in training, active duty, or military aid to enforce the law, provided that in each case involved, official orders are provided for the Employer to substantiate same.

Section 2. Active Duty: Military leave of absence will be granted to employees inducted or otherwise entering active duty with the Armed Forces in accordance with applicable State and Federal Law. Employees returning from this leave shall have sixty (60) calendar days to request reinstatement to their former jobs.

ARTICLE 21 - JURY DUTY

Employees required to serve on a jury before a court empowered by law to require such service shall be excused from his/her work duties for the time required for such service and shall be paid their regular hourly rate. The employee must provide documentation. An employee excused from jury service for the day must return to work if more than one (1) hour remains in the employee's work day.

ARTICLE 22 - COURT SUBPOENA

Section 1. An employee subpoenaed to make a court appearance because of personal circumstances may use personal leave time or vacation time to cover their absence from their job. (If the employee has no personal time or vacation time, they will be on a leave without pay for the time they are away from their job).

Section 2. The Employer will continue in pay status employees who are called to testify in court, for proceedings involving the Employer or on behalf of the Employer.

Section 3. As a condition of said payment to employees, evidence of the subpoena must be provided to the Executive Director of Finance or designee.

Section 4. Employees shall report back to work when released as a witness unless their normal workday has ended.

ARTICLE 23 – VACATION

Section 1. Bargaining unit employees shall earn vacation leave each year as follows:

- (a) During the first through the fourth year, 6.7 hours each month;
- (b) After completion of four (4) years with the Employer, ten (10) hours each month;
- (c) After completion of eight (8) years with the Employer, twelve (12) hours each month;
- (d) After completion of twelve (12) years with the Employer, fourteen (14) hours each month.

Section 2. Vacation leave is in addition to any recognized holidays as set forth in the Holidays Article of this Agreement that may fall within an Employee's leave period. If a holiday falls within an Employee's vacation leave period, the holiday shall not be counted against vacation leave.

Section 3. An employee must be in a pay status for not less than twenty (20) work days in a month in order to earn vacation leave during that month.

Section 4. When two or more employees request leave and the Employer determines that not all the requests can be accommodated, scheduling shall be based on the employee's seniority. In order for seniority to govern the scheduling of vacation leave, however, an employee must submit his/her leave request for a particular time to their supervisor prior to January 1 of the year in which the employee requests the leave, otherwise leave request shall be considered in the order in which they are submitted (first come first serve). The supervisor shall give as much consideration as possible to requested leave time.

Section 5. The supervisor shall respond in writing to all leave requests within five (5) working days of the request. After leave requests have been approved, the Employer cannot later deny the approved leave time.

Section 6. Vacation leave may be accumulated from year to year up to a maximum of four hundred (400) hours.

Section 7. An employee shall be paid for any unused accumulated vacation leave at the time of separation.

Section 8. In the event of death in service, an employee's unused vacation leave balance shall be reduced to cash, subject to normal deductions and paid to the employee's designated beneficiary.

Section 9. An employee may convert to cash one time each year up to forty (40) vacation leave hours provided the employee retains a balance of not less than eighty (80) hours vacation leave after the conversion is made. An employee must request to convert vacation leave within the ten (10) day period following the employee's anniversary date. Payment for vacation leave shall be made not less than thirty (30) days after the request is received.

Section 10. Employees shall not be able to use vacation leave during their first year of employment

ARTICLE 24 - HOLIDAYS

Section 1. Bargaining unit employees shall be entitled to the following holidays off with pay:

New Year's Day	
Martin Luther King Day	(3rd Monday in January)
Good Friday	(Friday after Easter Day)
Memorial Day	(Last Monday in May)
Fourth of July	(Independence Day)
Labor Day	(1st Monday in September)
Veterans Day	(November 11 th)
Thanksgiving Day	(4th Thursday in November)
Friday after Thanksgiving Day	
Christmas Eve	
Christmas Day	

Section 2. An employee shall be entitled to twenty-four (24) personal leave hours which is earned yearly on their anniversary date in addition to the above listed holidays. Supervisor approval or denial of use of personal leave shall be based on workload requirement.

Section 3. In the event a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. In the event a holiday falls on a Sunday, the holiday shall be observed on the following Monday. A Friday and Saturday holiday shall be celebrated on a Thursday.

Section 4. In order for an employee to be entitled to holiday pay, the employee must be in active pay status the day before and the day after the holiday, or holidays (active pay status shall include the following: sick leave, supported by a doctor's statement, paid vacation leave, injury leave, funeral leave, personal leave with pay and compensatory time leave). An employee shall not be entitled to holiday pay for a holiday which occurs during a week in which the employee receives no pay for the week.

Section 5. Employees working on the holiday or on an observed holiday, if the holiday falls on a weekend, will be compensated at two and one-half of their regular rate of pay for all hours worked, in addition to their regular holiday pay.

ARTICLE 25 – SEPARATELY FUNDED POSITIONS

Other Funded Employee Positions may be utilized, as funding allows, and shall not interfere with the employment of, or reduce, the need for regular full-time employees as programs become available.

The Employer shall notify the Union at least thirty (30) days in advance before implementing separately funded positions.

ARTICLE 26 - JOB POSTINGS

Section 1. When the Employer determines that a vacancy will be filled, a notice of the vacancy or new position will be posted on a bulletin board at each work location.

Section 2. The notice shall be dated and include the date that the posting period closes; it shall also include the classification, job description, the location of the job, the immediate supervisor, the rate of pay, whether the job is permanent or temporary, the minimum qualifications, and the name of the person to whom application for the position shall be made.

Section 3. The notice shall be posted for ten (10) calendar days. The employee most qualified for the position according to experience, skill and ability shall be chosen for the position. If more than one employee has equal experience, skill and ability to do the work, then seniority shall be the deciding factor. The determination of whether an employee is the most qualified shall be solely within the discretion of the Employer. Management shall not abuse its discretion. The Union may grieve the Employer's decision in filling a position and the burden shall be on the Union to show that the Employer's decision was for arbitrary and capricious reasons.

Section 4. An employee who has applied for a vacant position and is passed over may request an explanation from the person making the selection. A request for an explanation must be in writing. The person making the selection shall respond in writing.

ARTICLE 27 - HOURS OF WORK AND OVERTIME

Section 1. The regular work week for bargaining unit employees shall consist of forty (40) hours per week, Monday through Friday. The Employer shall have the right to install a time clock, or a similar time measurement device, to record hours of work, break time and lunch time.

Section 2. Except as provided in Section 3, all hours of work in excess of forty (40) straight-time hours in one week shall be paid for at time and one-half the regular rate of pay. Work status for overtime purposes shall include: vacation leave, funeral leave, holiday, personal leave with pay, injury leave and compensatory time leave.

Section 3. An employee may elect to receive compensatory time at the rate of one and one-half hours of compensatory time for each hour of overtime worked, but shall not be able to earn more than eighty (80) hours of compensatory time. All compensatory time credited to an employee shall be paid out to the Employee by the Employer at the end of each calendar year, and the Employee's compensatory time balance shall be reduced to zero.

Section 4. An employee may use compensatory time provided the employee requests approval of the use of compensatory time in writing at least three days in advance. Allowing an Employee to use compensatory time is at the discretion of the Employer in accordance with the Fair Labor Standards Act.

ARTICLE 28 – WAGES

All bargaining unit employees shall receive a 2.0% lump sum first pay in August, 2012.

All bargaining unit employees shall receive a 2.5% lump sum the first full pay in June, 2013.

All bargaining unit employees shall receive a 2.5% increase effective June 1, 2014.

ADMINISTRATIVE UNION WAGES

Effective 6/1/2014 w/2.5% Increase

To Be Effective 6/1/2012

JOB TITLE	PAY GRADE	ENTRY LEVEL		6 MONTH EMPLOYEE		1 YEAR EMPLOYEE		2 YEAR EMPLOYEE		3 YEAR EMPLOYEE	
		HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE
Accts Payables Coordinator	10	18.27	37996.61	18.54	38573.33	19.10	39726.76	19.68	40924.55	20.26	42144.52
AMP Coordinator	11	19.10	39726.76	19.39	40325.65	19.96	41523.45	20.56	42765.60	21.18	44052.12
AMP Coordinator	11	19.10	39726.76	19.39	40325.65	19.96	41523.45	20.56	42765.60	21.18	44052.12
AMP Coordinator	11	19.10	39726.76	19.39	40325.65	19.96	41523.45	20.56	42765.60	21.18	44052.12
AMP Coordinator	11	19.10	39726.76	19.39	40325.65	19.96	41523.45	20.56	42765.60	21.18	44052.12
Applications Coordinator	8	16.67	34669.42	16.91	35179.59	17.43	36244.29	17.95	37331.18	18.49	38469.38
Asset Coordinator	10	18.27	37996.61	18.54	38573.33	19.10	39726.76	19.68	40924.55	20.26	42144.52
Clerical Aide	6	14.29	29722.98	14.50	30166.61	14.94	31076.04	15.39	32007.66	15.85	32961.45
Housing Choice Coordinator	11	19.10	39726.76	19.39	40325.65	19.96	41523.45	20.56	42765.60	21.18	44052.12
Housing Choice Coordinator	11	19.10	39726.76	19.39	40325.65	19.96	41523.45	20.56	42765.60	21.18	44052.12
Housing Choice Coordinator	11	19.10	39726.76	19.39	40325.65	19.96	41523.45	20.56	42765.60	21.18	44052.12
Housing Choice Coordinator	11	19.10	39726.76	19.39	40325.65	19.96	41523.45	20.56	42765.60	21.18	44052.12
Housing Choice Inspector	9	17.48	36355.20	17.75	36909.73	18.27	37996.61	18.81	39127.86	19.38	40317.83
Inspection Coordinator	10	18.27	37996.61	18.54	38573.33	19.10	39726.76	19.68	40924.55	20.26	42144.52
Intake Specialist	8	16.67	34669.42	16.91	35179.59	17.43	36244.29	17.95	37331.18	18.49	38469.38
Procurement Budget Asst	10	18.27	37996.61	18.54	38573.33	19.10	39726.76	19.68	40924.55	20.26	42144.52
Receptionist	6	14.29	29722.98	14.50	30166.61	14.94	31076.04	15.39	32007.66	15.85	32961.45
Tenant Accounting Coord	10	18.27	37996.61	18.54	38573.33	19.10	39726.76	19.68	40924.55	20.26	42144.52
UPCS Inspector	10	18.27	37996.61	18.54	38573.33	19.10	39726.76	19.68	40924.55	20.26	42144.52
UPCS Inspector	10	18.27	37996.61	18.54	38573.33	19.10	39726.76	19.68	40924.55	20.26	42144.52

ARTICLE 29 - PLACEMENT, TRANSFERS AND PROMOTIONS

Section 1. Salary Placement and Advancement.

- (a) A newly hired employee may be placed at any step below step 4. All newly hired employees shall serve a probationary period and shall advance to the next higher step after successful completion of the probationary period.
- (b) All steps above step one are merit steps. An employee will be eligible for a merit step after completion of an additional year of service. An employee will normally be advanced to the next merit step at the beginning of the first full pay period after the employee's anniversary date.
- (c) A merit step increase may be denied for performance related reasons which shall be set forth in the employee's annual evaluation. An employee denied a merit step increase shall be eligible for reconsideration for the merit increase after six months. An employee shall not be denied a merit increase more than twice at any salary step. An employee may grieve a twice denied merit step increase.
- (d) The Employer may, because of meritorious performance, advance an employee to a step higher than the normal progression would call for.

Section 2. Transfers: A transfer is a lateral move from one position to another position within the same pay grade. A transferred employee shall remain on the same pay step.

Section 3. Promotions: An employee who is promoted to a higher paying classification shall be placed in the pay step of the position to which the employee is promoted which grants to the employee a pay increase of five percent (5%) or more. Promoted employees will be placed at the highest level of pay for the position to which they are promoted if no step provides a 5% increase. Under this provision a promoted employee may be placed on the entry level step.

ARTICLE 30 – TEMPORARY REASSIGNMENT

Section 1. Bargaining unit employees may be assigned to perform temporarily assigned duties:

- (a) To fill a vacancy caused by an employee being on sick leave or other approved leave of absence;
- (b) To provide vacation relief scheduling;
- (c) To fill an opening temporarily pending permanent filling, but, such temporary assignment shall not exceed ninety (90) working days;
- (d) When an employee is temporarily incapacitated;
- (e) When an employee specifically requests a temporary assignment.

Section 2. When an employee is temporarily reassigned to substitute in a job classification with a rate of pay lower than his own, he shall receive his regular rate of pay.

Section 3. After an employee is temporarily reassigned to a position with a higher rate of pay, after five (5) or more consecutive working days, he/she shall receive the rate of pay of that reassigned position which grants to the Employee a pay increase of five percent (5%) or more.

ARTICLE 31 - CLASSIFICATIONS/JOB DESCRIPTIONS

Section 1. The Employer shall provide to the Union a copy of all current job descriptions.

Section 2. In the event the Employer creates a new classification, the Employer shall meet and bargain with the Union with regard to the rate of pay for such classification. In the event the parties cannot agree on the rate of pay for the new classification, either party may submit the matter to advisory arbitration.

ARTICLE 32 – LABOR/MANAGEMENT MEETINGS

Section 1. At a minimum, there shall be a bimonthly Labor-Management meeting scheduled to discuss problems of concern of the parties in the Labor-Management area. Should there be no agenda presented, the meeting in question will be suspended.

Section 2. The Labor-Management Committee is to consist of no more than three (3) designated committee members, and the Staff Representative from the Union, and no more than three (3) representatives, and the Executive Director or his designee from the Employer.

Section 3. The Labor-Management meeting shall be set by the parties at a mutually agreeable time and place as follows:

- (a) Either party may submit a proposed agenda in writing to the other party at least ten (10) working days prior to the scheduled meeting.
- (b) Agenda items may include but shall not be limited to:
 - 1. Application of the collective bargaining agreement;
 - 2. Productivity and performance of the bargaining unit as a whole;
 - 3. Improving the labor-management relationship;
 - 4. Safety.
- (c) The Labor-Management Committee shall not discuss individual employees. Grievances shall not be discussed at labor-management meetings unless agreeable to both parties.

ARTICLE JJ - TRAVEL RELATED EXPENSE REIMBURSEMENT

Section 1. Employees shall be reimbursed for travel related expenses incurred while on official Employer business. Employees are eligible for expense reimbursement only when the travel or expenditure has been authorized by the Employer. Travel related business shall be approved in writing by the Employer before the employee encounters any cost. Claims for reimbursement shall be submitted in writing on a form developed by the Employer for approval of the expenses.

Section 2. Employees shall be reimbursed for official business travel at the current IRS rate. Mileage shall be claimed from the employee's work location or home, if leaving from home for the trip.

Section 3. Charges incurred for parking at the destination and highway tolls, if any, are reimbursable at the actual amount. Receipts of parking costs and highway tolls are required when charges are in excess of five dollars (\$5.00).

Section 4. Expenses for overnight lodging and travel while on authorized business shall be arranged and, when possible, paid in advance by the Employer.

Section 5. Employees shall be reimbursed for reasonable expenses for meals while traveling or at a business workshop, training seminar or other working conferences. Such receipt(s) must identify costs/charges or similar documentation.

ARTICLE 34 - PERSONAL DEVELOPMENT/TUITION REIMBURSEMENT

Section 1. Professional Development. Opportunity and encouragement is offered the staff for further development of their skills. Determination of attendance at conferences and seminars shall be made by the Executive Director. This determination shall be done on an annual basis, subject to availability of funds and Authority benefit.

Attendance of courses at college level, either with or without credit, for the purpose of expanding the employee's skills, understanding and/or usefulness to the Authority may be provided through the provision of time, funds, or leave. Each case shall be considered separately subject to the availability of funds.

Section 2. Courses and Refunds

- (a) The employee must select courses offered at schools approved by the Authority.
- (b) The employee must have at least six (6) months of full-time service at the Authority, with an acceptable or better rating on the performance review.
- (c) All courses must be approved and job-related and must be taken on the employee's own time.
- (d) In special circumstances, the Authority may elect to make advance payment(s) for courses. These circumstances may be to encourage the employee(s) within a department(s) to upgrade their personal skills to facilitate new Authority programs.
- (e) The employee must formally apply for the advance payment or tuition reimbursement and have the application approved by the supervisor and the Executive Director before the course begins.
- (f) The employee will be reimbursed for the amount of tuition, registration fees and required course books only by approval of the Executive Director. This policy does not cover the expenses of lab fees, student activity card, and other incidentals.
- (g) A refund will be approved for the employee upon the successful completion. A grade of "C" or better or a certificate of completion will be acceptable.
- (h) The Authority will be entitled to reimbursement if the employee voluntarily leaves their employment within one (1) year of the completed course.

ARTICLE 35 – NOTIFICATION OF NEW HIRES

The Employer shall furnish the Union a notification of new hires into the bargaining unit, including those listed in Article 14, Section 3 within ten (10) days of the hire date. Such notification shall contain the name, classification, hire date, rate of pay and location. (The Employer shall also furnish the Union notification of termination of an employee within ten (10) days of such termination. Termination shall be interpreted as voluntary and/or involuntary termination of employment. Such notice shall contain the name, classification, and date of termination). The Employer shall furnish the Union notification of all other new hires on the first of each month.

ARTICLE 36 - MISCELLANEOUS PROVISIONS

Section 1. **Unsafe Travel Conditions:** Employees shall receive time off with pay when a weather emergency is declared by the Federal, State or Local government not to exceed two days in a calendar year and any additional time declared by BMHA. An employee who is on sick leave or calls in sick prior to the declaration of an emergency, or who is scheduled for a vacation day or any other form of leave on the day of the emergency shall not receive additional time off or pay under this provision.

Section 2. The Employer agrees that it will provide a biweekly statement of an employee's comp time, sick time, eligible vacation and personal days.

Section 3. **Duties of a Personal Nature:** No employee shall be required to perform duties of a personal nature for any other Employee, Supervisor or Manager, and there shall be no retaliation against any Employee because of a refusal to perform such duties or carry out a personal favor, whether during working hours or thereafter.

ARTICLE 37 - INTEGRITY OF AGREEMENT

Section 1. The Authority and the Union agree that the terms and provisions contained in this written Agreement constitute the entire agreement between the parties and supersede all previous communications, understandings, or memoranda of understanding pertaining to any matters set forth in this Agreement or to any other matter.

Section 2. The Authority and the Union agree that during the negotiations which preceded this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement each voluntarily and unqualifiedly agrees that neither party is obligated to bargain with respect to any matter whatsoever, whether or not such matter is contained in this Agreement.

ARTICLE 38 - SAVINGS CLAUSE

It shall be the intent of the Employer and the Union that this Agreement comply with all applicable legal statutes. If any paragraph or part thereof is declared invalid by a court of law, the remainder of the Agreement shall remain intact and valid. In the event some portion of this Agreement is deemed invalid, the Employer and the Union shall meet within fifteen (15) calendar days for the purpose of negotiating a lawful alternative provision(s).

ARTICLE 39 – MODIFICATIONS

The parties agree that amendments and modifications of this Agreement may be made by mutual agreement of the parties to this Agreement only in writing and signed by both parties.

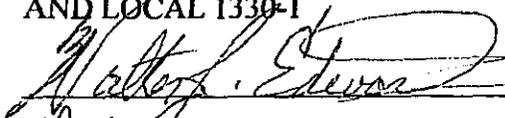
ARTICLE 40 - DURATION

Section 1. This Agreement shall become effective as of the date entered below and shall continue in effect June 30, 2012 until July 1, 2015.

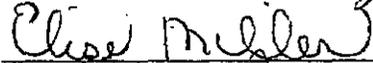
Section 2. Thereafter, the Agreement shall remain in full force and effect from year to year unless either party, in writing, shall notify the other at least ninety (90) days prior to the expiration of the term or any extended term of this Agreement, of any intention to make changes in the Agreement.

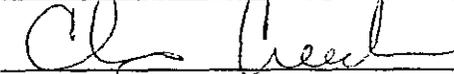
IN WITNESS WHEREOF, the Parties hereto execute this Agreement by their signatures below, this _____ day of _____, 2012.

FOR AFSCME, OHIO COUNCIL 8
AND LOCAL 1330-1

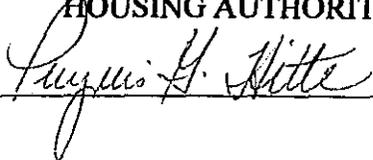


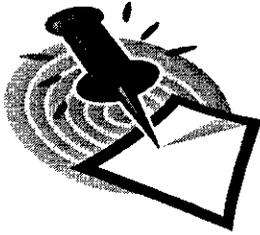






FOR BUTLER METROPOLITAN
HOUSING AUTHORITY





Research Transmittal

STATE EMPLOYMENT
RELATIONS BOARD

2012 OCT -4 P 12:12

To: SERB
From: Peter McLinden, Regional Director
Cincinnati Region
Date: October 2, 2012
Re: Butler Metropolitan Housing Authority (Clerical and
Technical) and Butler Metropolitan Housing Authority
Employees (Service and Maintenance)
AFSCME Locals 1330-1 & 1330-2

The item listed below is being submitted to the Research Department. Please acknowledge receipt by dating the receipt below and returning it to the sender in the Regional Office.

Contract

Thank you.

JoAnn Stevens



October 2, 2012
**Butler Metropolitan Housing Authority (Clerical and
Technical) and Butler Housing Authority Employees (Service
and Maintenance**
Locals 1330-1 & 1330-2

Contract,
**This receipt is being sent to JoAnn Stevens, Cincinnati
Region**