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STATE EMPLOYMENT  
RELATIONS BOARD

**COLLECTIVE BARGAINING AGREEMENT**

by and between

**YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY**

and

**Carpenter's Contract**

**Effective November 1, 2011 through October 31, 2013**

39

*Kathy Hurd*  
*Copies*

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	Recognition	1
2	Intent and Purpose	1
3	Management Rights and Responsibility	2
4	Dues Checkoff	3
5	Seniority	4
6	Job Bidding	4
7	Sick Leave	6
8	Funeral Leave	9
9	Leave of Absence	9
10	Temporary Assignment	10
11	Hours of Work	10
12	Overtime	11
13	Job Descriptions	11
14	Uniforms	12
15	Longevity	12
16	Holidays	13
17	Annual Leave	13
18	Personal Days	16
19	Hospitalization	17
20	Non-Discrimination	18
21	Evaluation of Employees' Performance	18
22	Employee Records	19
23	Jury Duty	19
24	Bulletin Boards	20
25	Safety and Health	20
26	Work Rules	21
27	Strikes – Work Stoppages - Lockouts	23
28	Grievance Procedure and Complaints	23
29	Agreement to Use Non-Bargaining Employees	25
30	Successor Clause	26
31	Joint Labor Management Uniform Drug/Alcohol Abuse Program	26
32	Contract Wage Rates	32
33	Duration	33
34	Entire Agreement	33

## AGREEMENT

This Agreement shall be effective the 1<sup>st</sup> day of September, 2010, by and between the Youngstown Metropolitan Housing Authority of Youngstown, Ohio, hereinafter referred to as "AUTHORITY" and Local # 171 of the Northeast Ohio District Council of Carpenters of the United Brotherhood of Carpenters and Joiners Union of America, hereinafter referred to as the "UNION".

### ARTICLE I RECOGNITION

#### BARGAINING RIGHTS

- 1.1 AUTHORITY does hereby recognize UNION as the sole and exclusive bargaining agent of all Carpenters of AUTHORITY.
- ~~1.2 AUTHORITY will recognize and will not interfere with the right of its employees to become members of UNION. There shall be no discrimination, interference, restraint, or coercion by AUTHORITY or at the behest of or instigation of AUTHORITY against any member because of membership in UNION. All employees who on the effective date of this agreement is a member in good standing, and all employees who become a member after that date shall, as a condition of employment, maintain their membership in UNION or pay to union its established fair share fee.~~

#### UNIT DEFINED

- 1.3 The bargaining unit shall consist of all employees assigned to classifications listed in Article XIII.

#### EXCLUSIONS

- 1.4 All new employees during the first one hundred and twenty (120) days of their probationary period.

### ARTICLE II INTENT AND PURPOSE

- 2.1 It is the intent of this agreement to maintain harmonious relations and promote close cooperation between AUTHORITY and UNION for their mutual benefit, and set forth herein the basis agreement covering rates of pay, hours of work, and other conditions of employment to be observed by the parties thereto.
- 2.2 It is understood by all parties that all articles and terms of this Agreement are subject to and conditioned upon approval by the Department of Housing and Urban Development (HUD).

ARTICLE III  
MANAGEMENT RESPONSIBILITY

- 3.1 Except as specifically limited by explicit provisions of the Agreement, AUTHORITY retains the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, AUTHORITY'S exclusive management rights include, but are not limited to, the sole right to hire, rehire, layoff, recall, promote, suspend, demote, discipline, and discharge employees for just cause; to promulgate and enforce reasonable employment rules and regulations; to re-organize, discontinue, or enlarge any department or division; to transfer employees including the assignment and allocation of work within departments or to other departments; to introduce new and/or improved equipment, methods; to determine work methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate or abolish jobs (or classifications) ~~and to determine staffing patterns, including but not limited to, assignment of employees, number employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.~~

It is the intent of the parties that any rights, privileges, or obligations which are not specifically granted to UNION and the employees by this agreement or by law are retained by AUTHORITY.

No unauthorized personnel shall have the right to interfere with any employees during working hours. Only AUTHORITY authorized personnel shall give normal workday directions to the employees. UNION representatives can make necessary contact with the local UNION Steward during working hours after approval by DIRECTOR. Approval by DIRECTOR shall not be unreasonably denied.

AUTHORITY shall utilize a short interval scheduling system to eliminate work backlog as needed. This system shall bring, by development, available work hours for the load existing. This short interval scheduling system is to match work hours to work hour backlog. This system is not intended and shall not reduce the normal workday.

For the general good and harmony between Employees and residents, Employees are prohibited from accepting gifts, gratuities, personal services or favors from a resident in housing administered through AUTHORITY. Employees are likewise prohibited from engaging in any personal services with or without pay, for residents. Employees may not buy, sell, lend, borrow or exchange any commodity of value in dealings with a resident. Employees found in violation of this statement are subject to disciplinary action.

- 3.2 STATEMENT ON A DRUG FREE WORKPLACE- The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on the premises of AUTHORITY, 131 W. Boardman Street, Youngstown, Ohio 44503, and all other sites owned or operated by AUTHORITY. Appropriate disciplinary actions, which may include termination, will be taken against AUTHORITY employees for violations of this prohibition.

"Controlled substance" for purposes of this statement means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. Section 812), and as further defined by federal regulations. (21 C.F.R. Sections

1300.11 through .15) This includes, but is not limited to, marijuana, heroin, PCP, cocaine and amphetamines.

A condition of employment for work under a grant received by AUTHORITY from any federal agency is that each employee directly engaged in the performance of work funded by such grant will:

1. Abide by the terms of this Statement, and
2. Notify AUTHORITY of his or her criminal drug statute conviction for violation occurring in the workplace of AUTHORITY no later than five (5) days after such conviction.

a. "Conviction" means a finding of guilt (including a plea of nolo contendere) or the imposition of sentence, or both, by any judicial body charged with the responsibility to determine violation of the federal or State (including the District of Columbia) criminal drug statutes.

b. "Criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

A sanction will be imposed on any employee so convicted.

Within thirty (30) days after receiving notice of the conviction:

- a. AUTHORITY will take appropriate disciplinary action against the employee, up to and including termination; or
- b. AUTHORITY will require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency.

#### ARTICLE IV DUES CHECK OFF

- 4.1 During the life of this agreement, AUTHORITY agrees to deduct working dues levied by the Carpenters District Council with jurisdiction in Mahoning County, in accordance with its constitution and By-Laws, from the pay of each employee for whom AUTHORITY has on file an un-revoked "Authorization and Direction" for check off dues.
- 4.2 Authorization forms used shall be in accordance with Ohio law. These individually Signed Authorization Forms shall be maintained in the Central Office of AUTHORITY.
- 4.3 Deduction shall be made only in accordance with the provision of said Authorization and Direction form and starting in the amount of one percent (1%) of gross wages effective January 1, 1994.
- 4.4 The monthly contribution and a report form furnished by UNION shall be mailed or delivered on or before the last day of the following month to the bank designated by UNION.
- 4.5 UNION shall indemnify and save harmless the AUTHORITY against any claims made on account of action taken by the AUTHORITY in reliance upon information or forms furnished by the UNION hereunder.

ARTICLE V  
SENIORITY

5.1 New employees shall be considered as probationary employees for the first one hundred and twenty (120) days of continuous employment, after which their seniority shall date back to their date of hire or rehire. Probationary employees shall not have seniority and may be laid off, discharged or otherwise terminated at the sole discretion of AUTHORITY and such action shall not be subject to the grievance or arbitration provisions of this Agreement.

Upon satisfactory completion of their four (4) month probationary period such full-time employees shall be considered regular full-time employees.

5.2 ~~The following procedure shall be applied in case of a reduction in personnel:~~

~~Employees having the least seniority in the affected classification shall be laid off first. Employees laid off in a classification may, if qualified, and with the approval of AUTHORITY, replace employees with the least seniority in the lowest classification. Employees shall have three (3) working days from receipt of AUTHORITY layoff notice to inform AUTHORITY in writing of the employees' election to exercise the right to bump other employees and failure for the employees to give such notice shall be deemed an election not to bump.~~

5.3 No bargaining unit employees shall be laid off due to outside contracting.

- (1) Recalls will be in reverse order of layoff.
- (2) Employees on layoff shall be given forty eight (48) hours from the time of notification by telephone or receipt of certified mail (to their last known address as shown on AUTHORITY records) to advise AUTHORITY of their intent to report to work and must report within five (5) working days of such recall.

ARTICLE VI  
JOB BIDDING

6.1 When a vacancy occurs, if AUTHORITY elects to fill such vacancy, or a new job Classification is created within the bargaining unit, AUTHORITY shall post a notice of the opening or openings at each site for seven (7) consecutive calendar days. The notice shall contain the job classification title, rate of pay, shift, brief job description, and date of posting. Employees who wish to be considered for the posted job must file written application with DIRECTOR by the end of the posting period. Vacancies in all regular full-time positions shall be posted as such.

All applications timely filed shall be reviewed by AUTHORITY and the job shall be awarded as follows:

- 1) Qualified employees on the basis of job knowledge, responsibility (maintains equipment and keeps office records in a neat, safe condition), ability education, training, experience, attendance, and physical ability to perform job in question) and seniority.

- 2) Where the above factors in one (1) are reasonably equal, shall be the determining factor. Employees who are awarded a job under the bidding procedure will be given a reasonable period of time, but not more than ninety (90) calendar days to prove that they are qualified to hold such a job on a regular basis and if they cannot prove their qualifications within that period of time, they will be returned to their former job. Employees awarded the job under these provisions will be given reasonable help and supervision. They will be considered to have qualified on the new job when they satisfactorily perform the required duties with no more supervision than is required by other qualified Employees on the same or similar jobs, and when their record as to the quality and quantity of work meets the standard applicable to the job. Employees who are awarded a job under these provisions shall receive the regular rate of the new classification.

~~No employees shall be eligible for promotion that has not satisfactorily completed the required probationary period.~~

#### DEFINITIONS

- 6.2 Seniority is defined as total full-time continuous service with AUTHORITY as of the last hiring date. Probationary and Temporary and Seasonal Employees shall not have seniority.

In the event two or more employees have been hired on the same day, seniority shall be determined by their application date.

AUTHORITY shall establish in the bargaining unit a seniority list which shall include the employees' seniority date. This list shall be updated annually and a copy provided to UNION. Seniority shall be broken (or terminated) when employees:

- a) Quit or resign;
- b) Are discharged for just cause, and are not reinstated upon appeal;
- c) Are laid off or otherwise unavailable to work for a period of more than twenty four (24) consecutive months when the employees have less than five (5) years of continuous service, they must be laid off for more than thirty (36) consecutive months to terminate seniority.
- d) Are absent without leave for three (3) or more workdays and fails to give timely notice of a proper and acceptable excuse.
- e) Fail to report for work when recalled from layoff within five (5) working days from the date on which AUTHORITY telephones employees or the employees receives a recall notice by certified mail (to the employees' last known address as shown on AUTHORITY records).
- f) Leaves the bargaining unit to take another position with AUTHORITY shall lose all seniority rights in the bargaining unit unless such employees return to the bargaining unit within ninety (90) days, they shall be considered as a newly hired employee for seniority purposes.

- 6.3 Seniority shall not be broken if the employees were approved leave of absence.

## SENIORITY LIST

- 6.4 AUTHORITY shall provide UNION with a seniority list of all employees within the bargaining unit within thirty (30) calendar days after effective date of this Agreement. The Seniority list shall contain the name, job classification, and entry date of all employees in the bargaining unit. Thereafter, AUTHORITY shall provide UNION with an accurate updated seniority list as of July 1 and January 1, of each succeeding year.
- 6.5 AUTHORITY shall provide UNION with an alphabetical list of the names and addresses of all employees in the bargaining unit within thirty (30) calendar days after the effective date of this agreement and annually thereafter; UNION shall thereupon certify such list within thirty (30) days after its receipt of same.
- 6.6 AUTHORITY shall timely provide UNION with a list of all new employees hired by AUTHORITY within the bargaining unit and such lists shall contain their name, address, job classification, department and date of hire.
- 6.7 AUTHORITY shall timely provide UNION with a list of employees who quit, retire, terminated, granted leaves of absence, transfer out of bargaining unit and such lists shall contain their name, job classification, department, date of effective action.

## ARTICLE VII SICK LEAVE

- 7.0 All employees shall accrue sick leave credits at the rate of one (1) workday per completed month of service in which they have been in pay status. Any sick leave accrued but not used in any year shall be cumulative in the succeeding year. Employees shall be allowed to cash in up to fifteen (15) days of unused sick leave on August 31 at ninety percent (90%) of its current value. Employees must make a written request to the Director of Human Resources' office by August 1<sup>st</sup> of the same year.
- 7.1 Sick leave credits shall not accrue during periods of suspension or other types of leave without pay.
- 7.2 Should AUTHORITY employees be called into military service and within a two week period subsequent to discharge and released from such service return to work for AUTHORITY, they shall have any balance of their prior accrued sick leave credits restored to their account. They shall not accrue sick leave credits while serving with the military.
- 7.3 All accrued sick leave credits or the use of sick leave credits shall be recorded by AUTHORITY accounting department and shall be considered the official record. The records may be made available to the employees for questions and inspection provided arrangements are made and approved in advance by DIRECTOR.
- 7.4 Sick leave credits shall not be accrued by, or granted to, any probationary employees.

- 7.5 Sick leave shall be charged only for such days as the employees would otherwise have been at this employment.

GRANTING SICK LEAVE

- 7.6 Employees eligible for sick leave may be granted such leave with full regular pay, upon approval of DIRECTOR, when absent for the following reasons:

a) SICKNESS IN THE IMMEDIATE HOUSEHOLD

When the employees remain absent from their work due to serious illness in their immediate family residing within the same dwelling, they must submit a written statement to their supervisor, stating why it was necessary for them to remain absent from their work to care for the member of their immediate family. If the employees' illness, or serious illness of a dependent member of their immediate family causes them to be absent from their work after three (3) or more consecutive workday, ~~DIRECTOR shall require a written statement from a registered practicing physician.~~ Employees on sick leave for less than three (3) days must submit a signed statement by the Employees upon returning to work as to the nature of illness that caused the loss of work. The signed statement shall become a part of the employees' record (forms to be on site).

b) QUARANTINE BECAUSE OF A CONTAGIOUS DISEASE

Supervisors shall require a certificate of the attending physician before authorizing payment to the employees under this section. For the purpose of this section, the immediate family includes: Mother, Father, Husband, Wife, Son, Daughter, Brother, and Sister residing within the same dwelling.

c) SICKNESS ON THE JOB

Sickness on the job must be verified by the supervisor when the employees remain absent part of one day or goes home early from work.

d) DOCTOR/DENTIST VISITS

Visits to doctors and dentists by employees, if the doctor or dentist examines or renders treatment to the employees.

e) REPORTING SICKNESS BY THE EMPLOYEES

If the employees are unable to report for work because of illness and have not made satisfactory arrangements previously, the employees or a member of their family must notify DIRECTOR'S secretary by telephone within one half (1/2) hour of their scheduled starting time. If they stay away from work and do not telephone DIRECTOR'S Secretary within the specified one half (1/2) hour, such absence may be considered an unexcused absence, and they may forfeit pay for all the time during which they were absent from their work. The employees shall keep DIRECTOR'S Secretary or designee informed of the probable duration of the illness and the probable date of their return to duty.

f) MISUSE OF SICK LEAVE TIME

AUTHORITY is responsible to ensure that employees use sick leave only for its intended purposes. When AUTHORITY determines employee sick leave abuse either by frequency or pattern, AUTHORITY will approve no sick leave without a doctor's excuse. If the problem persists, AUTHORITY will issue disciplinary action up to and including discharge. Frequent sick leave usage is more than forty (40) sick leave hours per year with no extended illness or injury that is identifiable. In explanation, but not in limitation, pattern sick leave abuse is defined as repeated absences prior or following a weekend or holiday; one-two hours at shift start or prior to shift end or two (2) or more calendar years of frequent sick leave use.

g) USE OF SICK LEAVE IN PLACE OF INDUSTRIAL COMPENSATION

~~Employees who are injured on the job shall notify AUTHORITY, in writing, of any intention to file a claim for Industrial Compensation or to leave their time open until a decision can be made. Employees may choose to use accumulated sick leave when injured on the job in lieu of Industrial Compensation or to leave their time open until a decision can be made. Employees may choose to use accumulated sick leave when injured on the job in lieu of Industrial Compensation if they submit such a request in writing via their immediate supervisor to DIRECTOR. Regular employees shall be included in AUTHORITY'S Medical and Hospitalization Plan while on an injury leave and on AUTHORITY payroll. Otherwise, the employees can elect to purchase health insurance at AUTHORITY'S group rate for a period not to exceed six (6) months. After six (6) months, the employees can purchase health insurance from AUTHORITY'S carrier at the carrier's rate.~~

h) SICK LEAVE CONVERSION UPON RETIREMENT AND TERMINATION

1. Termination

AUTHORITY employees may elect at the time of termination from active service with AUTHORITY and with seven (7) or more years of service with AUTHORITY, to be paid in cash for fifty percent (50%) of the value of their accrued unused sick leave credit. Such payment shall be based on the employees' base rate of pay at the time of termination. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employees at that time. Such payment shall be made only once to any employees at that time. Such payment shall be made only once to any employees. The maximum payment which may be made under this section shall be fifty percent (50%) of one hundred twenty (120) days. In the event of employees' death, the payment shall be made to the employees' beneficiary.

2. RETIREMENT

Employees, upon retirement shall be entitled to convert one hundred percent (100%) of their accumulated sick leave for a cash settlement.

Such payment shall be based on employees' base rate of pay at the time of retirement.

ARTICLE VIII  
FUNERAL LEAVE

- 8.1 Upon proper notification of scheduled plans, AUTHORITY shall grant five (5) day bereavement leave in the event of a death of employees' spouse, child, parent, or sibling. In the event of the death of employees' grandparent, grandchild, brother-in-law, sister-in-law or spouses parents, AUTHORITY shall grant a three (3) day bereavement leave. Travel time shall be charged against their accrued sick leave at their regular hourly pay rate.
- 8.2 If employees attend the funeral of any person specified in Section 8.1 and the funeral is ~~outside the State of Ohio, employees may, at employees' discretion, be granted an additional two (2) days funeral leave. The additional two (2) consecutive days shall be~~ charged against the Employees' accrued annual leave or sick leave.

ARTICLE IX  
LEAVE OF ABSENCE

- 9.1 Under conditions hereinafter specified, employees of AUTHORITY shall be leaves of absence without pay for any reasons that AUTHORITY deems beneficial to employees including family leave and excluding employment elsewhere.
- 9.2 Such personal leave shall not be for a period to exceed one (1) year and shall not be for less than thirty (30) days.
- 9.3 Leave of absence shall be authorized by AUTHORITY based on the merits of the request by the employees. The application for the leave of absence must be made in writing stating the purpose and the duration of the proposed leave. Any personal leave of absence approved shall not be extended beyond its term.
- 9.4 Absence with or without pay may be authorized by AUTHORITY to permit employees to attend meetings or conventions relating directly to the work of AUTHORITY or UNION activity (such leave shall not exceed three (3) working days). With the approval of DIRECTOR up to three (3) days with pay per year shall granted to UNION members.
- 9.5 Employees may be returned to work prior to the expiration of any leave if such earlier return is agreed to by AUTHORITY and the employees.
- 9.6 Upon completion of a leave of absence, employees shall be returned to the job assignment which they formerly occupied, if the classification still exists. If the classification does not exist, employees can return to a similar classification, if qualified.

ARTICLE X  
TEMPORARY ASSIGNMENT

- 10.1 When a temporary vacancy exists due to illness or leave of absence or during the interim period in filling a regular vacancy or in the event the employer assigns employees to a higher classification, employees shall be assigned the duties and receive the higher rate of pay of the temporary vacancy after three(30 calendar days. After three (3) or more days, the pay would extend retroactive to the first day served in the temporary assignment. DIRECTOR will be notified by UNION of such vacancy.
- 10.2 When employees accept pay for a higher classification, it is with the understanding that the employees understand and can perform all the duties in the higher classification.
- ~~10.3 Seniority shall be given preference in filling the temporary position when all other aspects of qualified employees are considered equal.~~
- 10.4 If it is established that the employees cannot perform all the duties or perform them in a reasonable length of time, the employees shall be returned to their former classification. The employees shall not be temporarily assigned to that specific classification until the employees are able to reasonably perform the duties required of the higher classification.

ARTICLE XI  
HOURS OF WORK

- 11.1 The normal schedule of working hours shall be eight and one-half (8 ½) hours per day inclusive of one-half (1/2) hour unpaid lunch period. Actual working time shall be forty (40) hours of working time per week.
- 11.2 The normal workday shall consist of eight and one-half (8 ½) consecutive hours inclusive of the lunch period and breaks. The lunch period shall be forty-five (45) minutes in duration and shall be scheduled during the middle of the workday so far as possible. The lunch period shall consist of fifteen (15) minutes of paid time and thirty (30) minutes of unpaid time. There will be two (2) ten (10) minute paid rest periods in the workday. AUTHORITY shall schedule the rest periods, to the extent practical, during the middle two (2) hours of each half (1/2) shift (10:00 A.M.- 2:00 P.M.). Employees shall take all rest breaks in the immediate vicinity of the employees' work assignment.
- 11.3 The normal work week shall start at 8:00 A.M. Monday and end at 4:30 P.M. the next following Friday.
- 11.4 Any changes in regular starting and quitting time will be discussed with UNION in advance. Emergency changes of a temporary nature shall be made by AUTHORITY.

ARTICLE XII  
OVERTIME

- 12.1 Overtime work shall only be performed and shall only be paid for when such overtime work is scheduled and authorized by DIRECTOR or designee. Employees shall be notified of the scheduling of overtime as it is practical. Employees so notified shall report to work as assigned unless satisfactory cause is shown and they are excused by DIRECTOR or designee.
- 12.2 Work performed during the regular eight (8) hour workday shall be paid at the regular straight time rate (Pay Scale Schedule). All hours worked in excess of the established eight (8) hour workday/forty (40) hours per week shall be paid at the rate of time and one-half (1.5X) the regular straight time rate as the exclusive form of compensation. All authorized hours worked outside the regularly and normally scheduled workday or work week that occurs on an official holiday as identified in Article XVI shall be paid at the rate of double time.
- 12.3 Employees called back to work, by DIRECTOR or designee, outside their normal or scheduled workday shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half their regular straight time hourly rate. Once employees have disrupted their off duty activities when called back to work, those employees remain at work and on duty until they resume their off duty activities.
- 12.4 AUTHORITY shall be the sole judge of the necessity for overtime. AUTHORITY shall endeavor to make an equitable distribution of overtime among employees in the same classification. AUTHORITY shall use the lowest classification available to perform the required job assignment.

ARTICLE XIII  
JOB DESCRIPTIONS

- 13.1 Employees covered by this Agreement who are employed in the below listed classifications shall be paid as set forth herein, subject to HUD approval.

CLASSIFICATION  
Lead Carpenter  
Carpenter

LEAD CARPENTER

Skillfully schedules, plans, estimates, and performs general carpentry work as directed by the Supervisor, Public Housing Maintenance. In explanation, but not in limitation, general carpentry work includes the construction, installation, repair, alteration or refinishing of floors, roofs, doors, windows, ceilings, glass, locks, interior/exterior finish, cabinets and fixtures. The Lead Carpenter is responsible for the maintenance of the carpentry shop including its inventory, tools, and equipment. The Lead Carpenter also supervises all carpenters assigned to that classification by AUTHORITY.

## CARPENTER

Skillfully performs general carpentry work as directed by the Lead Carpenter. In explanation, but not in limitation, general carpentry work includes the construction, installation, repair, alteration or refinishing of floors, roofs, doors, windows, ceilings, glass, locks, interior/exterior finish, cabinets and fixtures.

## ARTICLE XIV UNIFORMS

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

~~Year 1: Three (3) shirts, three pants and one summer jacket.~~

~~Year 2: Three (3) shirts, three pants and one winter jacket.~~

~~Year 3: Three (3) shirts, three pants and one thermal suit.~~

Year 4: Three (3) shirts, three pants and one summer jacket.

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

14.3 The parties of this CBA will use the Labor-Management Meetings to deal with ancillary issues relevant to uniforms.

## ARTICLE XV LONGEVITY

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

15.2 GENERAL: Longevity shall be paid on active service only. Employees must have worked the complete year to receive credit for that year. Any loss of time whereby the employees are off the payroll nullifies the payment for that year.

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

15.4 If employees go on Disability Pension, Retirement Pension or are Deceased, their longevity pension shall be pro-rated as of July 1<sup>st</sup> of the year any of these events occur. This does not apply in the case of any other class of termination.

15.5 PAYMENT: For computation purposes, July 1<sup>st</sup> of each year shall be the cutoff date for determining years of service. Actual payment for the year or years computed up to July

1<sup>st</sup> shall then be made to each eligible employee, by check, about the 15<sup>th</sup> day of December in an amount computed up to July 1<sup>st</sup> heretofore mentioned. Longevity compensation shall be paid in addition to the annual salary of the employees.

- 15.6 No longevity compensation shall be payable to employees with less than one (1) year service as of the computation date.

ARTICLE XVI  
HOLIDAYS

- 16.1 Effective January 1, 1988, the following days are recognized as official holidays for which all regular employees shall be paid:

<del>New Years Day</del>	<del>Labor Day</del>
<del>Martin-Luther-King Day</del>	<del>Columbus Day</del>
<del>Presidents Day</del>	<del>Veterans day</del>
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

- 16.2 Employees shall be paid their regular wage for the holidays specified.
- 16.3 Should a designated holiday fall on Saturday, the preceding Friday shall be observed as a holiday. Should a designated holiday fall on Sunday, the following Monday shall be observed as a holiday.
- 16.4 In order for employees to receive their regular pay for the holiday, they must work their regular scheduled after a holiday. Employees on vacation, sick leave, or on a leave of absence with pay shall be considered as working their regular schedule for pay purposes. Employees' approved leave must cover the entire scheduled work day before and after a designated holiday.

ARTICLE XVII  
ANNUAL LEAVE

- 17.1 Full-time employees of AUTHORITY, including full-time hourly rated employees, after completion of on one year of service with AUTHORITY, shall have earned and shall be due upon the attainment of the anniversary of the first full year of employment, and annually thereafter, annual leave with full pay at the rate of pay being earned by the employees at the time of taking said vacation. Prior employment with AUTHORITY may be used to compute the first full year of employment, and the anniversary date of such employees shall be the anniversary date of the attainment of the first full year of employment with AUTHORITY.

- 17.2 Full-time employees are employees on the payroll and regularly scheduled for a forty (40) hour week, or in excess thereof, inclusive of lunch period and exclusive of employees serving on a temporary, special or seasonal basis, for less than six (6) months.
- 17.3 Earning period shall be that period of time after the initial date of employment and the attainment of the first full year of employment with AUTHORITY and each successive full years employment based on the anniversary of the attainment of the first full year of employment with AUTHORITY.
- 17.4 Annual leave period shall be that period of time after the initial attainment of the first full year of employment with AUTHORITY and succeeding anniversary dates of employment with AUTHORITY during which employees are entitled to take annual leave earned during the immediately preceding earning period.
- ~~17.5 Annual leave earned and accrued during an earning period is required to be taken during the next succeeding annual leave period unless deferred by the express written permission of DIRECTOR. DIRECTOR shall defer accrued annual leave only if the employees' request explains extenuating circumstances beyond the control of employees.~~
- 17.6 Annual leave is granted with the expressed intent of giving the employees a chance to rest and be away from their daily work routine.
- 17.7 Leave shall be granted and taken in periods of one (1) week, consecutive weeks may be taken for the maximum of accrued leave time each year insofar as it is practical.
- 17.8 AUTHORITY shall consider employees' first choice in scheduling vacations. If more than one employee requests the same time off, seniority shall be given prime consideration. Vacation forms shall be available February 1<sup>st</sup>, to be returned to DIRECTOR'S office by March 1<sup>st</sup>. Vacation schedule shall be posted on all sites by April 1<sup>st</sup>. Requests not submitted according to the above schedule shall not be given seniority preference.
- 17.9 In order to maintain an adequate work force to perform the required work and provide the services that are normally provided by AUTHORITY, AUTHORITY shall determine the number of employees that shall be granted annual leave at any given time.
- 17.10 In scheduling annual leave time, AUTHORITY may allow and approve two (2) choices for time off to allow a split vacation during the year.
- 17.11 Regular scheduling of annual leave shall be done once a year in order to assure an adequate work force at all times.
- 17.12 The anniversary date of employment for the purpose of computing the amount of an employees' annual leave shall be the anniversary of the attainment of the first full year of service with AUTHORITY.

- 17.13 Employees of AUTHORITY on sick leave, or injured at the conclusion of an annual leave period who have been unable to take the annual leave within the prescribed period may request DIRECTOR to carry over said annual leave to the succeeding annual leave period.
- 17.14 Annual leave credits may be earned while employees are on sick leave, or injured, providing said employees are on the payroll.
- 17.15 Upon retirement or voluntary termination of service, employees of AUTHORITY are entitled to receive compensation for all annual leave credits earned and due at the rate of pay being received by employees at the date of separation from service.
- 17.16 All annual leave shall be taken on with the prior authorization and approval of DIRECTOR.

~~17.17 Full-time employees of AUTHORITY shall enjoy annual leave in accordance with the following schedule:~~

1 through 5 years .....	2 weeks
6 through 10 years .....	3 weeks
11 through 16 years .....	4 weeks
17 through 21 years .....	5 weeks

\*

- 17.18 Annual leave, as above described, shall be taken during the vacation period immediately following the earning period, as is further above described, unless deferred or carried over as prescribed.

\*

- 17.19 Annual leave shall be earned and shall accrue to full-time employees of AUTHORITY in accordance with the following schedule:

**Weekly and Bi-Weekly Calculations**

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

**Monthly Calculations**

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

- 17.20 Employees of AUTHORITY entitled to sick leave benefits during any calendar year from January 1 through December 31, who do not use any sick leave during said period shall be entitled to additional vacation of three (3) working days of eight (8) hours each in one year, based on the rate of pay being received by the employees at the time of taking said annual leave. The use of any sick leave by employees during a calendar year shall render said employees ineligible to earn additional annual leave for that calendar year. Additional annual leave earned for non-use of sick leave shall be credited to the employees at the completion of the calendar year and shall be taken during the following calendar year unless deferred in accordance with annual leave provisions relating to carry over, or accrual.
- 17.21 Annual leave shall be granted throughout the year including during the Christmas and New Year's holiday. Annual leave shall be granted according to the rules outlined in this section.
- ~~17.22 Annual leave may be paid before going on vacation except during the months of June and July, with two (2) weeks advance written notice to DIRECTOR.~~
- 17.23 Employees who earn four (4) or more weeks of vacation leave value. Employees' cash in of their annual leave accrual shall be in one (1) week increments only. Employees' must make a written request to DIRECTOR'S office by November 1 of the same year to qualify for unused vacation leave cash-in on or about November 30.
- 17.24 AUTHORITY shall provide an incentive of \$50.00 (fifty) dollars to employees who schedule their vacation leave during the months of January, February or March only. AUTHORITY shall pay the \$50.00 (fifty) dollar(s) incentive for each full five (5) day work week increment of vacation leave scheduled and approved to employees in the immediate payroll preceding employees' scheduled vacation leave in the months of January, February, or March only. Failure of employees to use scheduled and approved vacation leave in January, February, or March shall result in full reimbursement to AUTHORITY.

ARTICLE XVIII  
PERSONAL DAYS

- 18.1 AUTHORITY shall grant the employees four (4) days off per year for personal leave. Personal leave shall be separate and apart from any other leave. Employees may apply for and use personal leave in increments of no less than one (1) hour for the four (4) days. Employees shall not carry over unused personal leave to the succeeding year.

AUTHORITY will purchase all unused personal leave at contract year end if employees submit a written request to DIRECTOR'S office no later than March 1<sup>st</sup> of each contract year with payout March 31<sup>st</sup>.

18.2 Permission shall only be granted to those employees who request, in writing, the time off three (3) days in advance and receive approval by DIRECTOR or designee. A telephone call to DIRECTOR'S secretary shall be sufficient for emergencies.

#### ARTICLE XIX HOSPITALIZATION

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

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

The committee shall consist of two (2) members appointed by the Authority and one (1) member appointed by the Union. (This committee shall endeavor to combine with similar committees of other bargaining units of the Authority to advance the purposes stated herein.)

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

The Committee shall function all year and shall endeavor during the year to report in writing and/or orally to the Executive Director of the Authority and to the members of the bargaining units the interim findings and information which will assist the bargaining units and the Authority in becoming better informed about the process and the direction and purpose of the potential changes in coverage. The Committee shall have the authority to conduct research on all manner and means to contain healthcare costs and shall report its findings to the Executive Director of the Authority and the bargaining units at least twice per year.

19.2: AUTHORITY will provide such hospitalization coverage for "active at work" EMPLOYEES in compliance with all federal and state laws and continuing coverage as

mandated by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Ohio Revised Code, as amended.

ARTICLE XX  
NON-DISCRIMINATION

- 20.1 No person or persons or agencies responsible to AUTHORITY nor UNION and its officers and members, shall discriminate for or against employees on any basis whatsoever, including discrimination based on the following: race, religion, national origin, sex, age, or UNION affiliation.
- 20.2 AUTHORITY and UNION do hereby agree that there shall be no intimidation or coercion on the part of either party to encourage or discourage employees with regard to membership or non-membership in UNION. Further, no employees under this agreement shall be permitted to influence the political beliefs or acts of any applicant for tenancy, any resident, any other employees, or any member of the staff.

ARTICLE XXI  
EVALUATION OF EMPLOYEES' PERFORMANCE

- 21.1: The annual appraisal of EMPLOYEE performance is to be reported on the form provided within ninety (90) days of the end of each calendar year. Probationary EMPLOYEES will be evaluated every thirty (30) days of the probationary period. All evaluations must be made by the immediate supervisor and signed by the EMPLOYEE.
- 21.2: As the need arises, special evaluations can be done. Each EMPLOYEE will be allowed UNION representation, if they request, when receiving a special evaluation. The UNION representative will serve as an observer only and should not disrupt the process in any way.
- 21.3: An EMPLOYEE who is having problems related to some area of work performance may be placed on a special evaluation probationary period as part of a corrective action plan. Prior to this evaluation, the supervisor shall have counseled the EMPLOYEE on the problem to make them aware of the situation and what is needed for the EMPLOYEE to correct the problem. If there is no improvement(s) by the EMPLOYEE after the counseling has taken place, then the employer shall implement their corrective action plan including a special evaluation, if necessary. No disciplinary action will be taken against an EMPLOYEE for work performance for the problem that necessitated this counseling while they are serving the special evaluation period, unless such action is considered insubordinate. Failure to correct the problem as a result of the special evaluation will result in disciplinary action against the EMPLOYEE as outlined in the Disciplinary Article of this contract. Disciplinary action may be taken for unrelated performance issues.
- 21.4: EMPLOYEES shall be permitted to write comments to their evaluations and said comments will be attached to the evaluation and made part of the personnel file.

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

21.6: Nothing in this Article prevents the AUTHORITY from removing employees during probation. This right shall not be abused by the employer.

#### ARTICLE XXII EMPLOYEE'S RECORDS

22.1 Any material placed in employees' files which may adversely affect that employees' performance evaluation or job classification shall be made known to the employees involved, at which time the employees may be given the opportunity to add to the file ~~written signed statements of rebuttal. Such materials shall not be used against employees after three (3) years from the date of the disciplinary action's final disposition.~~ Employees may review their file at any reasonable time during working hours, by appointment with DIRECTOR only.

#### ARTICLE XXIII JURY DUTY

23.1 Employees required to serve on a jury before a court empowered by law to require such service shall be excused from duty only for the time required for such service and shall be paid their regular hourly rate less their jury duty pay, provided the employees notify DIRECTOR or their designated representative five (5) days prior to such jury service date and certifies to the Human Resources Director the amount of jury pay received.

#### COURT SUBPOENA

23.2 AUTHORITY shall allow use of the annual leave benefit in increments of a minimum of one (1) hour each for employees who because of personal circumstances make a court appearance.

23.3 AUTHORITY shall continue in pay status employees who are called to testify in court in proceedings involving AUTHORITY or on behalf of AUTHORITY.

23.4 AUTHORITY shall pay the difference between the employees' regular base pay and any monies received by the employees as a result of the employees being subpoenaed to appear as a witness in any felony proceeding or when called to testify before a grand jury.

23.5 As a condition of said payment to employees, evidence of the subpoena must be provided to DIRECTOR or AUTHORITY Accounting department.

23.6 Employees shall report back for work when released as a witness unless their normal workday has ended.

- 23.7 Military leave of absence with pay, in accordance with the number calendar days permitted each calendar year by existing State and Federal law, shall be granted to regular employees who are reservists of the Armed Forces or members of the National Guard engaged in active duty, training or military aid to enforce the law, provided that in each case involved, official orders are provided for AUTHORITY files to substantiate same.
- 23.8 Military leave of absence shall be granted to employees inducted or otherwise entering active military duty with the Armed Forces in accordance with the applicable State and Federal law.

ARTICLE XXIV  
BULLETIN BOARDS

- ~~24.1 AUTHORITY agrees to provide a Bulletin Board at each of its unit headquarters for the posting of official UNION business. It is UNION'S intent that no material shall contain anything libelous, scurrilous or adverse to AUTHORITY or any of its employees. Any allegations of UNION abuse shall be subject to discussion at the next monthly grievance meeting provided for in Article XXVIII.~~
- 24.2 The Bulletin Board shall also be used for job posting for bargaining and non-bargaining unit positions. Non-bargaining unit positions shall be posted for informational purposes only.

ARTICLE XV  
SAFETY AND HEALTH

- 25.1 AUTHORITY agrees to recognize a safety and health committee of which not more than two (2) members shall be members of UNION. One member shall represent AUTHORITY and participate with UNION members on the Safety and Health committee.
- 25.2 The purpose of this committee is to review safety problems, promote safe work practices and eliminate unsafe conditions. This committee shall elect a chairman who shall have the authority to present with the management representative the recommendations of the committee to DIRECTOR. This committee may conduct related activity during normal working hours, provided proper clearance is first obtained from DIRECTOR or designee.
- 25.3 AUTHORITY shall have the right to require, at AUTHORITY'S expense, periodic medical examination. AUTHORITY shall first discuss such action with UNION.

ARTICLE XXVI  
WORK RULES

26.1 UNION recognizes that AUTHORITY has rules of conduct that apply to employees. These work rules are necessary to assure a safe, efficient b operation; to assure compliance with public laws; and to protect the well-bei rights of all employees. The following list, which is not all inclusive, outlin and behavior that are not acceptable. Unacceptable behavior makes emp subject to disciplinary action, up to and including termination. AUTHOR responsible for evaluating each case based on its individual facts. AUTH reserves the right to take whatever disciplinary action it deems appropriate based total circumstances involved and the list of enumerated offenses and types of dis are for purposes of illustration and are not intended to be all inclusive.

~~26.2 First level offenses are unacceptable acts and behavior that are subject to disci action. In general, the disciplinary action for these types of offenses results~~ issuance of a written reprimand by DIRECTOR or designee. The purpose of the reprimand is to impress upon employees the need for corrective action on their par  
Three (3) written reprimands within a twelve (12) months' time, regardless type of first level offense, may result in disciplinary layoff without pay. Four (4) reprimands within a twelve (12) month's time, regardless of the first level offens result in discharge.

Examples of first level offenses are:

- Excessive absence, tardiness, or early quitting.
- Unauthorized time away from the job assignment
- Failure to notify supervisor promptly of completion of assigned w
- Obscene, abusive, or disruptive language or behavior.
- Failure to meet housekeeping responsibilities.
- Failure to meet work production requirements.
- Leaving the work site without punching in or out.
- Failure to wear prescribed safety equipment, takes necessary precautions, or adhere to dress code including identification badg
- Lack of attention to job responsibilities.
- Failure to follow prescribed work procedures.
- Failure to notify supervisor of absences.

26.3 Second level offenses include acts and behavior of such a nature that violation may in both a written reprimand and disciplinary time off without pay. A repeated off this type usually results in termination.

Examples of second level offenses are:

- Unauthorized absence
- Failure to follow supervisor's instructions.
- Punching time card of other employees or employees permitti other person to punch their time card.
- Violating major safety rules.

ARTICLE XXVI  
WORK RULES

26.1 UNION recognizes that AUTHORITY has rules of conduct that apply to all employees. These work rules are necessary to assure a safe, efficient business operation; to assure compliance with public laws; and to protect the well-being and rights of all employees. The following list, which is not all inclusive, outlines acts and behavior that are not acceptable. Unacceptable behavior makes employees subject to disciplinary action, up to and including termination. AUTHORITY is responsible for evaluating each case based on its individual facts. AUTHORITY reserves the right to take whatever disciplinary action it deems appropriate based on the total circumstances involved and the list of enumerated offenses and types of discipline are for purposes of illustration and are not intended to be all inclusive.

~~26.2 First level offenses are unacceptable acts and behavior that are subject to disciplinary action. In general, the disciplinary action for these types of offenses results in the issuance of a written reprimand by DIRECTOR or designee. The purpose of the written reprimand is to impress upon employees the need for corrective action on their part.~~

Three (3) written reprimands within a twelve (12) months' time, regardless of the type of first level offense, may result in disciplinary layoff without pay. Four (4) written reprimands within a twelve (12) month's time, regardless of the first level offense, shall result in discharge.

Examples of first level offenses are:

- Excessive absence, tardiness, or early quitting.
- Unauthorized time away from the job assignment
- Failure to notify supervisor promptly of completion of assigned work
- Obscene, abusive, or disruptive language or behavior.
- Failure to meet housekeeping responsibilities.
- Failure to meet work production requirements.
- Leaving the work site without punching in or out.
- Failure to wear prescribed safety equipment, takes necessary safety precautions, or adhere to dress code including identification badges.
- Lack of attention to job responsibilities.
- Failure to follow prescribed work procedures.
- Failure to notify supervisor of absences.

26.3 Second level offenses include acts and behavior of such a nature that violation may result in both a written reprimand and disciplinary time off without pay. A repeated offense of this type usually results in termination.

Examples of second level offenses are:

- Unauthorized absence
- Failure to follow supervisor's instructions.
- Punching time card of other employees or employees permitting any other person to punch their time card.
- Violating major safety rules.

- Reporting to work when intoxicated or when impaired by use of alcohol drugs.
- Leaving the job site without AUTHORITY permission.
- Major on-site traffic violation.
- Unauthorized use of materials or equipment.

26.4 Third level offenses include acts and behavior of such a serious nature that a first occurrence shall normally warrant termination.

Examples of third level offenses are:

- Using alcohol or drugs or bringing them onto AUTHORITY property.
- Falsifying any records, such as vouchers or reports, including insurance claims, personal absence, illness, time, or AUTHORITY work records.
- ~~Deliberately damaging, defacing, or misusing AUTHORITY property or property of others.~~
- ~~Insubordination.~~
- Theft, misappropriation, unauthorized possession or removal of AUTHORITY property or property of others.
- Punching the time card of absent employees, or, when absent employees arranging for any other person to punch their time card.
- Gambling.
- Acts of physical violence.
- Immoral or indecent conduct.
- Sleeping during work hours.
- Possession of explosives, firearms, or other dangerous weapons on AUTHORITY property including the parking lot.
- Failure to report an absence for a five-day period without an explanation to AUTHORITY'S satisfaction.
- Unauthorized removal of safety devices or tags from AUTHORITY equipment or materials.
- Threatening, intimidating, coercing, or interfering with employees, supervisors, or the public.

26.5 In explanation, but not in limitation, the occurrence of the following actions may, pending a hearing for suspension and shall become a regular part of the employees' file; incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of tenants or the public, neglect of duty, absent without leave, misuse or abuse of AUTHORITY property, disorderly conduct, chronic or flagrant absenteeism or any other act of similar nature.

26.6 Failure to issue a reprimand, or make use of disciplinary action, including suspension, as indicated above in any one instance, does not constitute a waiver of the right to use disciplinary action in any other instance.

## TERMINATION

- 26.7 In explanation, but not in limitation, AUTHORITY may terminate the employment of employees for incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of tenants, or the public, neglect of duty, absent without leave, leaving the job assignment premises during working hours without AUTHORITY permission or for willful and persistent violations of the rules and regulations of AUTHORITY, or for other good and just cause.
- 26.8 In case of immediate suspension or discharge, the employees have a right to have their steward present and, upon request, shall be permitted to discuss their suspension or discharge with the steward in an area made available by AUTHORITY, before they are required to leave the premises. Employees who are suspended or discharged shall be given a written notice with a copy to UNION, stating the reason for the disciplinary action shall be reviewed through the Grievance Procedure. All discipline shall be for just cause.
- 26.9 AUTHORITY may establish reasonable rules regulating such hearings to which both parties shall be bound. If after the hearing by AUTHORITY, the employees are terminated by official action, the employees shall have the right to process the matter to arbitration.

## ARTICLE XXVII STRIKES-WORK STOPPAGES-LOCKOUTS

- 27.1 It is the intent of the parties to this Agreement that the procedure herein shall serve as the means for peaceful settlement of all disputes that may arise between them.
- 27.2 UNION, its officers and agents agree that during the term of this Agreement, there shall be no strikes, work stoppages, concerted "sick" leave, slow down in performance, suspension of work, or interruption of services or impeding of work. No officer or representative of UNION shall authorize, instigate, aid, encourage, suggest or condone any such activities. AUTHORITY agrees that there shall be no lockouts of employees in the bargaining unit during the term of this Agreement.
- 27.3 Failure of UNION to comply with the provisions of Section 27.2 may result in an action against UNION, and/or dismissal of employees involved in the activities prohibited by Section 27.2.

## ARTICLE XXVIII GRIEVANCE PROCEDURE AND COMPLAINTS

28.1

### SECTION I

UNION Steward shall be allowed nine (9) hours of paid time per calendar month to process grievances. DIRECTOR shall be notified before the Steward leaves the work

site. AUTHORITY and UNION encourages employees and supervisors to first discuss and attempt to resolve any complaints or differences orally, outside of the formal grievance procedure.

## SECTION 2

It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and AUTHORITY. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by AUTHORITY or UNION which tend to impair or weaken the grievance procedure are improper. A grievance is a dispute or difference between AUTHORITY and UNION, or between AUTHORITY and the employees concerning the interpretation and/or application of and/or compliance with ~~any provisions of this Memorandum, including any and all disciplinary actions, and when any such grievance arises, the following procedure shall be observed.~~

### Step 1.

UNION Steward, with the aggrieved employees, shall take up the grievance or disputed with the Supervisor, Public Housing Maintenance within ten (10) calendar days after the occurrence of the alleged violation and the grievance shall include the grievant name, classification date the grievance was filed in writing, date and time the alleged violation took place, a brief description of the incident, the articles and sections of this Agreement claimed to be violated and the specific remedy sought. The Supervisor, Public Housing Maintenance shall meet and attempt to resolve the grievance with the Steward and the employee within five (5) days after the Step 1 meeting.

### Step 2.

If the grievance is not satisfactorily settled at Step 1, it shall be presented in writing by the Steward to the Director of Operations within seven (7) calendar days after the receipt of the Supervisor, Public Housing Maintenance answer. The Director of Operations shall meet with the Local Business Representative and the Steward within five (5) calendar days after notice of the grievance has been appealed. The Director of Operations shall give a written answer to the Local Business Representative within seven (7) calendar days after the Step 2 meeting.

### Step 3.

If the grievance is not satisfactorily settled at Step 2, UNION may appeal the grievance to DIRECTOR in writing within five (5) calendar days after receipt of the Step 2, answer. DIRECTOR shall meet with UNION'S Grievance Committee on a regular monthly basis to discuss all Step 2 appealed grievances, when there are grievances to discuss. DIRECTOR shall conduct the monthly grievance meeting after regularly scheduled work hours. UNION Grievance Committee shall be composed of not more than two (2) employee representatives and one (1) non-employee representative of UNION. If the grievance is not settled at Step 3, DIRECTOR shall issue a written answer within seven (7) calendar days after the Step 3 meeting.

Step 4.

If the grievance is not satisfactorily settled at Step 3, UNION may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the grievance to arbitration. UNION shall notify the American Arbitration Association and AUTHORITY at the same time of its intent to appeal the grievance. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be borne equally by AUTHORITY and UNION. Furthermore, the aggrieved employees, their Steward, and any necessary witnesses shall not lose any regular straight time pay for time off while attending an arbitration proceeding.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievance as to the interpretation and/or application and/or compliance with the provisions of this Memorandum, including all disciplinary actions and in reaching their decision, the arbitrator shall have no authority; (1) to add or subtract from or modify in any way any of the provisions of this Memorandum; (2) to ~~pass upon issues governed by law; (3) to make an award in conflict with law; (4) to award back pay except in grievance involving disciplinary discharge or disciplinary layoff.~~ Each claim for back wages shall be limited to the amount of wages the employees should otherwise have earned on the job less any income received by the employees in place of their former AUTHORITY employment and unemployment compensation. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

The grievance procedure set forth in the Memorandum shall be the exclusive method of reviewing and settling disputes between AUTHORITY and UNION and/or between AUTHORITY and employees, and all decisions of arbitrators consistent with Step 3 and all decisions and all pre-arbitration settlements reached by AUTHORITY and UNION shall be final, conclusive, and binding on AUTHORITY, UNION and the employees. Provided that a grievance may be withdrawn by UNION at any time and the withdrawal of any grievance shall not be prejudicial to the decisions of the parties as they relate to that grievance or any future grievances.

A policy grievance which affects a substantial number of employees may initially be presented by UNION at Step 2 of the Grievance Procedure shall, unless extended by mutual written agreement of AUTHORITY and UNION, be binding. If AUTHORITY fails to timely respond under the terms of the Grievance Procedure, the grievance shall be granted in accordance with the relief requested. Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays, or holidays.

#### ARTICLE XXIX

#### AGREEMENT TO USE NON-BARGAINING EMPLOYEES

- 29.1 It is agreed between AUTHORITY and Local #171, Carpenters and Joiners Union that: Prior to the effective date hereof, various agreements have been entered into from time to time and except as such prior agreements have been incorporated herein, such agreements are terminated.
- 29.2 This document shall be recognized as containing all agreements in existence between UNION and AUTHORITY.

29.3 If any portions or provisions hereof are found to be contrary to law, such portions or provisions shall become void without affecting the balance of the agreement and in such event the parties shall immediately renegotiate that provision which is void.

29.4 This Agreement shall be effective as of the **first** day of September, 2010 and shall remain in full force and effect until August 31, 2013. This Agreement can be extended for an additional year by the mutual agreement of the parties on the terms set out within this Agreement in Exhibit 1- Pay Scale Schedule.

ARTICLE XXX  
SUCCESSOR CLAUSE

30.1 This Agreement shall be binding on the parties hereto and their assigns. In the event the ~~entire operation or rights are transferred or leased to any privately owned entity or individual, such operation or rights shall continue to be subject to the terms of this Agreement.~~ Nothing in this Agreement shall alter the rights of the United States Department of Housing and Urban Development pursuant to Federal Regulations or existing contracts with Authority.

30.2 AUTHORITY shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operations covered by this Agreement or any part thereof.

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

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

II. DEFINITIONS.

a) AUTHORITY Property - The term "AUTHORITY Property" as used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by AUTHORITY. Construction job sites for which the company has responsibility are included.

b) Prohibited Substances- Prohibited substances include all illegal drugs (including controlled substances, in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. section 812), and as further defined by federal regulations-21 C.F.R. sections 1300.11 through .15, look alike drugs and designer drugs) and alcoholic beverages in the possession of or being used by an employee on the job.

- c) Employee- Individuals, who perform work for AUTHORITY, including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- d) Accident- Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employees, contributed as a direct or indirect cause.
- e) Incident- An event which has all the attributes of an accident, except that no harm was caused to person or property.
- f) Reasonable Cause- Reasonable cause shall be defined as excessive absenteeism or tardiness, slurred speech, alcohol smell, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

~~g) Under the Influence of a Prohibited Substance-"Under the influence of a prohibited substance" as used by this policy, means the following:~~

- 1) Alcohol- Blood alcohol level of .08, as measured by blood or breath tests.
- 2) Other Prohibited Substances- Positive results over the following thresholds for urine testing.
  - a) Marijuana- 50 ng/ml initial screen
  - b) Cocaine- 300 ng/ml initial screen 150 ng/ml confirmatory test
  - c) Opiates- 300 ng/ml initial screen and confirmatory test
  - d) phencyclidine- 25 ng/ml initial screen and confirmatory test
  - e) Amphetamines- 700 ng/ml initial screen
  - f) Barbituates- 200 ng/ml initial screen
  - g) Benzodiazepines- 200 ng/ml initial screen
  - h) Methadone- 300 ng/ml initial screen
  - i) Methaqualone- 300 ng/ml initial screen and confirmatory test
  - j) Propoxyphene- 300 ng/ml initial screen and confirmatory test

III. DRUG/ALCOHOL TESTING. The parties to this policy and program agree that under certain circumstances, the AUTHORITY will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program; it may be necessary to require testing under the following conditions:

- a) A pre-employment drug and alcohol test may be administered to all applicants for employment;
- b) A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to notify his or her on site representative and/or Union Business

Representative of the impending test and request either person to be present. The AUTHORITY will request drug/alcohol testing during working hours only. The drug/alcohol testing itself may extend past the schedule of working hours.

- c) Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;
- d) Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a 1-year period;
- e) Employees may also be tested on a voluntary basis.

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

~~Drug testing will be conducted by an independent accredited laboratory (National Institute on drug Abuse and/or college of American Pathology), which is jointly selected by AUTHORITY and the UNION.<sup>1</sup> The testing may consist of blood, breath, or urine tests, as required. In the case of a positive test result, the employee shall have the opportunity to contest the result by having an appropriate portion re-tested at an independent accredited laboratory selected by the employee from those listed below.~~

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

#### IV. TESTING PROCEDURES

- 1) All samples for testing will be taken by appropriately qualified personnel (e.g. medical personnel for drawing blood).
- 2) To the greatest extent possible, the privacy of the employee will be preserved while the sample(s) to be tested are taken. However, some precautions will help to ensure that pure specimens are obtained. When urine samples are collected, the following procedures should be observed:
  - a) There shall be no visual observation of the act of urination unless there is no other practical alternative to ensure genuine collection of the employee's specimen

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<sup>1</sup> Smith-Kline Laboratories, 6180 Halle Drive, Valley View, OH 44125

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

- b) If the person at the collection site does not know the employee to be tested, some form of photographic identification will be required or identification by a supervisor at the collection site;
  - c) The person at the collection site will ask the employee to remove unnecessary garments such as coats and jackets and to leave personal belongings such as purses and bags with the other garments. The employee may retain his or her wallet;
  - d) The employee shall be instructed to wash and dry his or her hands prior to urination;
  - e) The employee may provide his or her specimen in the privacy of a stall or partitioned area;
  - ~~f) Bleuing agents shall be placed in the toilet so that the water always remains blue. No other water source should be available; and~~
  - g) The person at the collection site shall remain outside the stall until the employee hands that person the container with the specimen inside (minimum of 60 milliliters). The specimen shall be visually inspected for signs of contamination;
- a) Regarding both urine and blood samples, the following procedures will be observed;
- b) The specimen container shall be immediately sealed and labeled by the person at the collection site, in the presence of the employee. The label shall contain only an identification number and the date, and shall be initialed by the employee;
  - c) The identification number will be entered into a ledger, which will then be signed by the employee and the person at the collection site;
  - d) A chain of custody form will be completed by the person at the collection site and initialed by the employee;
  - e) The chain of custody form and the specimen should be immediately shipped to the laboratory;
  - f) Appropriate security measures will be taken at the collection site.
- 3) Initial testing of a urine sample shall use an immunoassay. All samples identified as positive shall be confirmed by gas chromatography/mass spectrometry (GC/MS).

4) Reports shall be made in writing and sent to the single person designated by AUTHORITY. In the case of urine testing, only those specimens which showed positive results on both initial screening and the confirmatory test shall be reported as positive. The completed chain of custody form shall accompany any positive report, and copies of analytical reports shall be available to the employee and AUTHORITY.

5) Samples shall be properly stored at all times. All reported as positive will be stored frozen for at least three hundred and sixty five (365) days or longer if requested by employer or employee depending on the laboratory's availability to accommodate these storage periods.

6) All handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

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## V. CONFIDENTIALITY

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a) All parties to this policy and program have only the interests of employees in mind. Therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, AUTHORITY will make every reasonable effort to return you to work upon your recovery. AUTHORITY will also take action to assure that your illness is handled in a confidential manner.

b) All actions taken under this policy and program will be strictly confidential and disclosed only to those with a "need to know" within AUTHORITY.

c) No test results will be disclosed to persons outside the AUTHORITY or the UNION except in response to a subpoena.

d) The persons with a "need to know" are designated as follows:

AUTHORITY'S DIRECTOR

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## VI. RULES-DISCIPLINARY ACTIONS-GRIEVANCE PROCEDURES

1) Rules. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- a) Use, possess, dispense or receive prohibited substance on or at the job site;
- or
- b) Report to work while under the influence of a prohibited substance.

2) Discipline. When AUTHORITY has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the

test results prove negative, the employee shall be reinstated with back pay. In other cases:

- a) Applicants testing positive for drug use will be suspended from consideration for a period of two months, and may be considered upon re-application if he or she can demonstrate meaningful participation in a rehabilitation program following the positive drug test.
- b) Employees will be required to cooperate with testing procedures required consent and chain of custody forms as a condition of continued employment or will otherwise be terminated.
- c) Employees found in possession of drugs will be subject to discipline provided by subsection (e) of this section.
- ~~d) Employees found to be under the influence of a prohibited substance, including alcohol, while on duty or operating a company vehicle shall be subject to discipline as provided by subsection (e) of this section.~~
- e) The following stages of discipline shall be imposed:
  - 1) On the first violation of this policy, the employee shall be suspended up to five (5) days and shall be required to demonstrate meaningful participation in a rehabilitation program as a condition of further employment.
  - 2) On the second violation of this policy, the employee shall be suspended for up to six (6) weeks without pay and shall be required to complete a further rehabilitation program as a condition of further employment.
  - 3) On the third violation of this policy, the employee shall be terminated.
  - 4) In designated safety-sensitive positions, the first violation may result in discipline as described in subsection (2), and the second violation may result in termination. The following positions are designated as safety-sensitive: \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_ .

### 3. Prescription Drugs.

Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, AUTHORITY will consult with you and your physician to determine if a re-assignment of duties is necessary. AUTHORITY will attempt to accommodate your needs by making an appropriate re-

assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

4. Sale and Distribution. Any sale and/or distribution of a prohibited substance on AUTHORITY property is grounds for immediate termination.

5. All aspects of this policy and program will be subject to the grievance procedure of the applicable collective bargaining agreements.

#### VII. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

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

If treatment necessitates time away from work, AUTHORITY shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug test without prior notice for a period of one (1) year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

VIII. NOTIFICATION. This policy will go into effect one month after its announcement to current employees. All applicants will be informed of the policy. All employees will be required to sign a form indicating their consent to the terms of this policy and testing procedure as a condition of employment which form is attached hereto as Exhibit A.

#### ARTICLE XXXII CONTRACT WAGE RATES

32.1 The parties agree that the wage rates set forth in the agreements shall be increased by one and one half percent (1½%) effective November 1, 2010, one and one half percent (1½%) effective November 1, 2011, and one and one half percent (1½%) effective November 1, 2012. The 1 ½% increase is based on the COLA rate currently being paid.

Classification	Rate Effective Nov. 1, 10	Rate Effective Nov. 1, 11	Rate Effective Nov. 1, 12
Lead Carpenter	23.01	23.47	23.47
Carpenter	22.8709	23.2139	23.5621

Effective November 1, 2007 all new hires in the above classifications will be paid according to the following schedule:

Classification	Rate Effective Dec. 1, 07	Rate Effective Dec. 1, 08	Rate Effective Dec. 1, 09
Lead Carpenter	20.25	20.66	20.66
Carpenter	19.15	19.53	19.53

Informed  
July 11-22-11

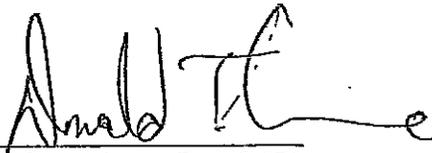
ARTICLE XXIII  
DURATION

33.1 In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in paragraph 29.4.

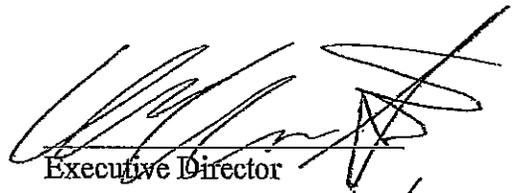
ARTICLE XXXIV  
ATTACHMENTS

34.1 Any Agreements and Amendments made between AUTHORITY and UNION at the expiration of this Agreement may become an attachment.  
In witness whereof, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

FOR UNION

  
Business Agent Local 171

FOR AUTHORITY

  
Executive Director  
7/24/11

CONSENT FOR ALCOHOL AND DRUG TESTS

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

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

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

~~It is agreed that upon request I will be furnished results of tests performed on my body fluids (\*)~~ specimen by the testing laboratory. The testing laboratory is only authorized to confirm, to the employer designated above, whether test results are POSITIVE or NEGATIVE in accordance with the predetermined threshold levels.

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

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

CONSENT FOR ALCOHOL AND DRUG TESTS

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

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

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

It is agreed that upon request I will be furnished results of tests performed on my body fluids (\*) specimen by the testing laboratory. The testing laboratory is only authorized to confirm, to the employer designated above, whether test results are POSITIVE or NEGATIVE in accordance with the predetermined threshold levels.

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

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

ADDENDUM

YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY

OCTOBER 7, 1994

SUBJECT: Policy for filling temporary vacancy-Lead Carpenter Classification.

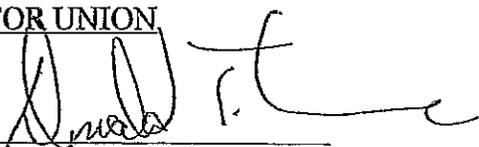
When a vacancy occurs within the classification of Lead Carpenter, the employee working in the Carpenter classification will be eligible to be assigned to the Lead Carpenter position, if at the time the vacancy occurs, the Carpenter employee has worked for the AUTHORITY for at least two (2) years. To fill the vacancy the Carpenter employee with two (2) years service will be assigned, as per article X of this Agreement.

~~If the Carpenter employee has not worked for the Authority for a two (2) year period, he/she will work under the direction of the Supervisor of Maintenance. This seniority clause will allow for an adequate period for the Carpenter employee to become familiar with the Housing Authorities' programs and properties.~~

The Lead Carpenter position will be filled, however, within twenty (20) days after the position is vacant, if the Carpenter position has at least two (2) employees. The most qualified employee in the Carpenter position will serve, with the Lead Carpenter classification and receive the compensation temporarily until the position is secured permanently, as per the agreement.

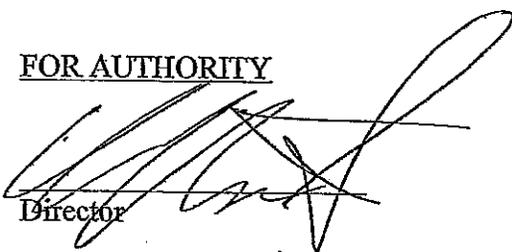
If for some reason no Carpenter employee wishes to advance into the Lead Carpenter position, or if no one is considered qualified, after receiving the opportunity to serve, then the Housing Authority will notify the Union that candidates for the vacancy will be considered. This process will be completed within a forty-five (45) day period.

FOR UNION

  
Business Agent Local 171

Date: 7-14-11

FOR AUTHORITY

  
Director

Date: 7/14/11