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AGREEMENT BETWEEN
STARK METROPOLITAN HOUSING AUTHORITY
AND
COMMUNICATIONS WORKERS OF AMERICA (CWA), AFL-CIO

APRIL 1, 2011 – MARCH 31, 2014

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THIS AGREEMENT has been entered into this 31st day of March 2011, by and between STARK METROPOLITAN HOUSING AUTHORITY of Stark County, Ohio, hereinafter referred to as "Employer", and COMMUNICATIONS WORKERS OF AMERICA (CWA), AFL-CIO, hereinafter referred to as "Union".

ARTICLE 1

Agreement

1.1 This Agreement shall be effective from the 1st day of April, 2011, and shall be in effect up to and including March 31,2014.

1.2 It is understood by all parties to the collective bargaining agreement that all articles and terms of this Agreement are subject to and conditioned upon written approval by the Department of Housing and Urban Development (HUD). Full and final implementation of this Agreement shall occur upon receipt of written approval by HUD and ratification by the membership of the Union.

1.3 Employer and Union represent that the ultimate intent and purpose of this Agreement is to promote cooperation and harmony in employment relations. Toward this end, the parties hereto agree to devote every effort to assure that Employer and Union officers and members will comply with the provisions of this Agreement.

(End of Article 1)

1 ARTICLE 2

2 Recognition

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5 2.1 Employer hereby recognizes Union as the sole and exclusive bargaining
6 representative for purposes of negotiating wages, hours, terms and conditions of
7 employment for all the employees in the bargaining unit, as provided for in Chapter 4117 of
8 the Ohio Revised Code.

9
10 2.2 Employer (its officers and representatives at all levels) is bound to
11 observe the provisions of this Agreement.

12
13 2.3 Union (its officers and representatives at all levels) and all employees
14 in the bargaining unit are bound to observe the provisions of this Agreement.

15
16 2.4 The bargaining unit, for purposes of this Agreement, shall include all
17 full-time, part-time and probationary employees of Employer with the following job titles:

18
19 Administrative Aide, Assistant Manager, Auto Mechanic, Custodian 2,
20 Energy Clerk, Leasing Clerk, Leasing Specialist, Maintenance Aide,
21 Maintenance Mechanic 1, Maintenance Mechanic 2, Maintenance Mechanic 3,
22 Management Clerk, Manager 1, Materials & Inventory Specialist, PHA
23 Inspector, Purchasing Clerk, Secretary/Receptionist, Section 8 Inspector,
24 Section 8 Inspector/Reviewer, Section 8 Review Clerk, Section 8 Reviewer,
25 Section 8 Occupancy Clerk, Recertification Specialist, and Workorder Clerk.

26
27 The following employees of Employer are not included in the bargaining unit:

28
29 All management-level employees, professional employees, confidential
30 employees, seasonal and casual employees, supervisors and guards as
31 defined in Chapter 4117 of the Ohio Revised Code including: Accounting
32 Clerk, Administrative Secretary, Administrative Supervisor, Computer
33 Accountant, Director of Administration, Director of Finance, Director of
34 Operations, Director of Section 8, Assistant Director of Section 8, Executive
35 Director, Junior Accountant, Maintenance Supervisor, Management &
36 Leasing Supervisor, Property Manager, Purchasing Agent, Resident Services
37 Supervisor, Young Adult Coordinator, Security Chief, Security Guard, and
38 Senior Accountant.

39
40 2.5 All positions occupied at the time of the execution of this Agreement
41 not specifically established herein as being included in the bargaining unit shall be
42 excluded from the bargaining unit.

43
44 2.6 Any employee who leaves the bargaining unit to take another position
45 with Employer shall lose all seniority rights in the bargaining unit if such employee does
46 not return to the bargaining unit within ninety (90) calendar days. If he returns to the
47 bargaining unit after ninety (90) calendar days, he will be considered as a newly-hired
48 employee for seniority purposes. If he returns to the bargaining unit within ninety (90)

1 calendar days or less after the date he left, such employee will retain the seniority he had
2 when he left the bargaining unit. It is agreed that seniority will continue to accumulate for
3 any employee who leaves the bargaining unit but continues to be employed by the
4 Employer in a position outside the bargaining unit for a period not to exceed ninety (90)
5 calendar days.

6
7 **2.7** Employer will advise Union of any proposed new job title and the job
8 description of said job title, and agrees to meet and confer with Union regarding inclusion
9 of any such new job title in the bargaining unit prior to implementation of such new job
10 title. If Union and Employer are unable to agree whether said job title shall be included in
11 the bargaining unit, the parties agree that a petition for clarification may then be filed by
12 either party with the State Employment Relations Board pursuant to its rules and
13 regulations solely to determine whether said job title shall be included in the bargaining
14 unit.

15
16 **2.8** In addition to the words and terms elsewhere defined in this
17 Agreement, the word "employee" as used in this Agreement shall have the following
18 meaning unless the context or use clearly indicates another or different meaning or intent:
19 "Employee" means any employee in the bargaining unit as defined in Section 2.4.

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(End of Article 2)

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ARTICLE 3

Non-Discrimination

3.1 It is the policy and practice of Employer and Union to provide equal employment opportunity to all persons, whether employees or applicants for employment, without regard to race, color, religion, sex, national origin, disability, age, or ancestry, as defined in applicable state and federal laws, including the Americans with Disabilities Act. This includes hiring, assigning, training, promotions, transfers, terminations, compensation, benefits and other conditions of employment.

3.2 Employer and Union recognize the right of all employees to be free to join or not join the Union and to participate in lawful concerted Union activities. Therefore, Employer and Union agree there shall be no discrimination, interference, restraint, coercion, or reprisal by either party against any employee because of Union membership or non-membership or because of any lawful activity in an official capacity on behalf of Union.

(End of Article 3)

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ARTICLE 4

Construction

Where necessary or appropriate in this Agreement, the singular and plural shall be interchangeable, words of any gender shall include all genders, and words in the present tense shall include the future.

(End of Article 4)

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ARTICLE 5

Union Representation

5.1 Employer will admit one (1) non-employee Union staff representative or officer of the Local Union to the premises of Employer. Union must request this visitation in writing, with a twenty-four (24) hour advance notice. The name of the staff representative or officer, and the purpose of the visitation must be included in the advance notice. The staff representative or officer shall in no way interfere with the regular business routine of Employer and shall not be permitted in working areas unless by prior agreement between the parties. Such staff representative or officer shall sign in, noting the time of arrival, and sign out, noting the time of departure, on a log provided by Employer.

5.2 The purpose of the visitation of the staff representative or officer shall be to fulfill the duties of said representative as outlined in this Agreement and to check on the general implementation of this Agreement.

5.3 Employees selected by Union to act as Union Representatives for the purpose of conducting Appropriate Union Representative Business as defined in Section 5.5 shall be known as Stewards. Each Steward may have an alternate Steward to act as Steward in the absence of the regular Steward.

5.4 Union shall notify Employer in writing of the names of the Stewards before being recognized by Employer.

5.5 Union shall designate not more than three (3) Stewards to conduct Appropriate Union Representative Business. Each Steward shall be allowed forty-two (42) hours paid time every quarter of the calendar year to conduct Appropriate Union Representative Business. A quarter of the calendar year, as used in this Agreement, is defined as three (3) consecutive calendar months, with the first quarter beginning January 1, the second quarter beginning April 1, the third quarter beginning July 1, and the fourth quarter beginning October 1, of every calendar year. For the purpose of this Article 5, Appropriate Union Representative Business is defined as:

- (a) The investigation of a member's grievance or potential grievance;
- (b) Representation of a member at any step of the grievance procedure;
- (c) Consultation with the non-employee Union staff representative or officer of the Local Union;
- (d) Representation of a member at a disciplinary conference;
- (e) Attendance at meetings between Stewards.

1
2 **5.6** In addition to the authorized Stewards and alternate Stewards, Union
3 shall designate a Chief Steward. The authorized function of the Chief Steward shall be to
4 replace or accompany a Steward or an alternate Steward in any of the functions outlined
5 as Appropriate Union Representative Business. The Chief Steward shall have fifty-four
6 (54) hours of paid time every quarter of the calendar year to conduct his duties as
7 outlined in this Section.
8

9 **5.7** Rules governing the activity of the Local Union Chief Steward, Steward,
10 and alternate Steward are as follows:
11

- 12 (a) The Chief Steward, Steward, or alternate Steward must
13 obtain, in advance, authorization from his supervisor or
14 department director before beginning Union business. Such
15 authorization shall be granted the same day or no later than
16 the following work day.
17
- 18 (b) The Chief Steward, Steward, or alternate Steward shall
19 identify the reason for the request at the time the request is
20 made.
21
- 22 (c) The Chief Steward, Steward, or alternate Steward shall not
23 conduct Union business in any department without notifying
24 the department director in charge of that department as to
25 the nature of the Union business. Meetings between
26 bargaining unit employees and the Chief Steward, Steward,
27 or alternate Steward shall be held, if possible, outside of the
28 work area in a conference room or office. If the nature of
29 the Union business requires that the work area be viewed by
30 the parties for safety reasons or other similar reasons, one
31 (1) of the two (2) people appointed by Employer to the Joint
32 Health and Safety Committee, as described in Section 17.2
33 of this Agreement, shall accompany the Union personnel
34 during inspection of the work area. If there is no Employer
35 member of the Joint Health and Safety Committee available,
36 another member of management shall replace the Joint
37 Health and Safety Committee representative.
38
- 39 (d) The Chief Steward, Steward, or alternate Steward shall cease
40 Union business immediately upon the reasonable order of
41 the department director of the department in which Union
42 business is being conducted, or upon the reasonable order of
43 the supervisor of the Chief Steward, Steward, or alternate
44 Steward.
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- 46 (e) Failure to comply with such reasonable order may result in
47 disciplinary action if it is proven that the Union Chief Steward,
48 Steward or alternate Steward is violating the provisions of this

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Section. Such incident shall be reviewed at the next Labor-Management meeting, as provided for in Article 11, prior to any discipline.

(f) In addition to the rules set forth in Section 5.7 (a) through (e), a Steward shall, if possible, complete the Union Representative time form described in Section 5.9 prior to the time the Steward leaves his usual work site for the Appropriate Union Representative Business defined in Section 5.5(c).

5.8 Any personnel changes in those persons acting as Stewards, Chief Steward, alternate Stewards, or Local Union officers shall be furnished to Employer's Executive Director before being recognized by Employer.

5.9 Upon returning to the job after conducting Union business, all Union representatives shall complete the Union Representative time form, unless said form is already completed pursuant to Section 5.7(f). Said forms shall be furnished by Employer, and shall be obtained from the employee's supervisor or department director.

(End of Article 5)

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ARTICLE 6

Payroll Deduction of Union Dues

6.1 Employer agrees to make payroll deductions of Union dues from Union members who are bargaining unit employees when authorized to do so by the employee on the designated form in an amount as certified to Employer by the Treasurer of the Local Union. Employer agrees to pay over to the Secretary-Treasurer of the Union the amount so deducted at the following address:

Secretary/Treasurer of the Communication Workers of America
501 3rd Street, NW
Washington, DC 20001-2797

6.2 Deductions provided for in this Article 6 shall be transmitted to Union no later than the tenth (10th) day following the first pay period of each month. Employer will furnish Union, together with its check for Union dues, an alphabetical check-off list of all employees whose dues have been deducted showing the amount deducted.

6.3 Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with the following terms: revocation must be in writing, signed and dated by the employee and directed to (i) Employer's Executive Director or Employer's Director of Administration and (ii) the Secretary-Treasurer of Union by certified mail or by hand delivery within the fifteen (15) day period immediately preceding the termination date of this Agreement.

6.4 Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

6.5 It is specifically agreed that Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article 6, and Union hereby agrees that it will indemnify and hold Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by Employer hereunder. Once the funds are remitted to Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of Union.

6.6 It is agreed that neither the employees nor Union shall have a claim against Employer for errors in the processing of deductions unless a claim of error is made to Employer in writing, within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only.

6.7 Effective sixty (60) days following the beginning of employment, employees in the Bargaining Unit who are not members of the Union shall pay to the

1 Union a Fair Share Fee. This does not require any employee to become a member of the
2 Union nor shall the Fair Share Fee Exceed dues paid by members of the Union who are in
3 the Bargaining Unit. The Union shall prescribe an internal rebate procedure which
4 conforms to federal law and to Ohio Revised Code 4117.09(C). The deduction of a Fair
5 Share Fee from the payroll checks of employees and its payment to the Union is automatic
6 and does not require the authorization of the employee. Payments by employees holding
7 religious conscientious objections shall be governed by Ohio Revised Code 4117.09(C).
8 No employee shall be required to become a member of the Union as a condition for
9 securing or retaining employment.

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6.8 The regular Union dues shall be established under the terms of the CWA Constitution and certified to the Employer by the Union. The payroll deduction of the regular Union dues or Fair Share Fees shall be made on the first two pay days in each month during which the employee is in active pay status.

(End of Article 6)

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ARTICLE 7

Union Rights

7.1 Employer agrees to furnish the Chief Steward once during each month, a list of personnel transactions which involve additions to or deletions from the bargaining unit. Employer will include in the list, if appropriate, the newly hired employees, employees completing their probationary period, and employees promoted or transferred into or out of the bargaining unit. This list shall show the names and effective date of the transaction.

7.2 Union will be permitted to use community rooms at the Elderly or Family sites to hold meetings of Union provided that (i) such meetings are not held during the regularly scheduled work hours of the participants on the day in question, (ii) the scheduling of such meetings shall be subject to the priority of the residents of the building, and (iii) Union must follow the same directives as have previously been given to employees regarding the use of such facilities.

7.3 During employee's probationary period, as defined in Article 20, a representative of Union shall, if the probationary employee consents, be permitted to meet with the probationary employee for a maximum of thirty (30) minutes during the probationary employee's regularly scheduled work hours in order to explain Union's history and purpose. Union representative will provide probationary employee with a copy of the "Agreement between SMHA and CWA" contract at this meeting. Employer will provide Union with extra copies of said contract at the time they are printed. This meeting shall not significantly interfere with the regular business routine of the Employer.

(End of Article 7)

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ARTICLE 9

Strikes and Lockouts

9.1 The Employer agrees that neither it, its officers, agents, representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lock-out of members of Union. Union agrees that during the term of this Agreement, or any extension thereof, it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action which will interrupt or interfere with the operation of Employer at any time. No employee shall cause or take part in any strike, work stoppage, slowdown or other action which will interrupt or interfere with the operation of Employer. In the event of a violation of this Section, Union agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams, or employee meetings, to bring about an immediate resumption of normal work.

9.2 For the purpose of this Agreement, a strike shall be defined as an intentional slowdown in performance of services, any intentional interruption of services or suspension of work, any work stoppage, labor holiday, continuous meeting or concerted mass sickness.

9.3 In the event of a strike the parties shall not discuss the grievance allegedly causing such strike or any other grievances until such strike is terminated.

9.4 Any employee who promotes, advocates, leads, encourages or participates in a strike during the term of this Agreement shall be subject to disciplinary layoff or discharge by Employer during the strike or after its conclusion. Any disciplinary layoff or discharge hereunder may be subject to review under the terms of Article 13 (Grievance Procedure).

(End of Article 9)

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ARTICLE 10

Seniority

10.1 Definition. Seniority shall be defined as an employee's uninterrupted length of continuous, full-time service with Employer compiled by time actually on Employer's payroll, including any approved leaves of absence, unless specified otherwise in this Agreement. Newly hired probationary employees who have completed their probationary period as set forth in Article 20 shall be entered on the seniority list, with seniority retroactive to the date of hire or re-hire.

10.2 Seniority List. Employer shall furnish to the President of Union a copy of the seniority list showing the seniority of each employee listed by job title within thirty (30) days of the effective date of this Agreement. Thereafter, Employer shall furnish a revised or updated seniority list to the President of Union and said seniority list shall be posted on Union bulletin boards on a quarterly basis four (4) times per year.

10.3 Seniority shall be lost and employment terminated and all rights resulting therefrom shall be lost when an employee:

- (a) Resigns or retires;
- (b) Is discharged for just cause;
- (c) Is laid off for a period of more than twenty-four (24) consecutive months;
- (d) Fails to report for work when recalled from layoff within five (5) working days after receipt of certified mail (to the employee's last known address as shown on Employer's records).

(End of Article 10)

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ARTICLE 11

Labor-Management Meetings

11.1 It is agreed by both Employer and Union that meetings shall be held as often as is mutually agreed to be necessary between the parties and their designated representatives according to the ground rules designating time of meetings.

11.2 Unless mutually agreed otherwise, quarterly, at a mutually agreed upon date and time, Employer's Executive Director or his designated representative and not more than two (2) other members of Management shall meet with not more than two (2) employee representatives and one non-employee representative of Union, in order to promote a more harmonious relationship between Union and Employer. Furthermore, it is agreed by both Employer and Union that meetings shall be held as often as is mutually agreed necessary.

11.3 Agendas will be exchanged by both parties no later than three (3) working days prior to the scheduled meeting date. The purpose of such meetings shall be limited to:

- (a) Discussion regarding the administration of this Agreement;
- (b) Discussion regarding grievances which have not yet reached the stage of arbitration shall be had when such discussions are mutually agreed to by the parties;
- (c) Notification of Union of work rule changes made or contemplated by Employer which affect bargaining unit employees;
- (d) Dissemination of general information of interest to both parties;
- (e) Give the parties the opportunity to share their views or make suggestions on subjects of interest to the parties, including alleged violations of the Agreement.
- (f) Discussion regarding Hospitalization and Insurance.

11.4 Labor-Management meetings are viewed by the parties as necessary to the furtherance of this Agreement and employees representing Union involved in these activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform these functions.

11.5 Within fifteen (15) working days after a Labor-Management meeting, unless an extension is mutually agreed to by both Union and Employer, both Union and Employer shall respond to all issues on the agenda at said Labor-Management meeting.

(End of Article 11)

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ARTICLE 12

Management Rights

12.1 This Agreement supersedes any policies or procedures whether oral, written or by practice and custom to the extent such policies or procedures are inconsistent with this Agreement. All of the rights, powers, functions or authority which Employer had prior to the signing of this Agreement, including those with respect to wages, hours, terms and other conditions of employment, are retained by Employer, except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement. These rights, powers, functions and authority shall be limited only by the specific and expressed terms of this Agreement.

12.2 Except as specifically limited by explicit provisions of this Agreement, Employer retains the exclusive right to manage the operations, control the premises, direct the working forces and maintain efficiency of operations. Specifically, Employer's exclusive management rights include, but are not limited to:

- (a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and program of Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations;
- (d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- (f) Determine the adequacy of the work force;
- (g) Determine the overall mission of Employer as a unit of government;
- (h) Effectively manage the work force;
- (i) Take actions to carry out the mission of Employer as a governmental unit.

(End of Article 12)

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ARTICLE 13

Grievance Procedure

13.1 Purpose and Definitions. The purpose of this Article 13 is (i) to provide opportunity for discussion of any grievance and (ii) to establish procedures for the processing and settlement of grievances as defined in this Section 13.1. All grievances shall be handled and disposed of solely in accordance with the procedures prescribed in this Agreement. "Grievance", as used in this Agreement, is limited to a complaint of an employee which involves the interpretation or application of, or compliance with, the provisions of this Agreement. "Day", as used in this Article 13, shall mean calendar day, but shall not include any Saturday, Sunday or holiday unless otherwise indicated herein.

13.2 Should any difference arise between Employer, Union or an employee regarding the interpretation or application of any provisions of this Agreement, it shall be settled in the manner set forth in Sections 13.3 through 13.7, inclusive.

13.3 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect to Employer's Executive Director, or by permitting the time requirements to lapse without further appeal. Each grievance shall be processed in the manner set forth in Sections 13.4 through 13.7, inclusive.

13.4 (a) Informal Discussion. Employees and department supervisors are encouraged by Union and Employer to first discuss and attempt to resolve any complaints or differences orally, outside the formal terms and provisions of the grievance procedure listed herein.

(b) Differences that cannot be so resolved may be considered a grievance and shall be processed in the following manner:

Step 1.

(a) The written grievance must be filed with the department director of the grievant or the Director of Administration within ten (10) working days after the occurrence of the alleged violation and shall include the grievant's name, job title, date the grievance was filed in writing, date and time of the incident giving rise to the grievance, a brief description of the incident, the articles and sections of this Agreement claimed to be violated, and the specific remedy sought. The grievant, Union representative(s) and Employer representatives(s) shall, within five (5) working days from the date the grievance was filed, meet and attempt to resolve the grievance.

(b) Employer shall mail its written answer by certified mail, return receipt requested, to both the grievant and Union

1 representative, within ten (10) working days following said
2 meeting, unless an extension is mutually agreed to, in writing,
3 by both Union and Employer. Any grievance not answered
4 by Employer within the stipulated time limits shall be
5 considered to have been answered as to the request of the
6 grievant. Grievances involving the discharge or suspension
7 of an employee may be brought initially to Step 1.

8 **Step 2.**

- 9
- 10 (a) If the grievance is not satisfactorily settled at Step 1, Union
11 may request, in writing, to meet, and attempt to resolve the
12 grievance, with either the Executive Director or the Executive
13 Director's designee within five (5) working days after
14 Employer provides its written answer in Step 1. The request
15 for the meeting must be delivered to and received by either
16 the Executive Director or the Director of Administration.
- 17
- 18 (b) If Union requests a meeting specifically with the Executive
19 Director pursuant to Step 2(a), the Executive Director shall
20 meet with Union and any witnesses which the parties
21 determine are necessary. The date and time of said meeting
22 shall be mutually agreed upon by the parties but such
23 meeting shall be held not later than thirty (30) working days
24 after Employer provides its written answer in Step 1.
- 25
- 26 (c) If Union requests a meeting with Executive Director's
27 designee pursuant to Step 2(a), the Executive Director's
28 designee shall, within five (5) working days after the
29 Executive Director or the Director of Administration receives
30 the written request for the meeting, meet with Union and any
31 witnesses the Executive Director's designee determines are
32 necessary.
- 33
- 34 (d) Employer shall mail its written answer by certified mail, return
35 receipt requested, to both the grievant and Union
36 representative, within ten (10) working days following the
37 meeting described in this Step 2, unless an extension is
38 mutually agreed to, in writing, by both Union and Employer.
39 Any grievance not answered by Employer within the
40 stipulated time limits shall be considered to have been
41 answered as to the request of the grievant.

42

43 **Step 3 - Arbitration.**

- 44
- 45 (a) If the grievance is not satisfactorily settled at Step 2, Union
46 shall request, in writing, that the grievance be submitted to
47 arbitration within five (5) working days after Employer
48 provides its written answer in Step 2. The request for

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arbitration must be delivered to and received by either the Executive Director or the Director of Administration. Union shall have the right to take the grievance to arbitration on its own initiative without the consent of the employee.

(b) The representative of Employer and the representative of Union shall within ten (10) working days following the request for arbitration jointly agree to invoke the expedited arbitration procedure of the American Arbitration Association (A.A.A.) by sending a joint request to the A.A.A.

(c) (i) If the parties do not mutually agree on the expedited arbitration procedure within ten (10) working days after the request for arbitration, then either party may request the names of seven (7) arbitrators from the A.A.A. Within ten (10) days after receipt of the list of arbitrators, the parties shall meet to select an arbitrator. The parties shall use the alternate strike-off method with Union being the first to strike a name from the list. The striking shall alternate until the remaining name is designated the arbitrator. (ii) All fees and expenses of the arbitration shall be borne equally by both parties.

(d) Any grievance not timely presented or processed as provided for in this Article 13 shall not be considered and shall not be arbitrable.

(e) Within ten (10) calendar days after an arbitrator has been selected, either by agreement of the parties or by appointment as heretofore provided, Union shall file a copy of the grievance with the arbitrator and Employer shall file with the arbitrator a copy of the last disposition of the grievance.

(f) Promptly after receipt of the statement from Employer, the arbitrator shall agree with the parties as to a mutually satisfactory hearing date. Any and all hearings shall be held within thirty (30) days after the date of the letter to the arbitrator from Employer incorporating a copy of Employer's last disposition of the grievance. If the arbitrator is unable to schedule and hold all such hearings within such thirty-day period because of the unwillingness of either party to proceed, the arbitration proceedings shall be dismissed as follows: (i) if Employer is unable or unwilling to proceed within such thirty-day period, the employee's grievance shall be allowed, (ii) if Union is unable to or unwilling to proceed within such thirty-day period, the employee's grievance shall be disposed of on the basis of Employer's disposition under the last preceding step of the grievance procedure, (iii) if the

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arbitrator is not available to proceed within such thirty-day period, upon notice to that effect or the expiration of such thirty-day period, the parties shall proceed to secure another arbitrator by mutual agreement. Upon failure to agree upon an arbitrator, the selection shall be made as provided in Step 3(c) above.

(g) At such hearing, each party shall be permitted to produce such witnesses as it desires for examination and each party shall have the right to cross-examine all witnesses produced by the opposite party. If desired by either party or by the arbitrator, a stenographic record shall be made of all testimony taken before the arbitrator. Immediately upon receipt of the stenographic record, the arbitrator shall notify each party of the date of its receipt by him. Each party shall be permitted to file a written brief within fourteen (14) days after the date on which the arbitrator notifies the parties of his receipt of a copy of the stenographic record, or within fourteen (14) days after the conclusion of the hearing if no stenographic record is taken. The time for filing such brief may be extended by the arbitrator for only one (1) additional period of no more than fourteen (14) days at the request of either party for good cause shown. A copy of each party's written brief that is to be served on the opposite party shall be delivered to the arbitrator who shall, upon receipt of both written briefs if so filed, deliver the written briefs to the opposite party.

(h) It shall be the duty and the function of the arbitrator within thirty (30) calendar days after receipt of the final briefs of the parties herein to make a decision in the case, which decision shall be final and binding upon the parties. However, in the event that the arbitrator shall fail to make a decision in the case within the period of time specified in this Step 3(h), he shall be deemed to have lost jurisdiction of, and be lacking in authority to make a decision in, the case. Employer shall notify the arbitrator that he has been relieved of his authority under this Agreement for failure to render a decision within the specified time. A copy of such letter to the arbitrator shall be sent to the representative of Union. Upon receipt of such letter by Union, the time limits and procedure as specified in Section 13.4, Step 3, shall become effective. It is agreed, however, that the powers and the jurisdiction of the arbitrator shall be limited as follows:

(i) He shall have no power to add to or subtract from or modify any terms of this Agreement.

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- (ii) He shall have no power to establish wage scales or change any wage rates.

- (iii) He shall have no power to substitute his discretion for Employer's discretion in cases where Employer is given discretion by this Agreement.

- (iv) He shall have no power to award back pay except in a case of a grievance involving a disciplinary discharge or a disciplinary layoff. Each claim for back wages shall be limited to the amount of wages that the employee should otherwise have earned in the employ of Employer, less any wages received from employment accepted in place of his former employment with Employer and less unemployment compensation received during the period of back pay. No back pay may be awarded to any employee if Employer was not operating for any cause at any time during the period covered by the back pay demand.

An employee entitled to receive back pay as a result of his grievance shall receive, for each day during the period covered by the disciplinary action, eight (8) hours at the employee's straight-time hourly rate in effect on the date on which the written grievance was filed by the employee.

13.5 Any grievance not appealed from the written disposition of Employer's representatives in Step 1(b) or Step 2(d) of the grievance procedure within the time and in the manner specified herein shall be considered as having been accepted by the employee and Union on the basis of the disposition last made and shall not be eligible for further appeal.

13.6 Any grievance involving the interpretation or application of this Agreement, which has been disposed of in Step 3, shall not be made the subject of another grievance by the same employee or employees.

13.7 If an employee quits while any grievance which he has filed, or in which he is interested, is pending hereunder, such grievance shall terminate as to such employee as of the date on which he quits except as to any claim that he may have as to back pay arising out of such grievance which he may have pending under Article 36 (Wages).

(End of Article 13)

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ARTICLE 14

Employees' Driving Privileges

14.1 Union recognizes that Employer has the right to promulgate and enforce rules, regulations, and procedures to carry out the functions of Employer.

14.2 It shall be the responsibility of each employee to maintain, at all times, a valid Ohio driver's or commercial driver's license without suspensions, restrictions or limitations of any kind.

14.3 Subject to Section 14.4, an employee shall have his hourly rate of pay reduced by seven percent (7%) during any period of time the driver's or commercial driver's license or driving privileges of the employee are suspended, restricted or limited pursuant to the following sections of the Ohio Revised Code:

4506.16	4501.50
4507.02	4509.66
4507.16	4511.191

and any other applicable relevant sections of the Ohio Revised code regarding licensing and/or driving.

14.4 An employee shall be discharged immediately if his driver's license or commercial driver's license or driving privileges in the State of Ohio are suspended (with no driving privileges of any kind) or revoked for a period of time substantially longer than 15 days.

14.5 Each employee when hired shall receive written notice of the contents of this Article 14 and shall sign a statement acknowledging receipt of such notice.

(End of Article 14)

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permission will be considered theft;

- (1g) Conducting political activity during working hours;
- (1h) Employees are prohibited from having personal relationships with residents which may cause embarrassment, complaints or disciplinary action;
- (1i) Employees are prohibited from having any conflict of interest, through direct or indirect interest in any company, project or property connected with Employer, including influencing a bid process or directing information to interested contractors that may influence contract awards or work being done;
- (1j) Discriminatory or derogatory remarks or acts made toward a racial, religious or ethnic group;
- (1k) Reporting for work while under the influence of intoxicants or illegal drugs, or using the same while on Employer premises; if an employee is called in to work after hours, he is not to report to work if he has been drinking; (See Article 37, Alcohol and Drug Policy.)
- (1l) Committing sexual harassment.

Violation of Group 1 work rules may result in the following disciplinary action:

First Offense - Suspension or termination.

Second Offense - Termination.

GROUP 2 - SERIOUS OFFENSES

- (2a) Repeated (three or more times) tardiness; Reporting to the job site or assignment unreasonably late or leaving work or job assignment early without authorization;
- (2b) Failure to report off work properly and promptly will be considered absence from work without authorization, unless a proper excuse for the absence is shown;
- (2c) Violation of health, sanitary or safety rules, including, but not limited to, the rules set forth on Exhibit "C", attached hereto and made a part hereof, and violation of OSHA regulations;
- (2d) Vandalism or theft of Employer vehicle or contents will be responsibility of employee if vehicle is not locked; Employees are charged with responsibility to lock vehicles at all times in addition to locking the office building and maintenance doors. Employees must

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not leave tools, supplies, materials and other SMHA property unsecured at work sites.

- (2e) Unauthorized use of Employer vehicle for personal errands other than stopping for lunch;
- (2f) Careless or negligent operation of vehicle or equipment which resulted in an accident;
- (2g) Participating in any act which may endanger safety of others, including fighting or threats of physical violence on Employer property;
- (2h) Restricting work production and persuading others to participate in a work slowdown during the term of this Agreement;
- (2i) Unauthorized entry on Employer property, including intentional trespass on resident's property (uninvited or no work order);
- (2j) Wrongful use of ID Card, Employer keys or wearing "SMHA" uniform during non-working hours when not engaged in work for Employer;
- (2k) Failure to immediately report injuries and accidents;
- (2l) Encouraging residents or the general public to become involved in Employer/employee relations or problems;
- (2m) Poor overall job performance which is documented and does not improve; however, this does not include tasks that an employee is not physically able to do or has not been trained to do.
- (2n) Not maintaining courteous, respectful and cooperative behavior when dealing with all persons including, supervisors, employees, residents or general public while on the job and in the employ of Employer;

Violation of Group 2 work rules may result in the following disciplinary action:

- First Offense - Written warning (removed from file after one (1) year).
- Second Offense - Three (3) day suspension (removed from file after three (3) years).
- Third Offense - Five (5) day suspension (removed from file after three (3) years).
- Fourth Offense - Termination.

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GROUP 3 - LESSER OFFENSES

- (3a) Failure to follow dress code or failure to wear approved clothing for type of work performed; maintenance employees must wear uniform;
- (3b) Failure to attend workshop, seminar or conference sessions paid by Employer when mutually arranged;
- (3c) Loafing, sleeping or abuse of time during assigned working hours, including quitting duties early, frequent or extended breaks, excessive personal conversations that interrupt work, conducting personal business during work hours; fund raising for charitable organizations must be approved.

Violation of Group 3 work rules may result in the following disciplinary action:

First Offense - Oral warning. An oral warning will be documented on a standard form (See Record of Oral Reprimand attached) and placed in the employee's personnel file. The Record of Oral Reprimand will be removed from the employee's personnel file one (1) year after the date on which the incident occurred that resulted in the oral warning and said Record of Oral Reprimand shall cease to have any force or effect on the employee.

Second Offense - Written warning (removed from file after one [1] year).

Third Offense - Three (3) day suspension (removed from file after three [3] years).

Fourth Offense - Five (5) day suspension (removed from file after three [3] years).

Fifth Offense - Termination.

15.2 Maintenance employees shall be initially entitled to four (4) uniforms. Thereafter, maintenance employees shall be entitled to four (4) uniforms per year which shall be distributed by Employer once per year. Maintenance employees shall also be entitled to one (1) jacket which shall be replaced when worn out, provided the employee delivers his old worn out jacket to Employer.

15.3 Maintenance employees must wear complete uniforms during working hours. Maintenance employees shall provide their own work shoes and shall not wear tennis shoes during working hours. Failure to wear complete uniforms will result in

1 disciplinary action.

2
3 15.4 All bargaining unit employees shall be issued identification cards and
4 shall wear them where they can be seen by residents and the general public. Failure to
5 wear identification cards will result in disciplinary action.

6
7 15.5 It is the intent of Employer that work rules shall be interpreted and
8 applied uniformly to all employees and are subject to the Grievance Procedure (Article 13).

9
10 15.6 If an employee is disciplined by Employer for violating a work rule, and
11 if said employee gives his written consent, then Employer shall provide Union with a copy
12 of a written statement containing the work rule violated, the type and amount of discipline
13 imposed by Employer, and the reason for the disciplinary action taken by Employer against
14 said employee. If the disciplined employee does not consent to Employer providing Union
15 with a copy of the written statement described in the preceding sentence, then said
16 employee shall sign a written statement relieving Union of any obligation to represent him
17 in the disciplinary action taken by Employer.

18
19 Semiannually, Employer shall prepare and deliver to Union a list of all work
20 rules violated by employees in the previous six (6) months. The list shall contain the work
21 rule violated, the type and amount of discipline imposed by Employer, but shall not contain
22 the name of the employee who violated the work rule.

23
24 15.7 All letters of warning or disciplinary action taken against an employee,
25 other than a suspension from work, shall be removed from the employee's personnel file
26 one (1) year after the date on which the incident occurred that resulted in the letter of
27 warning or disciplinary action being written, and said letter shall cease to have any force or
28 effect on the employee.

29
30 All letters of disciplinary action in which an employee is suspended from
31 work without pay shall be removed from the employee's personnel file three (3) years after
32 the date on which the incident occurred that resulted in the letter of disciplinary action
33 being written, and said letter shall cease to have any force or effect on the employee.

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36 (End of Article 15)
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ARTICLE 16

Absentee Policy

16.1 An "Incident of Absenteeism" is any scheduled work day that an employee is not at work with the following exceptions:

Holiday, vacation, jury duty, court leave if subpoenaed, funeral leave, Union leave, maternity or paternity leave, approved leave of absence pursuant to Section 23.6 herein of one (1) day or more, Workers' Compensation leave, absence of one (1) day or less due to a documented doctor's appointment, any number of consecutive days off documented by a physician, hospitalization, any days off covered under FMLA or for absence authorized under Section 23.1(c).

16.2 (a) After the sixth (6th) Incident of Absenteeism within a 12-month period, Employer may counsel the employee directly and document the session.

(b) After the seventh (7th) Incident of Absenteeism within a 12-month period, Employer may issue a verbal warning.

(c) After the eighth (8th) Incident of Absenteeism within a 12-month period, Employer may issue a written warning.

16.3 After the ninth (9th) Incident of Absenteeism within a 12-month period, Employer may issue a three (3) day suspension.

16.4 After the tenth (10th) Incident of Absenteeism within a 12-month period, Employer may issue a five (5) day suspension.

16.5 Any further Incidents of Absenteeism within a 12-month period may result in termination.

16.6 Mitigating circumstances which excuse or justify Incidents of Absenteeism may be considered by Employer when the pattern has progressed beyond the written warning stage and when the employee presents evidence of mitigating circumstances to the Director of Administration or other designee of the Executive Director before any disciplinary action is taken.

16.7 A calendar year will constitute each 12-month period.

16.8 A "Pattern of Abuse" shall constitute grounds for discipline apart from and in addition to the foregoing provisions of this Article 16. A Pattern of Abuse consists of, but is not limited to, absenteeism as evidenced by a frequency or pattern contiguous

1 with or related to holidays, weekends, paydays, vacation days or other discernible events,
2 or consistent or regular usage of sick leave.

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4 16.9 The employee shall have the right to Union representation during any
5 meeting regarding discipline of the employee.

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(End of Article 16)

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ARTICLE 18

Hours of Work and Overtime

18.1 Hours of Work. (a) The normal work week for all full-time employees within the bargaining unit shall be forty (40) hours, worked in five (5) consecutive eight (8) hour days, Monday through Friday of each calendar week, or four (4) consecutive ten (10) hour days between Monday and Friday of each calendar week worked in accordance with the provisions of Section 18.4 below. The weekly period begins Monday, 12:01 A.M. and ends the following Sunday, 12:00 midnight.

(b) The normal work shifts shall begin at 8:00 A.M. and end at 4:30 P.M. and from 4:30 P.M. to 12:30 A.M. During each normal work shift, the employees will continue to receive the same allotted time for meal periods as is being provided to them at the present time. Notification of changes in the present starting and quitting times shall be given to Union one (1) week in advance of any change. Emergency changes of a temporary nature shall be made by Employer.

(c) There will be two (2) ten (10) minute paid rest periods in each regular work shift. The rest period shall, to the extent practicable, be scheduled during the middle two (2) hours of each half shift. Rest periods will not normally be scheduled immediately before or after the meal period or at the start or end of a shift. All rest breaks will be taken in the immediate vicinity of the employee's work site. Employees shall be at their work stations performing their assigned tasks at the beginning and end of the ten (10) minute period. The same punctuality requirement shall apply to meal periods and the starting time for the employee's shift.

18.2 Overtime. (a) Overtime work shall only be performed and shall only be paid for when such overtime is authorized by Employer's Executive Director or designee. Part-time employees are eligible for overtime only if their hours exceed 40 hours in any give work week as defined in 18.1.

(b) Except as otherwise provided in Section 18.4 below, "Scheduled Overtime" means hours or fractions thereof which are worked by an employee in excess of employee's eight (8) hour day, which abut the employee's regular work shift immediately before or after the normal work shift; provided, however, that such employee must work the entire regular shift. Overtime may be scheduled on Saturdays, Sundays, or holidays.

(c) Holidays, vacations and compensatory time off (as described in Section 18.2[g] herein) shall be counted as hours worked for purposes of this Section, but all other leave shall not be counted.

(d) An employee who works Scheduled Overtime Monday through Saturday shall be paid at one and one-half times (1 1/2 x) the employee's regular straight time rate of pay for all Scheduled Overtime hours worked.

(e) An employee who works Scheduled Overtime on a Sunday shall be paid at two times (2 x) the employee's regular rate of pay for all Scheduled Overtime hours

1 worked on Sunday.

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3 (f) If an employee is required to work Scheduled Overtime on a holiday, the
4 employee shall be paid eight (8) hours at the employee's regular rate of pay for the
5 holiday and two times (2 x) the employee's regular rate of pay for all hours worked on
6 said holiday.

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8 (g) An employee shall, at the employee's option, be granted one and one-
9 half (1 1/2) hours of compensatory time off work, in lieu of being paid in cash, for each
10 hour worked pursuant to Section 18.2(c) through (e), inclusive. An employee shall, at the
11 employee's option, be granted two (2) hours of compensatory time off work, in lieu of
12 being paid in cash, for each hour worked pursuant to Section 18.2(f). An employee
13 entitled to compensatory time off as provided for in this Section 18.2(g) shall notify his
14 supervisor or department director, in writing, of his option to take compensatory time off in
15 lieu of being paid in cash, and said compensatory time off shall be taken by the employee
16 within thirty (30) days after the employee is entitled to receive it.

17

18 (i) An employee shall not be given compensatory time off for
19 overtime work in renovating vacant units, and in lieu of
20 compensatory time the employee shall be paid for such
21 overtime work.

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23 **18.3 Equal Distribution of Scheduled Overtime.**

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25 (a) When it becomes necessary for overtime work to be performed at a work
26 site, Employer shall request employees to work in the following order:

27

28 (i) The employees who are working at the work site where the
29 overtime is needed.

30

31 (ii) The employees in order of seniority who are not working at
32 the work site where the overtime is needed.

33

34 (b) Employer shall endeavor, insofar as may be reasonably practicable, to
35 make equal distribution of scheduled overtime among employees within the bargaining unit,
36 as set forth in Section 18.3(a). For the purpose of this Section 18.3(b), overtime refused
37 by an employee shall be counted as overtime worked by that employee.

38

39 **18.4** This Section is applicable only to those maintenance department
40 employees who are scheduled to work the second shift (i.e., afternoons) consisting of four
41 (4) consecutive ten (10) hour days. In the event that the provisions of this Section 18.4
42 conflict with any other provision of this Article 18, the provisions of Section 18.4 shall
43 prevail. The Employer shall schedule a second shift for maintenance department
44 employees, and the following rules shall apply to such employees:

45

46 (a) The normal work week shall be forty (40) hours in four (4) consecutive
47 ten (10) hour days worked between Monday and Friday of each calendar week.

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1 (b) "Scheduled Overtime" under this Section 18.4 means hours or fractions
2 thereof which are worked by an employee either in excess of forty (40) hours during a
3 weekly period or in excess of employee's ten (10) hour day, which abut the employee's
4 regular work shift immediately before or after the normal work shift; provided, however, that
5 such employee must work the entire regular shift. Overtime may be scheduled on
6 Saturdays, Sundays, or holidays.

7
8 (c) An employee who works Scheduled Overtime Monday through Saturday
9 shall be paid at one and one-half times (1 1/2 x) the employee's regular straight time rate
10 of pay for all Scheduled Overtime hours worked.

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12 (d) An employee who works Scheduled Overtime on a Sunday shall be paid
13 at two times (2 x) the employee's regular rate of pay for all Scheduled Overtime hours
14 worked on Sunday.

15
16 (e) If an employee is required to work Scheduled Overtime on a holiday, the
17 employee shall be paid ten (10) hours at the employee's regular rate of pay for the
18 holiday and two times (2 x) the employee's regular rate of pay for all hours worked on
19 said holiday.

20
21 (f) There will be two (2) fifteen (15) minute paid rest periods in each shift,
22 one prior to and one following the lunch hour. Such rest breaks will be governed in
23 general by the provisions of Section 18.1(c).

24
25 (g) The benefits of employees working pursuant to this Article 18.4 shall not
26 be changed in any way and such employees will receive the same benefits they would
27 have received if they were working five (5) consecutive eight (8) hour days.

28
29 (h) Each employee working the schedule set forth in Section 18.4(a) will be
30 given three (3) consecutive days off either Friday, Saturday and Sunday or Saturday,
31 Sunday and Monday.

32
33 (i) It is the intent of the parties that the provisions of this contract regarding
34 holidays, Scheduled Overtime, and related matters will be equitably applied so that the
35 employees whose schedules are governed by this Section 18.4 will be treated fairly. For
36 example, if a holiday falls on a Friday or Monday which is a scheduled day off for an
37 employee, such employee will be entitled to a day off on Thursday or Tuesday, as the
38 case may be, provided that such arrangement does not unreasonably interfere with the
39 efficiency of operations; otherwise, such employee will be entitled to a day off within the
40 same pay period to observe such holiday.

41
42 (j) The second shift described above shall begin no earlier than noon and
43 end no later than 3:00 A.M. of each day.

44
45 (k) Employees who volunteer will work the foregoing schedule. If there is
46 an insufficient number of volunteers, employees will be assigned by reverse seniority by
47 quadrant. In the event that there are more volunteers than are needed, the volunteers will
48 be selected according to seniority by quadrant with the positions being awarded to the

- 1 most senior employees assigned to each quadrant.
- 2 **(End of Article 18)**
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ARTICLE 19

Filling of Vacancies, Promotion and Transfer

19.1 For the purposes of this Section, a "permanent vacancy" is defined as occurring when Employer desires to fill a permanent opening within the bargaining unit which is created either, (i) through an existing employee permanently leaving the employment of Employer, or (ii) an employee permanently leaving his job title, or (iii) because Employer has increased the total number of permanent positions in the bargaining unit.

19.2 (a) No job in the bargaining unit may be filled before being posted as provided herein. Whenever a permanent vacancy occurs, such vacancy shall be posted for seven (7) working days if and when Employer, in its sole discretion, decides to fill the position. During said seven (7) working days, bids will be accepted by Employer. Employees are required to bid during the time of such posting or be considered to have waived their rights to such posted vacancy. In order to bid on a job, an employee must complete and submit to Employer a "Job Bid Request" form. An employee shall not be permitted to bid on a job on a day during which he is serving a disciplinary suspension without pay. Any person, including non-employees, may bid on the posted job.

(b) The posted vacancy shall contain the following:

- (i) The job title;
- (ii) The grade and salary of position;
- (iii) The location;
- (iv) The hours of work;
- (v) The job description;
- (vi) The minimum qualifications for the position;
- (vii) The person to contact if interested;
- (viii) The deadline for submitting application.

19.3 The term promotion, for purposes of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held. The promoted employee shall realize an increase in pay according to Exhibit 1-E Wage Schedule.

19.4 (a) Permanent vacancies may be filled by Employer to the fullest extent possible, consistent with efficient operations, by promotion of qualified employees. Where two (2) or more applicants have applied, and it has been determined by Employer that the applicants' qualifications are equal, seniority will prevail with the promotion being

1 awarded to the more senior applicant.

2

3 (b) Employer will evaluate all candidates who meet the criteria stated in the
4 job description and, in selecting among such candidates, may take into account work
5 record, demonstrated job performance, skills, attitude, knowledge and capacity. Employer
6 may utilize testing to aid in its determination and such testing, whether written or oral or a
7 combination thereof, may include:

8

9 (i) Demonstrations of skill, physical fitness, efficiency and
10 manual dexterity;

11

12 (ii) Evaluations of capacity, knowledge, experience, training and
13 mental or psychological fitness or adaptability.

14

15 (c) Provided that Employer acts in good faith and without personal
16 favoritism, nothing herein shall be construed to prohibit Employer from:

17

18 (i) Deciding not to fill any vacancies; provided, however, that
19 when Employer decides not to fill a vacancy after it has been
20 posted, Employer's Executive Director or Director of
21 Administration shall, upon request, explain the reason to the
22 Chief Steward;

23

24 (ii) Creating a new or different job title;

25

26 (iii) Select non-bargaining unit applicants for vacancies to meet
27 affirmative action requirements.

28

29 **19.5** All bids for job vacancies in the bargaining unit shall be considered
30 within ten (10) working days after the closing of the bidding period by Employer. Within
31 seven (7) working days following such ten (10) day period, the identity of the successful
32 bidder will be made known by posting on bulletin boards. When the successful bidder is
33 an employee who will be making a lateral transfer, the lateral transfer shall be completed
34 within ten (10) working days after the closing of the bidding period.

35

36 Unsuccessful bidders shall have access to the Grievance Procedure (Article
37 13). In addition, if a request is made by an unsuccessful bidder or the Union on behalf of
38 and with permission of such bidder, the Director of Administration or other designee of the
39 Executive Director will advise the unsuccessful bidder in writing why the job was awarded
40 to someone else. If an unsuccessful bidder is awarded the position through arbitration, the
41 arbitrator shall determine the remedy unless otherwise agreed by the parties. In
42 determining the remedy, the arbitrator shall specify which employees shall retrogress or be
43 laid off, as the case may be, in accordance with Layoff and Recall (Article 22) provisions.

44

45 Retrogression, as used in this Agreement, is defined as movement or
46 assignment on a permanent basis to a position in the same or lower grade.

46

47 **19.6** (a) A newly-promoted employee may be returned to his former position
48 and former rate of pay (i) if within the first ninety (90) days he fails to satisfactorily

1 perform the functions of the job, or (ii) if he is required to vacate his position because
2 another employee is entitled to such position through the right of retrogression. A newly-
3 promoted employee who is returned to his former position shall have access to the
4 Grievance Procedure (Article 13).

5
6 A newly-promoted employee who is returned to his former position shall
7 displace the employee in such former position with the least seniority in that department
8 and grade. The displaced employee shall be returned to the position from which he was
9 transferred, in turn displacing the employee with the least seniority in that department and
10 grade. This process of retrogression shall continue until the effect of the promotion is
11 reversed.

12
13 (b) An employee who exercises his bidding rights, is promoted to the
14 position but fails to satisfactorily perform the functions of the job within the first ninety (90)
15 days after the promotion and is returned to his original position and rate of pay shall be
16 ineligible to exercise his bidding rights for six (6) months after the return to his original
17 position.

18
19 19.7 Employer shall make temporary assignments in accordance with its
20 management rights as described in Article 12, and such temporary assignments shall be
21 made in writing.

22
23 19.8 Employer shall notify the Chief Steward of temporary assignments that
24 are to exceed thirty (30) days or more.

25
26 19.9 After being temporarily assigned to a higher grade, upon completion of
27 the first day, all hours thereafter worked in the higher grade, an employee shall be paid at
28 the rate of pay for the higher grade which results in the least amount of increase in pay
29 over the rate of pay for the employee's lower grade. An employee temporarily assigned to
30 a lower grade shall continue to receive the same rate of pay he received for his prior,
31 higher grade.

32
33 19.10 (a) Employer shall give first preference to those timely filed
34 applications of employees who are in the same grade as the vacant positions and are,
35 therefore, requesting a lateral transfer to the vacant position. Employer may grant a lateral
36 transfer to fill the opening, provided the employee has the skill and ability to perform the
37 job. Employer may also take into account the employee's attendance record in granting a
38 lateral transfer. In the event there are no lateral transfer requests made during the posting
39 period, such job shall be filled in accordance with the applicable sections of this Article 19.

40 Where two (2) or more employees have applied, in selecting among such employees,
41 Employer may take into account work record, demonstrated job performance, skills,
42 attitude, knowledge, capacity and seniority.

43
44 (b) The initial opening shall be filled by such lateral transfer. Thereafter, the
45 opening created by the lateral transfer must be posted for bid and may not be filled with
46 another lateral transfer request. An employee may make only one (1) lateral transfer
47 within a one (1) year period.

48 **(End of Article 19)**

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ARTICLE 21

Call In Pay

21.1 If an employee is called in to work because of an emergency outside the employee's regular shift and such time does not abut that shift, the employee shall be paid one and one half times (1 1/2 x) the employee's regular straight time rate of pay for emergency work occurring on Monday through Saturday, and such employee shall be deemed to have worked a minimum of one and one-half (1 1/2) hours. If an employee is called in to work because of an emergency on a Sunday or holiday, the employee shall be paid at two times (2 x) the employee's regular straight time rate of pay for actual time worked and shall be deemed to have worked a minimum of one and one-half (1 1/2) hours.

21.2 If an employee is called to report to work earlier than the normal starting time or requested to work beyond his regular shift, and such time abuts that shift, the employee shall be paid at one and one-half times (1 1/2 x) his regular straight time rate. The employee must work the entire shift to receive overtime pay. (See Section 18.2, Overtime.)

21.3 If an employee carries a beeper for Employer business purposes, the employee shall be paid sixty dollars (\$60.00) for each seven (7) consecutive days the employee carries the beeper.

(a) SMHA will establish a monthly schedule for carrying the overtime phone. The manager will first attempt to fill the schedule with the employees from the assigned area who are willing to carry the overtime phone. If there are no employees willing to carry the phone within the area, the Manager will contact the Operations Director to assign an employee from another area to carry the phone. An employee from another area who is willing to work at the scheduled time will be assigned. The assigned employee must have the skills and ability to complete the work in the assigned area. Such employees are required to follow the established procedure to ensure that the proper area is billed for the work completed. If there are no qualified employees from any area willing to work at the scheduled time, an employee will be assigned in inverse order of seniority on a rotational basis from the area needing the coverage to carry the phone.

(End of Article 21)

1
2 (c) If the employee is not in agreement with the decision of Employer
3 regarding the right to bump, such employee may file a grievance in accordance with the
4 Grievance Procedure set forth in Article 13.

5
6 **22.6** No person shall be hired into, or promoted to, a job title while an
7 employee in the same department and grade is on the recall list.

8
9 **22.7** Employees will be carried on a recall list for a period of two (2) years
10 following layoff. Employees will be recalled in the reverse order of layoff. Notice of recall
11 shall be first by telephone and confirmed the same day by certified mail, return receipt
12 requested, to the most current home address furnished by the employee to the Personnel
13 Department. It shall be the sole responsibility of the employee to give Employer a
14 telephone number and address where such notice is to be given. Employees will be given
15 forty-eight (48) hours from the time of notification by telephone or receipt of certified mail
16 to advise Employer of their intent to report for work and must report within five (5) working
17 days of such recall notification. If the employee fails to respond, he forfeits his recall
18 rights.

19
20 **22.8** Seniority and length of service credit for retirement benefits will
21 continue to accumulate during any layoff of thirty (30) days or less. Employees laid off
22 for more than thirty (30) days and subsequently recalled within two (2) years from the
23 date of layoff shall be credited with the years of service and seniority accumulated at the
24 time of layoff. No vacation days or days of paid absence will be earned during layoff.
25 When an employee returns to work following recall, however, the employee may use any
26 vacation days or days of paid absence accumulated at the time of layoff. If the employee
27 so requests, vacation pay equal to the number of days accumulated, minus the number of
28 days taken, will be paid at the time of layoff.

29
30 **22.9** On the first day of the first month after which an employee has been
31 laid off for more than thirty (30) days, Employer shall stop making payment for medical
32 and life insurance on behalf of such employee. It is the intention of the parties that the
33 benefits provided for the employees pursuant to Articles 32 (Hospitalization and Insurance)
34 and 33 (Life Insurance) shall cease on the first day of the first month following thirty (30)
35 days after the employee has been laid off.

36
37
38 (End of Article 22)

1 ARTICLE 23

2
3 Sick Leave and Leave Without Pay

4
5 23.1 All employees in the bargaining unit shall be entitled for each
6 completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours
7 with pay. Employees may use sick leave, upon approval of the employee's supervisor or
8 department director, for absence due to the following:

- 9
10 (a) Personal illness, pregnancy, injury, exposure to contagious
11 disease which could be communicated to other employees;
12
13 (b) Visits to doctors and dentists by the employee if the doctor or
14 dentist examines or renders treatment to the employee during
15 the visit;
16
17 (c) Employee attending to the serious illness or injury of a
18 member of employee's immediate family or to attend to a
19 member of employee's immediate family who is hospitalized;
20 for purposes of this Section 23.1, "immediate family" means
21 mother, father, brother, sister, son, daughter, legal spouse,
22 mother-in-law, father-in-law, foster child, grandchild and step-
23 child.
24
25 (d) Attendance at a funeral outside of the State of Ohio, as
26 provided for in Article 26 (Funeral Leave).
27

28 23.2 Unused sick leave shall be cumulative without limit.

29
30 23.3 When sick leave is used, it shall be deducted from the employee's
31 credit on the basis of one (1) hour for every one (1) hour of absence from previously
32 scheduled work. The employee shall furnish to Employer a satisfactory, written, signed
33 statement to justify the use of sick leave. If medical attention is required, or if the
34 employee uses sick leave for four (4) consecutive working days, a certificate from a
35 licensed physician shall be required to justify the use of sick leave. Falsification of either a
36 written, signed statement or a physician's certificate shall be grounds for disciplinary action
37 including dismissal.
38

39 23.4 Upon retirement from Employer, employees hired prior to April 1, 2008,
40 with a minimum of ten (10) years of service with Employer or employees who are
41 permanently and totally disabled at the time of retirement shall have the right to convert
42 accumulated sick leave into a cash bonus at the rate of one (1) day's pay for each two
43 (2) days of unused, accumulated sick leave. Employees hired on or after April 1, 2008,
44 shall be compensated at the rate of one (1) day's pay for each three (3) days of unused,
45 accumulated sick leave. Employees hired on or after April 1, 2011, shall be compensated
46 at a rate of one (1) days pay for each four (4) days of unused, accumulated sick leave
47 and unused, accumulated sick will be capped at 240 hours total payout. For purposes of
48 this Section 23.4, an employee is "permanently and totally disabled" if he is permanently

1 unable to engage in any sustained remunerative employment.

2
3 **23.5** Upon the death of an employee hired prior to April 1, 2008, his
4 unused accumulated sick leave shall be converted into cash, to be paid to his estate at the
5 rate of one (1) day's pay for each one and one-half (1 1/2) days of unused, accumulated
6 sick leave. Employees hired on or after April 1, 2008, shall be compensated at the rate of
7 one (1) day's pay for each two (2) days of unused, accumulated sick leave.

8
9 **23.6** After the expiration of sick leave as provided above and after the
10 expiration of vacation leave as provided in Article 30 (Vacations) below, an employee shall
11 be granted, upon written request, a leave of absence without pay on account of disability
12 caused by illness, injury or pregnancy, subject to the following conditions:

- 13
14 (a) He must be an employee of Employer for a minimum of one
15 (1) year and 1250 hours worked.
- 16
17 (b) He must provide, along with his written request for leave, a
18 doctor's certificate or other similar reliable evidence of (i) the
19 necessity for the leave and (ii) the estimated length of the
20 leave.
- 21
22 (c) A certificate from the employee's physician as to the
23 employee's fitness to perform his required duties shall be a
24 prerequisite to his return to work at the expiration of the
25 leave.
- 26
27 (d) The maximum duration of such leave, including leave to
28 which the employee is entitled under the Family and Medical
29 Leave Act of 1993, shall be for a period of 6 months.

30
31 **23.7** The phrase "public agency" as used in this Agreement shall mean any
32 county, municipality or township in the State of Ohio, any Ohio state college or university,
33 any local school district, and any public housing authority located in Ohio.

34 **23.8** The previously accumulated sick leave of an employee who has been
35 separated from the public service shall be placed to his credit upon his re-employment in
36 the public service, provided that such re-employment takes place within ten (10) years of
37 the date on which the employee was last terminated from public service. An employee
38 who transfers from one public agency to another shall be credited with the unused balance
39 of his accumulated sick leave up to the maximum of sick leave accumulation permitted in a
40 public agency to which the employee transfers.

41 **23.9** Sick leave and leave without pay shall be governed by the Family and
42 Medical Leave Act of 1993.

43 **(End of Article 23)**

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ARTICLE 24

Family and Medical Leave Act

24.1 Upon becoming pregnant, an employee shall notify Employer of such pregnancy and submit a statement from her physician containing information as to how long she may work, based upon the requirements of her job.

24.2 (a) A pregnant employee shall be entitled to leave as provided in Article 23 (Sick Leave and Leave Without Pay) when her physician states in writing she is no longer able to safely perform the tasks her job requires. The employee shall notify Employer in writing within thirty (30) days after delivery of her child of the employee's intent to return to work for Employer.

(b) If the employee's physician states she is able to return to work prior to 12 weeks after her first day of used leave, then, upon written notice to the Employer, the employee shall be entitled to a leave of absence without pay to care for her newborn child or children, subject to the following conditions:

- (i) She must be an employee of Employer for a minimum of one (1) year and 1250 hours.
- (ii) A certificate from the employee's physician as to the employee's fitness to perform her required duties shall be a prerequisite to her return to work at the expiration of the leave.
- (iii) The maximum duration of such leave the employee is entitled to under the Family and Medical Leave Act of 1993, shall be for a period of 12 weeks

(c) Reinstatement after maternity leave shall be governed by Article 23 (Sick Leave and Leave Without Pay), Article 10 (Seniority), Article 22 (Layoff and Recall) and Title VII of the Civil Rights Act of 1964 (42 USCS Sec. 2000e-2[a][2]).

24.3 All employees are entitled to leave for the birth of a child. Leave shall not exceed 12 weeks and shall be governed by the Family and Medical Leave Act of 1993. Leave surrounding the adoption and/or fostering of a child shall also fall under the guidelines of the Family and Medical Leave Act.

(End of Article 24)

ARTICLE 25

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(End of Article 25)

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ARTICLE 26

Funeral Leave

26.1 When death occurs to an employee's legal spouse, mother, father, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents in-law or grandchildren, step-relatives or any person who stands in the place of parents, an employee, upon request, will be excused and paid for up to a maximum of three (3) scheduled working days. Such employee shall receive eight (8) hours at the employee's straight-time hourly rate in effect on the date on which the funeral occurs. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime.

26.2 If an employee attends the funeral of any person specified in Section 26.1, and the funeral is outside of the State of Ohio, the employee may, at the employee's discretion, be granted an additional two (2) days funeral leave. The additional two (2) days shall be charged against the employee's sick leave.

(End of Article 26)

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ARTICLE 27

Jury Duty

27.1 An employee who is called for jury service or subpoenaed as a witness shall be excused from work for the hours in which he serves. "Service", as used herein, includes reporting for jury or witness duty when summoned, whether or not the employee is used. "Service" begins at the time the employee arrives at the courthouse and "service" ends at the time the employee is dismissed from the courthouse. Such employee shall receive, for each hour of service in which he otherwise would have worked, the employee's straight-time hourly rate in effect on the date he was first scheduled to serve.

27.2 The employee shall present proof to his Department Director, that the employee did serve or report as a juror or was subpoenaed and reported as a witness and the amount of pay, if any, received therefore. The proof shall also contain the time the employee arrived at the courthouse and the time the employee was dismissed from the courthouse. All payments for such service shall immediately be delivered to Employer's Finance Department.

(End of Article 27)

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ARTICLE 28

Military Leave

28.1 All employees who are members of the Ohio national guard, the Ohio defense corps, the Ohio naval militia, or members of other reserve components of armed forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year. Employer's Department Director shall send the payroll supervisor a copy of the authorization. An employee may use vacation for this purpose if the employee so chooses.

(End of Article 28)

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ARTICLE 29

Union Leave

29.1 One (1) member of Union shall be entitled to three (3) days per year leave without pay to attend the Union's State Conference and five (5) days per year leave without pay to attend the Union's National Convention.

29.2 Employer may grant one (1) additional member of Union three (3) days per year leave without pay to attend the Union's State Conference and five (5) days per year leave without pay to attend the Union's National Convention. Employer's decision in allowing said leave without pay shall be based upon Employer's current work load and upon the current needs of Employer.

(End of Article 29)

1 **ARTICLE 30**

2
3 **Vacations**

4
5 **30.1** Each full time bargaining unit employee of Employer shall have earned
6 and shall be due upon the completion of 90 days of employment vacation leave as defined
7 in Section 30.3.

8
9 **30.2** Employees who have less than six (6) months of service and who
10 terminate their employment prior to attaining six (6) months of service shall not be entitled
11 to any pro-rata vacation as provided herein.

12
13 **30.3** All regular full time employees shall be granted the following vacation
14 leave with full pay for each year based upon their length of Employer service as follows:

15
16 **Employees who But less than Are entitled to**
17 **have served**

18			
19	1 mo.	5 years	8 hrs/Mo. or 12 working days/Yr.
20	5 years	10 years	12 hrs/Mo. or 18 working days/Yr.
21	10 years	15 years	16 hrs/Mo. or 24 working days/Yr.
22	15 years	20 years	20 hrs/Mo. or 30 working days/Yr.
23	20 years	25 years	24 hrs/Mo. or 36 working days/Yr.
24	25 years	30 years	28 hrs/Mo. or 42 working days/Yr.
25	30 years	35 years	32 hrs/Mo. or 48 working days/Yr.
26	35 years	40 years	36 hrs/Mo. or 54 working days/Yr.
27	40 years	45 years	40 hrs/Mo. or 60 working days/Yr.
28			

29 **30.3a** All full time employees hired on or after April 1, 2011 shall be
30 granted the following vacation leave with full pay for each year based on their length of
31 Employer service as follows:

32

33	1 mo.	5 years	8 hrs/Mo. or 12 working days/Yr.
34	5 years	10 years	12 hrs/Mo. or 18 working days/Yr.
35	10 years	15 years	16 hrs/Mo. or 24 working days/Yr.
36	15 years	20 years	20 hrs/Mo. or 30 working days/Yr.
37	20 years	25 years	24 hrs/Mo. or 36 working days/Yr.
38			

39
40 **30.4 (a)** The administration of vacations shall be in accordance with the
41 rules and regulations established by Employer's Executive Director. Vacation time may be
42 utilized in one-hour increments, provided that the necessary forms and procedures are
43 followed.

44
45 (b) During the first quarter of each calendar year, employees will be given
46 an opportunity to indicate on a form provided by Employer their vacation leave preferences
47 to be approved or disapproved by the employee's supervisor or department director during
48 the first quarter, and promptly thereafter, a written vacation schedule will be prepared by

1 Employer with priority given to employees according to the seniority of the employees
2 within their respective departments to the extent consistent with operational requirements.
3 Once the vacation schedule is determined, it shall not be changed without the consent of
4 the involved employee(s), except in response to an operational emergency. Any employee
5 who fails to make his vacation application during the appropriate period will be given his
6 vacation leave without regard to seniority based upon when his application was made, at
7 the convenience of Employer.

8
9 **30.5** Employees with more than six (6) months of service shall be entitled
10 to a pro-rata vacation upon termination of employment and upon retirement as set forth
11 herein, at the rate of pay being received by the employee at the date of separation from
12 service.

13
14 **30.6** Vacation leave year shall be from January 1 through December 31.
15 Leave from regular employment at regular pay shall be computed on the basis of hours
16 per month of credited service.

17
18 **30.7** Vacation leave not taken by all regular full time employees may be
19 accumulated up to three (3) times the amount of that which is accrued in a current
20 calendar year. In no event shall an employee who has accumulated more than three (3)
21 times his allowable leave be paid for vacation leave not taken. Employees hired on or
22 after April 1, 2011 is as follows: Vacation leave not taken by all regular full time
23 employees may be accumulated up to one (1) times the amount of that which is accrued
24 in a current calendar year. In no event shall an employee who has accumulated more
25 than one (1) times his allowable leave be paid for vacation leave not taken.

26
27 **30.8** Upon separation from employment, any accumulated paid vacation time
28 allowable under Section 30.7 above shall be paid to the employee or his estate, whichever
29 is applicable.

30
31 **30.9 Emergency Vacation Time.** (a) An employee may use not more than
32 three (3) days annually of earned and accumulated vacation leave for emergency
33 purposes. An emergency situation is one over which the employee has no control or one
34 that requires immediate attention. Notice of such emergency or urgent personal business
35 shall be given as many days in advance as possible.

36
37 (b) The request for the use of vacation days for emergency leave shall be
38 filed on the regular Employer leave form, and shall be in either four (4) hour or eight (8)
39 hour increments. The approval or non-approval of the use of an emergency vacation day
40 will be initially made upon the basis of the needs of Employer and information provided
41 upon said form.

42
43 (c) If an employee falsifies information on the Employer leave form, the
44 employee shall not be paid for time not worked due to the falsified "emergency" and the
45 employee shall be subject to the disciplinary procedures of Employer as set forth in Article
46 15 (Work Rules). Any compensation actually received by the employee from Employer for
47 time not worked due to the falsified "emergency" shall be repaid to Employer by the
48 employee or an amount equal to said compensation shall be deducted from the employee

1 the pay period following discovery of the falsification.

2

3

(d) The following are examples of an emergency situation:

4

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(i) Death, other than immediate family;

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(ii) Fire, explosion or calamity at the residence of employee;

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(iii) Serious accidents in the immediate family.

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(End of Article 30)

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ARTICLE 31

Holidays

31.1 All regular full-time employees shall be entitled to paid holidays as follows:

- (a) The first day of January (known as New Year's Day);
- (b) The third Monday in January (known as Martin Luther King Jr.'s Birthday);
- (c) The third Monday in February (known as Presidents' Day);
- (d) Good Friday;
- (e) The fourth Monday in May (known as Memorial Day);
- (f) The fourth day of July (known as Independence Day);
- (g) The first Monday in September (known as Labor Day);
- (h) The second Monday in October (known as Columbus Day);
- (i) The eleventh day of November (known as Veterans' Day);
- (j) The fourth Thursday in November (known as Thanksgiving Day);
- (k) The day after Thanksgiving Day;
- (l) The 25th day of December (known as Christmas Day);
- (m) The employee's birthday, as set forth in Section 31.7.

31.2 To be entitled to holiday pay, the employee must work his last scheduled shift prior to the holiday and his first scheduled shift following the holiday. This, however, does not apply to any type of excused absence on the days immediately prior to or immediately subsequent to the holiday.

31.3 Holiday pay shall be computed on the basis of the employee's straight-time hourly rate in effect on the date on which the holiday occurs or is observed.

1 **31.4** When a holiday falls on Sunday, the following Monday shall be
2 observed as the holiday. If any of the above holidays fall on a Saturday, the preceding
3 Friday shall be observed as the holiday.

4
5 **31.5** If an employee is on sick leave and receiving sick leave pay, and a
6 holiday falls during said leave, the holiday shall not be charged against the employee's sick
7 leave.

8
9 **31.6** If a holiday falls during an employee's vacation period, the employee
10 shall be paid for the holiday as provided in this Article 31 but shall not, in addition, receive
11 vacation pay as provided in Article 30, and the holiday shall not be charged against the
12 employee's vacation leave.

13
14 **31.7** If an employee entitled to a paid holiday on his birthday desires to take
15 a day off work **in his birthday month** in lieu of having his birthday off work, the employee
16 shall be entitled to said day off work if the employee notifies Employer, in writing, on or
17 before the first day of the calendar month that precedes his birthday month.

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(End of Article 31)

ARTICLE 32

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3 **32.1 Hospitalization and Insurance:** SMHA shall provide employees with major medical
4 benefits which includes a prescription drug rider, as agreed upon and set forth in the Plan
5 Document effective May 1, 2011, including spouse and dependent coverage, vision and
6 dental insurance coverage.

7 Annually, the employer may, request bids from other insurance carriers to provide benefits
8 to employees. Such benefits shall be substantially equivalent to the current basic benefit
9 plan being provided to employees. Employees will continue to contribute \$15.00 per
10 month single and \$30.00 per month family toward healthcare premiums.

11 32.2 Employer portion of premiums for hospitalization and health care insurance during
12 illness shall be paid by Employer (i) while the employee is receiving sick leave benefits as
13 specified in Section 23.1 herein, and (ii) during the first six (6) months the employee is on
14 disability leave without pay as specified in Section 23.6 herein. Employee is responsible
15 for pay employee's portion of medical premiums while out on leave without pay as
16 specified in Section 23.6

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3 **ARTICLE 33**

4 **Life Insurance**

5 **33.1** Employer shall provide each full-time employee with a \$50,000 life
6 insurance policy. In addition, accidental death and dismemberment benefits up to \$50,000
7 are available to each full-time employee. In addition, employees will be permitted to
8 continue life insurance coverage at their own cost after retirement under the group
9 insurance plan of the Employer. Furthermore, employees will be permitted to purchase at
10 their own cost additional life insurance coverage above \$50,000.

11
12 **33.2** In the event of an employee's death from any cause, \$50,000 is
13 payable to his beneficiary in a single sum or in installments. An employee may change his
14 beneficiary or method of payment at any time by means of a written notice to Employer's
15 Finance Department.

16
17 **33.3** Accidental death and dismemberment benefits are payable if an
18 employee suffers an injury caused directly and exclusively by external, violent and purely
19 accidental means and as a result independently of all other causes of the injury the
20 employee suffers a loss of life, limb or sight. The accident must happen while the
21 employee is insured and the loss must occur within ninety (90) days after the date of the
22 accident. All benefits other than benefits for loss of life are payable to the employee.
23 Benefits for loss of life are payable to the employee's beneficiary.

24
25 **33.4** Employees should refer to the appropriate insurance booklet for
26 additional information on the policy and benefits.

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29 **(End of Article 33)**

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ARTICLE 35

Longevity Pay

35.1 A full time employee hired after January 31, 1985, shall receive, in addition to the employee's regular rate of pay, longevity pay annually in accordance with the following schedule:

<u>Anniversary Date (Years)</u>	<u>Amount</u>
3	\$ 135
4	180
5	225
6	270
7	315
8	360
9	405
10	450
11	495
12	540
13	585
14	630
15	675
16	720
17	765
18	810
19	855
20	900
21	945
22	990
23	1,035
24	1,080
25 and over	1,125

1
2 **35.2** A full time employee who was hired before January 31, 1985, and
3 whose third (3rd) anniversary date falls after January 31, 1985, will be paid longevity pay
4 in the amount of \$150.00 on the third (3rd) anniversary date. Thereafter, the longevity
5 pay of such employee will be increased by \$45.00 on each anniversary date until a
6 maximum of \$1,140.00 longevity pay is reached, at which time there will be no further
7 increases in longevity pay for such employee. A full time employee hired on or after April
8 1, 2011, shall receive, in addition to the employee's regular rate of pay, longevity pay
9 annually in accordance with the following schedule:

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3	67.50
4	90.00
5	112.50
6	135.00
7	157.50
8	180.00
9	202.50
10	225.00
11	247.50
12	270.00
13	292.50
14	315.00
15	337.50
16	360.00
17	382.50
18	405.00
19	427.50
20	450.00
21	472.50
22	495.00
23	517.50
24	540.00
25 and over	562.50

37 **35.3** A present full time employee whose third (3rd) anniversary date
38 occurred before January 31, 1985, shall be paid longevity pay in the amount equal to
39 \$50.00 multiplied times the number of anniversary dates which occurred before January
40 31, 1985. Such employee shall be paid longevity pay in the amount equal to \$45.00
41 multiplied times the number of anniversary dates which occur after January 31, 1985;
42 provided, however, longevity pay for such employee shall not be increased after the
43 twenty-fifth (25th) anniversary date of such employee.

1 **35.4** For purposes of this Article 35, the anniversary date of an employee
2 shall be the day and month on which the employee first performs an hour of service for
3 Employer, except that an employee whose anniversary date falls in either June or
4 December shall be deemed to have an anniversary date on the first (1st) pay day of such
5 month [e.g., an employee whose first (1st) hour of service is performed on June 30 shall
6 have an anniversary date on the first (1st) pay day in June of each year].

7
8 **35.5** Each employee shall acquire a vested interest in the employee's
9 longevity pay as provided in Section 35.1 on the employee's anniversary date. A person
10 who is no longer employed by Employer on the employee's anniversary date shall not be
11 paid longevity pay (i.e., there shall be no pro-rata accrual or vesting of longevity pay).

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(End of Article 35)

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ARTICLE 36

Wages

36.1 Wage Schedule. It is the intent of the parties that all employees shall receive a one-half percent (.50%) raise on April 1, 2011. a one-half percent (.50%) raise on April 1, 2012, and a a one-half percent (.50%) raise on April 1, 2013., Employees will be paid in accordance with the Wage Schedule set forth on Exhibit "E-1 attached hereto and made a part hereof.

36.2 Explanation of Wage Schedule. (a) Pursuant to the requirements of the Department of Housing and Urban Development, the Wage Schedule set forth in Section 36.1 is based on the comparable wages being paid to government employees in Stark County, Ohio.

(b) Commencing with the day and month on which an employee first performs an hour of service in a particular grade, the employee shall be paid the rate as indicated in the Wage Schedule set forth in Section 36.1.

36.3 The Employer will continue to pay the employees' share of the P.E.R.S. contribution which it has heretofore been paying in an amount equal to 8.5 percent of the gross wages of the employees in the bargaining unit in year one of the contract. In year two (2012), April 1, if the health and major medical insurance premiums increase over the May 1, 2011 premiums, the Employer will contribute as follows:

1. 7% increase – the employer will contribute 8.0% of employee share of OPERS contribution.
2. 10% increase – the employer will contribute 7.5% of employee share of OPERS contribution.
3. 13% increase – the employer will contribute 7.0% of employee share of OPERS contribution.

Year three (3): If health and major medical insurance premiums increase over the May 1, 2012 premiums, the employer will contribute as follows:

4. 7% increase – the employer will contribute .5% less than the employer's contribution to the employee's share of OPERS in year two (2).
5. 10% increase – the employer will contribute 1.0% less than the employer's contribution to the employee's share of OPERS in year two (2).
6. 13% increase – the employer will contribute 1.5% less than the employer's contribution to the employee's share of OPERS in year two (2).

36.4 For all employees hired on or After April 1, 2011, The Employer will not pay any portion of the employees' share of the P.E.R.S. contribution of the gross wages of the employees in the bargaining unit.

(End of Article 36)

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ARTICLE 37

Alcohol and Drug Policy

Employer is covered by the Drug-Free Workplace Act of 1988 (public law 100-690, 54 Fed. Reg. 4951). The parties hereto agree that this Article 37 entitled "Alcohol and Drug Policy" will be part of the Agreement Between Stark Metropolitan Housing Authority and Communications Workers of America (CWA), AFL-CIO. References to "you" refer to the employee or employees. References to "we" or "our" refer to the Employer.

37.1 Purpose and Goals. Employees are our most valuable resource and their health and safety is, therefore, a serious concern. Substance abuse hurts job performance through increased absenteeism, lower job efficiency and increased accident rates. Employer will not tolerate the use of drugs or alcohol which could imperil the health and well-being of its employees or its reputation. We are committed to maintaining a safe and healthy workplace, free from the influence of drugs and alcohol.

37.2 What is Prohibited? The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol is prohibited in the Employer workplace. In addition, reporting to a workplace under the influence of a controlled substance or alcohol is prohibited by this Policy and Employer work rules.

37.3 What Action Will be Taken if This Policy is Violated? (a) Violation of this Policy will result in immediate discipline ranging from a written reprimand to immediate dismissal depending upon the severity of the offense.

(b) Employer reserves the right to discharge employees who test positive pursuant to drug or alcohol screening conducted under this Policy. However, in instances of a first offense, the employee may, at the discretion of Employer, be referred to a counseling/treatment program.

(c) An employee seeking treatment must sign an acknowledgement concerning the terms and conditions of the treatment and terms and conditions under which he/she will return to work, including an agreement to be subject to periodic, unannounced testing not to exceed four (4) times for a period of twelve (12) months after returning to work. Employees must pay all expenses associated with evaluation, counseling and treatment, not covered by the employee's insurance plan through Employer.

(d) Employees who undergo counseling and treatment for substance abuse and who continue to work or upon return to work subsequent to the treatment, must meet all established standards of conduct and job performance.

1 (e) Employer may discipline up to and including terminating any employee
2 who tests positive for alcohol or drugs while undergoing Employer-required counseling or
3 treatment for alcohol or drug abuse or tests positive on a periodic, unannounced test for
4 alcohol or drugs during the twelve (12) month period following completion of the
5 rehabilitation program.

6
7 **37.4 Who is Covered by This Prohibition?**

8
9 All Employer employees (i.e., bargaining unit employees and non-bargaining
10 unit employees) are covered.

11
12 **37.5 What is Employer's Awareness Policy?** (a) It is Employer's policy that
13 the workplace should be free of alcohol and unlawful drugs. Accidents and injuries,
14 disability and workers' compensation claims, absenteeism, tardiness, increased medical
15 expenses, decreased productivity, lower quality of work, family problems and even
16 premature death can be caused by alcohol and illegal drugs.

17
18 (b) Because of Employer's concern for the safety of our employees, tenants
19 and property and our concerns about job performance, Employer will not allow the unlawful
20 manufacture, distribution, dispensing, possession or use of a controlled substance in the
21 Employer workplace. In addition, reporting to the workplace under the influence of a
22 controlled substance or alcohol is prohibited by the current Employer work rules. For the
23 purpose of this Policy, the workplace is defined as all Employer offices, properties owned
24 by Employer, properties housing clients (tenants and/or applicants) of Employer, Employer
25 vehicles, and any locations where the employee is acting in an official capacity for
26 Employer. As a condition of employment, all employees are required to abide by all work
27 rules, including those concerning alcohol and substance abuse.

28
29 **37.6 What Counseling, Rehabilitation or Employee Assistance Programs**
30 **are Available?** (a) Any employee who believes he or she may have a drug or alcohol
31 problem has several options available to correct the problem.

32
33 (b) To assist employees to understand and to avoid the perils of drug and
34 alcohol abuse, Employer has developed a substance abuse awareness and assistance
35 program. Employer will conduct an ongoing educational effort to prevent and eliminate
36 drug and alcohol abuse that may affect the workplace. The program will inform employees
37 about:

- 38
39 (i) the dangers of alcohol and drug abuse in the workplace;
40
41 (ii) Employer's Alcohol and Drug Policy;
42
43 (iii) the availability of treatment and counseling for employees
44 who voluntarily seek such assistance; and
45
46 (iv) the sanctions Employer will impose for violations of its
47 Alcohol and Drug Policy.
48

1 (c) Employer recognizes that substance abuse is a medical problem which
2 can be successfully treated. Early detection and treatment of alcohol or drug abuse is
3 important for successful rehabilitation and for reduced work, personal and social disruption.
4 Employer encourages employees who believe they have a drug or alcohol problem to
5 seek the assistance of Employer's Employee Assistance Program (EAP). Employees are
6 encouraged to contact Family Counseling Services for assistance through Employer's EAP.
7 Assistance will be provided on a strictly confidential basis. An employee who voluntarily
8 self-identifies as having a substance abuse problem and seeks treatment before violating
9 this Policy will not be penalized for doing so. All costs of care and counseling not covered
10 by Employer's provided health insurance plan shall be the responsibility of the employee.

11
12 (d) It is the responsibility of each employee to seek assistance from the
13 EAP before alcohol and drug problems lead to a violation of this Policy and disciplinary
14 action. Employees who undergo voluntary counseling or treatment and who continue to
15 work must also meet all established standards of conduct and job performance. Voluntary
16 requests for assistance will not prevent disciplinary actions for violations of Employer's
17 Alcohol and Drug Policy and established standards of conduct and job performance.

18
19 **37.7 Drug/Alcohol Testing.** Drug and/or alcohol testing may be conducted
20 under any one or more of the following conditions:

- 21
22 (a) **Pre-Employment Testing.** As a condition of employment an applicant
23 must successfully pass a drug screen. Failure to pass the screen will
24 result in termination of the hiring process.
25
26 (b) **Post-Accident Testing.** If an employee is involved in an accident which
27 requires the employee to seek medical attention, causes damage to
28 Employer property or a tenant's property or causes injury to another
29 individual, and if there is reason to suspect that the employee has
30 violated this Alcohol and Drug Policy, then Employer reserves the right
31 to require a drug/alcohol test.

32
33 **37.8 Test Procedures.** (a) The testing collection site will explain the testing
34 procedures. Employees subject to testing will also be afforded the opportunity, prior to
35 testing, to list all prescription and non-prescription drugs they have used in the last 30
36 days and to explain the circumstances surrounding the use of such drugs to a medical
37 review officer.

38
39 (b) Drug testing includes a split specimen procedural safeguard. Each urine
40 sample is subdivided into two bottles. If the specimen tests positive, an employee may
41 request a retesting (conducted with the original second split sample) within three (3) days
42 of notification of a positive result. The costs of both drug tests shall be paid for by
43 Employer. Alcohol testing includes a confirmation breath test procedural safeguard.

44
45 (c) Employees subject to testing must sign, prior to testing, any required
46 form consenting to the testing and consenting to the release of the test results to
47 Employer. Test results and related information will be treated confidentially and divulged to
48 Employer management only on a need-to-know basis.

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37.9 What are Your Requirements Under the Drug-Free Workplace Act? (a) Compliance with Employer's Alcohol and Drug Policy is a condition of employment. A violation of this Policy, including a failure or refusal of an employee to cooperate fully, sign a required document, submit to any inspection or test, or follow any prescribed course of substance abuse treatment will be considered just cause grounds for termination in accordance with Article 12.2(e) of the Collective Bargaining Agreement.

(b) The Drug-Free Workplace Act requires each Employer employee, as a condition of employment, to:

- (i) abide by the terms of this statement.
- (ii) notify Employer of any criminal drug statute arrest, indictment and/or conviction for a violation occurring in the workplace no later than five days after such arrest, indictment or conviction.

37.10 What Must Employer do Upon Notice of a Drug Conviction? Within ten days after notification of a drug conviction, Employer will provide the Chicago Regional HUD office with the information and must either (a) take appropriate disciplinary action or (b) require satisfactory participation in an approved drug assistance or rehabilitation program, whichever Employer determines in its discretion to be appropriate within 30 days, in accordance with HUD regulations.

37.11 Conclusion. Employer earnestly requests the understanding and cooperation of all employees in implementing this Policy, as well as your ongoing input concerning the Policy. Employer also requires each new employee upon being hired to receive a copy of the Alcohol and Drug Policy and acknowledge receipt of such Policy by signing a receipt in substantially the following form:

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I acknowledge receipt of the Employer Alcohol and Drug Policy. As a condition of my employment, I agree to abide by the terms of the Policy. I understand that violation of this Policy will result in immediate disciplinary action, including possible termination.

Date

Signature of Employee

Date

Signature of Witness

(End of Article 37)

PAY SCHEDULE 1 BARGAINING UNIT OFFICE EMPLOYEES			
.5% ANNUAL INCREASE EFFECTIVE APRIL 1		100.5%	
OFFICE GRADES	2011	2012	2013
DEPARTMENT AND TITLE	Wages	Wages	Wages
GRADE 4 INSPECTOR/REVIEWER OPERATIONS DEPT. MANAGER 1	\$16.92	\$17.01	\$17.09
GRADE 3 SECTION 8 DEPT. SEC 8 INSPECTOR SEC 8 REVIEWER MAINT/DEV DEPT. PHA INSPECTOR OPERATIONS DEPT. ASST MANAGER	\$15.65	\$15.73	\$15.80
GRADE 2 FINANCE DEPT. MAT. & INV. SPECIALIST OPERATIONS DEPT. LEASING SPECIALIST OPERATIONS/MAINT. ADMIN AIDE	\$14.77	\$14.85	\$14.92
GRADE 1 FINANCE DEPT. PURCHASING CLERK WORK ORDER CLERK OPERATIONS DEPT. LEASING CLERK MANAGEMENT CLERK SECTION 8 DEPT. SEC 8 CLERK ADMINISTRATION DEPT. ENERGY CLERK SEC/RECEPTIONIST	\$12.83	\$12.90	\$12.96
PAY SCHEDULE 2 BARGAINING UNIT MAINTENANCE EMPLOYEES			
MAINTENANCE GRADES	2011	2012	2013
DEPARTMENT AND TITLE	Wages	Wages	Wages
GRADE M5 MAINTENANCE DEPT. MAINT. MECHANIC 3	\$19.35	\$19.44	\$19.54
GRADE M4 MAINTENANCE DEPT. MAINT. MECHANIC 1 & 2	\$18.85	\$18.95	\$19.04
GRADE M2 MAINTENANCE DEPT. MAINTENANCE AIDE	\$16.51	\$16.59	\$16.68
GRADE M1 MAINTENANCE DEPT. CUSTODIAN 2	\$12.83	\$12.90	\$12.96

1 ARTICLE 38

2
3 SEPARABILITY

4
5 If any provision of this Agreement is found to be in violation of law by a final
6 order of a court of competent jurisdiction, or if Employer and Union agree that said
7 provision is in violation of the law, then said provision shall be considered void and the
8 other provisions of this Agreement shall remain in effect during the term of this Agreement.

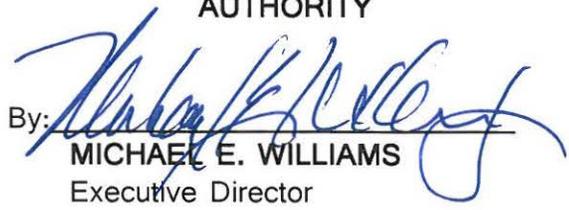
9 The parties shall begin negotiations with respect to any provision or provisions of this
10 contract determined to be void or in violation of law, as specified herein, as soon as
11 practicable.

12
13 **IN WITNESS WHEREOF**, the parties have hereunto set their official seals
14 duly attested the day and year first above written.

15
16 **Signed in the presence of:**

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**STARK METROPOLITAN HOUSING
AUTHORITY**

By: 
MICHAEL E. WILLIAMS
Executive Director

By: _____
Chairman of the Board

**COMMUNICATIONS WORKERS OF
AMERICA**

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By: 

By: 

By: 
