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AGREEMENT

between

MEDINA METROPOLITAN HOUSING AUTHORITY

and

OHIO COUNCIL 8, AFSCME LOCAL 265,
AFL-CIO

Effective: May 6, 2012

Expires: May 5, 2015

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PREAMBLE/PURPOSE

Section 1. The Medina Metropolitan Housing Authority having its place of business at Medina, Ohio, hereinafter referred to as MMHA, and Ohio Council 8 of the American Federation of State, County and Municipal Employees, and Local No. 265, hereinafter referred to as the Union, representing employees in the Maintenance Unit and Administrative Unit as hereinafter defined in Medina, Ohio and various locations throughout Medina County, Ohio.

Section 2. It is the intent and purpose of this Agreement to:

- a. Set forth all rights, benefits, wages, hours and other terms and conditions of employment for bargaining unit employees.
- b. Provide for orderly, harmonious, and cooperative employee relations in the interest not only of the MMHA and Union, but of the citizens of Medina County.
- c. Strive for efficiency, responsibility and economy in the accomplishment of the duties and functions assigned to the Authority.
- d. Provide for the peaceful and equitable adjustment of differences which may arise.

ARTICLE 1 -- MANAGEMENT RIGHTS

Section 1. The MMHA retains all management rights and functions it possessed prior to entering into this Agreement with the Union; nothing in this Agreement shall be construed to limit MMHA in any way in the exercise of the regular and customary functions of management and the operation of the Authority, except as may be specifically abridged, relinquished, or modified herein by an express provision of this Agreement. It is understood that such management rights includes, but are not limited to, the following:

- a. The right to hire new employees, evaluate / supervise and to direct the working force.
- b. To promote, demote, suspend, discipline, or discharge for just cause, transfer or layoff employees because of lack of work or funding, or for reasons of operational reorganization.
- c. Schedule the daily hours of work at the job sites which hours may be required to be changed from time to time.
- d. To establish, modify, consolidate, or abolish jobs (or classifications) and to determine staffing; including, but not limited to, assignment of employees, number employed, duties to be performed, and qualifications required in areas worked.

MMHA maintains the right to subcontract work customarily and traditionally performed by unit employees, to add new properties or programs, and to subcontract other work to the extent that business exigencies may require when such work cannot be practically or economically performed by unit employees; provided, however, such subcontracting shall not be done for the purpose of laying off employees or evading the contract.

Section 2. The Union recognizes and agrees that each employee must put forth a fair effort and perform as efficiently as possible and cooperate with MMHA efforts to assure a fair days' work. The Union further agrees it will support the MMHA in improving productivity, eliminating waste, conserving materials and supplies, improving the quality of workmanship, and strengthening goodwill between the MMHA and the employees.

ARTICLE 2 -- RECOGNITION

Section 1. The MMHA recognizes the Union as the sole and exclusive bargaining representative with regard to wages, hours, and any and all terms and conditions of employment for the bargaining units as certified by the State Employment Relations Board.

Section 2.

Unit A.

INCLUSIONS: All full-time and regular part-time clerical and technical employees.

EXCLUDED: All supervisory, managerial and confidential employees, including: Maintenance Director, Deputy Director, Director of Legal and Fiscal Affairs, Maintenance Manager, Program Manager, Housing Manager, Finance Manager, Executive Director, Accountant, Administrative Assistant, and Management Assistant – Finance.

Unit B.

INCLUDED: All full-time and regular part-time maintenance and service employees.

EXCLUDED: All Supervisory, managerial and confidential employees, including: Maintenance Director, Deputy Director, Director of Legal and Fiscal Affairs, Maintenance Manager, Program Manager, Housing Manager, Finance Manager, Executive Director, Accountant, Administrative Assistant, and Management Assistant – Finance.

Section 3. New Classifications.

- a. The establishment of new job classifications and resulting job descriptions is the function and responsibility solely of the MMHA.
- b. The parties mutually agree that if MMHA established a new bargaining unit position then Article 2, Section 3 (c), will control as to how the wage rate and the classification for the position shall become a part of the wage agreement.
- c. The MMHA has the right to establish new job classifications and will advise the Union in advance of any such changes. At the request of the Union, the parties agree to meet and discuss the changes. In the event of a dispute, the matter will be submitted to SERB for determination.

Section 4. Bargaining Unit Work. Employees excluded from the bargaining unit shall not be used for the purposes of depleting and/or eroding the bargaining unit or to deny bargaining unit employee's

benefits as provided under this Agreement, or for restricting bargaining unit expansion at future locations and sites owned by MMHA.

Section 5. Part-Time Employees. Part-time employees are those bargaining unit employees who are scheduled to work less than thirty (30) hours per week in positions designated as part-time positions. Part-time employees are subject to all provisions of this agreement, unless expressly excluded or modified in this section.

- a. The parties agree that part-time employees shall not be used for the purpose of eroding the bargaining unit.
- b. Seniority shall accrue for part-time employees on the basis of paid status; pay for any part of a day equals a day of seniority for a part-time employee.
- c. Vacation pay, sick leave and holiday pay will be prorated at 50% for part-time employees regardless of the number of hours they normally work.

ARTICLE 3 -- UNION SECURITY

Section 1. The Employer agrees to deduct membership fees, initiation fees, if any, or an equivalent amount or fee, as certified by the Union, on the basis of individually signed authorization cards.

Section 2. Such deductions shall be made for each bi-weekly pay, and the MMHA shall furnish the Union together with its check for Union deductions, an alphabetical list of all employees who have had deductions showing said deductions and the employee's social security number. Deductions shall commence in the month in which the MMHA receives such authorization card or in which said card becomes effective, whichever is later.

Section 3. The Union shall indemnify and save the MMHA harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reasons of action taken or not taken by the MMHA in reliance upon said authorization card furnished to the MMHA by the Union for the purpose of complying with this Article.

Section 4. Employees becoming members of the Union shall remain members of the Union for duration of this Agreement unless promoted to a position in which Union membership is not permitted, at which time Union membership will be terminated on the effective date of the promotion. Union members shall have thirty (30) to forty-five (45) days prior to the termination of this Agreement to submit "Union dues" revocations by presenting notice to the treasurer of the Union, who in turn will forward a copy of such dues revocation to the MMHA. The MMHA will not honor dues deduction (checkoff) revocations, except during that period. Such notice shall be signed and dated by the employee.

Section 5. P.E.O.P.L.E. Deductions. The Employer agrees to deduct voluntary contributions to the Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union, pursuant to the authorization card attached hereto as Exhibit "A". The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

Section 6. "Fair Share Fee". Effective upon the date that this contract is ratified by the parties, all employees in the Bargaining unit who sixty (60) days from the date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment. All employees hired after August 12, 2010, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment. The fair share fee shall be certified to the Employer by the Union. The Employer agrees to deduct the fair share fee in accordance with Section 4117.09 (c) of the Ohio Revised Code. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require written authorization for payroll deduction. A separate alphabetical listing of all names of employees who are being deducted a fair share fee shall be furnished to the Union and Ohio Council 8 as provided under Article 3, Section 7. The Employer shall notify each new employee at the time of hire of the right to join the Union, or their obligation as a condition of employment to payment of the fair share fee as indicated above.

The Union shall indemnify and save MMHA harmless against any and all claims, damages, suits, and other forms of liability that might arise out of action taken or not taken by the MMHA upon said authorization card furnished to the MMHA by the Union or upon any notice furnished the MMHA by the Union for purpose of complying with this Article.

Section 7. Remittances. Payroll deductions under Sections 1 and 6 shall be submitted to the Union in a single check on or before the tenth (10th) business day following the payroll deductions. Payroll deductions under Section 5 shall be by a separate check. Checkoff lists under Sections 2, 5, and 6 shall be submitted at the same time as the checks.

Section 8. Direct Deposit. The parties agree to direct deposit of payroll checks.

ARTICLE 4 -- UNION REPRESENTATION AND STEWARDS

Section 1. Employees selected or elected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration Procedure of this Agreement, shall be known as stewards and each steward shall have an alternate steward who shall be recognized and be permitted to act as steward only when the regular steward is absent from work.

Section 2. Representation. Stewards shall represent all employees within the bargaining unit regardless of classification.

In order to better inform and describe to Union employees the nature of the relationship between MMHA and the Union for both the efficiency of the agency and best interests of the employees, the parties agree to the following:

- a. That newly hired bargaining unit employees be given a written summary of Agency/Union benefits at the date of hire;
- b. That newly hired employees be provided at the date of hire with information on how to get any related questions answered;
- c. That a contract book and Agency/Union benefit information be provided to bargaining unit employees at orientation, or on starting of employment;

- d. That orientation be mandatory for all new bargaining unit employees.
- e. That a bargaining unit Representative shall be permitted to address new employees hired to fill bargaining unit positions during the orientation with management representatives present for up to 30 minutes.

Section 3. Notification. Prior to being recognized, the Union will furnish the Executive Director or designee with a list of names in writing of all the Union stewards and alternate stewards and the areas for which they shall function.

Section 4. Grievance Investigation.

- a. The Union President or Grievance Chairperson shall be permitted a reasonable amount of time, without loss of pay, to investigate and process advanced grievances referred to them; generally, advanced grievances shall mean grievances at the Step 3 level.
- b. Union President or Grievance Chair Person shall be allowed up to two (2) hours per week, without loss of pay, to investigate grievances at the Step 2 level. Union President or Grievance Chair Person shall have reasonable time without loss of pay to investigate and process Step 1 grievances and also to process grievances at Step 2.
- c. The Union President or Grievance Chairperson engaged in such Union activity during working hours must inform their supervisor and receive permission before leaving their regular work area, and then inform their supervisor upon returning to work; such permission shall not be unreasonably withheld. Time spent for Union activity or grievance handling shall be accounted for.
- d. Time lost from work for said Union activity will be counted as time worked for purposes of computing overtime. If Union representatives actually require more than two (2) hours per week to investigate Step 2 Grievances, they shall request such time from the Executive Director or designee and permission for such additional time shall not be unreasonably withheld.
- e. Union Representatives shall not cause an adverse interruption of normal work duties of other employees when meeting with a grievant and/or conducting Union business.

Section 5. Union Officer Business.

- a. The Union President and/or Grievance Chairperson shall be permitted at the discretion of the Executive Director reasonable time during working hours without loss of pay to meet with a Council 8 representative and MMHA representatives concerning provisions of this Agreement provided, however, there must be an appointment made with the Executive Director or designee and advance notice must be given for such meetings. Any such meeting shall not unreasonably interfere with operations of MMHA.
- b. At the discretion of the Executive Director, the Union President or one employee shall be permitted, without pay, three (3) days to attend the Ohio Council 8 and five (5) days to attend the International Union Convention.

Section 6. If the MMHA considers that the Union is abusing the time and/or the use thereof permitted for Union business under this Article, a staff representative of Council 8 and the Executive Director or designee will meet upon request to solve the problem.

Section 7. No more than one (1) employee representative (President or Grievance Chairman) shall be involved in a pre-disciplinary or disciplinary conference. In addition, a Council 8 representative may also attend.

ARTICLE 5 -- STRIKES, WORK STOPPAGES AND LOCKOUTS

Section 1. It is the intent of the parties to this Agreement that the procedures herein shall serve as the means for peaceful settlement of all disputes that may arise between them so that the customary services of the agency shall not be interrupted or impeded.

The Union agrees that during the term of this Agreement, there shall be no strikes, work stoppages, concerted use of "sick" leave or other interruption impending or concerted refusal of work.

No officer, representative, or member of the Union shall participate in, authorize, instigate, aid, encourage, suggest, sanction or otherwise condone any such activities.

Section 2. The MMHA agrees that there shall be no lockout of employees in the bargaining unit during the term of this Agreement.

Section 3. The Union President shall publicly denounce such activity and notify any Union representative, officer or member to immediately cease such activity.

Section 4. Any employee found to be in violation of this Article may be subject to disciplinary action.

ARTICLE 6 -- NON-INTERFERENCE

Section 1. Neither the MMHA nor the Union shall interfere with the rights of bargaining unit employees to become or not to become members of the Union.

ARTICLE 7 -- GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Should any grievance arise between MMHA and an employee or a group of employees concerning the interpretation and/or application of, or compliance with, any express provisions of this Agreement, including disciplinary action, such grievance shall be processed as described below.

Section 2. An important purpose of the grievance procedure is to promote harmonious relationships. With this end in mind, employees and supervisors are encouraged to first discuss and resolve any complaints or differences orally, outside the formal terms and provisions of the grievance procedure listed below. Differences that cannot be solved may be considered a grievance. All grievances that are processed shall be specific as to the grievance, the alleged violation of the contract, the date and time of the alleged violations and the relief or remedy requested. MMHA agrees to equal specificity in responses to grievances, including contract Sections where applicable. Grievances shall be processed in the following manner.

Step 1.

- a. An employee who has a grievance will take it up orally with his or her supervisor. The employee will identify the discussion as a 1st step grievance discussion, and the supervisor shall answer the employee's grievance within five (5) working days after the grievance is presented to him/her. A steward must accompany the grievant at this step in order to initiate the grievance.
- b. A steward having an individual grievance in connection with his own work may ask for any member of the Grievance Committee to assist him in adjusting the grievance with this immediate supervisor.
- c. The Chairman of the Grievance Committee will not participate at the Step 1 level of the Grievance procedure except in those cases where the grieving employee(s) is a steward.
- d. No grievance will be considered later than seven (7) calendar days after the occurrence giving rise to the grievance, provided, however, an employee on vacation or approved short term leave of absence on the date of such occurrence may file a grievance within seven (7) calendar days after he returns to work. For purposes of this Section, "short-term" leave is defined as an approved leave of absence of thirty (30) days or less.

Step 2.

- a. If the grievance is not satisfactorily settled at Step 1, the grievant may within five (5) working days after receipt of the Step 1 answer, have his grievance reduced to writing and filed by the steward on the grievance form, setting forth the details of the grievance (specifically, the facts upon which it is based, the time of occurrence, the relief or remedy requested, and the section or sections of this Agreement alleged to have been violated), dated and signed by the employee and his steward.
- b. The Director or their designee shall meet with the steward, the aggrieved employee, and any designated member of the Grievance Committee, together with the employee's Supervisor/Manager to review the matter within five (5) working days after the grievance has been filed and shall provide a written answer to the Chairman of the Grievance Committee with a copy sent to the aggrieved employee within five (5) working days after such hearing.

Step 3.

- a. If the grievance is not satisfactorily settled at Step 2, the Union may, within five (5) working days after receipt of the Step 2 answer, appeal in writing to the MMHA Executive Director or designee, who shall conduct a conference within five (5) working days of the receipt of the appeal, to seek a resolution of the grievance. Said conference shall include the grievant(s), the Chairperson of the Grievance Committee, the Union President (or designee if he is unavailable), the Department Head and/or supervisor, and such witnesses and or written statements as the Executive Director or designee considered necessary to arrive at an answer.

- b. Any grievance initiated by action of the Finance Department personnel may be brought initially to Step 3 of the grievance procedure by the Union and the previous grievance steps shall be considered waived.
- c. The Executive Director or designee shall give his answer to the Chairman of the Grievance Committee in writing with a copy to the aggrieved employee within five (5) working days after such conference. The Regional Director or a specified member of his staff may attend any Step 3 conference.

Grievance Mediation:

If the parties mutually agree to submit a grievance to mediation, the party requesting grievance mediation shall contact the Federal Mediation and Conciliation Service and thereafter the parties shall select a mediator in accordance with FMCS rules and procedures.

Each party may have up to two (2) representatives in addition to the grievant unless mutually agreed otherwise, as participants in the mediation effort. Persons representing the parties will be vested with full authority to resolve the issues being considered. Either party may terminate the mediation at any time.

The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. No oaths will be administered and no verbatim record of the proceeding will be taken. The formal evidence rules will not be applied. The mediator may employ all of the techniques commonly associated with mediation including private caucuses with the parties. Written materials presented to the mediator will be returned to the submitting party at the conclusion of the mediation meeting.

Mediation efforts will be informal in nature and will not include written opinions or recommendations from the mediator. In the event the Union appeals to binding arbitration a grievance that has been mediated, there will be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in mediation conference may be used against it in arbitration.

At the mediation conference, the mediator will first seek to help the parties in reaching a mutually satisfactory settlement of the grievance that is within the parameters of the collective bargaining agreement. If the Union and the MMHA reach a settlement, the parties will enter into a settlement agreement at the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.

The dates, time and place of a mediation session will be determined by mutual agreement of the parties. Each party will designate a representative responsible for scheduling mediation sessions.

The parties will share fees and expenses for grievance mediation equally.

Step 4. If the grievance is not satisfactorily settled at Step 3, it may be submitted for arbitration upon request of the Union in accordance with Section 3 of this Article. Any request for arbitration by the Union must be made in writing and received by MMHA within fifteen (15) working days after the Step 3 written reply has been issued and received by the Union

Policy Grievance. A policy grievance which affects all or a substantial group of employees, and arising from the same event or set of facts, may be initially presented by the Union itself at Step 3 of the grievance.

Procedure. Any such grievance may not be presented later than seven (7) calendar days after an employee could have been expected to have knowledge of the event upon which the grievance is based.

- a. Grievances involving the discharge of an employee, or any other running back-pay liability case, may be brought initially to Step 3 of the Grievance Procedure.

Section 3. Arbitration Proceedings.

- a. Should any grievance not be settled satisfactorily at the third step, the Union may, within thirty (30) calendar days of the receipt of the third step answer from the MMHA, submit a request for arbitration to the MMHA Executive Director, or the director's designee, and at the same time submit a written request to the Federal Mediation and Conciliation Services for an arbitration panel comprised of seven (7) arbitrators. The Executive Director, or the designee, shall be furnished a copy of the arbitration panel request. The arbitration shall be selected from this panel within fifteen (15) days by the parties by any mutually agreeable method chosen by the parties, which would normally involve the alternate striking method. The expenses of the Arbitrator's services and proceedings shall be borne equally by the Union and the MMHA.
- b. The Union must proceed to an arbitration hearing within five (5) months of submitting a request for arbitration to the MMHA on all grievances that involve back pay. The Union may request a continuance of a hearing scheduled within the five (5) month time period, but cannot reschedule an arbitration hearing beyond the nine (9) month time period. Failure to comply with the time periods by the Union shall render the grievance non-arbitrable and the matter shall be considered resolved with the third step response.
- c. The Arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some expressed term or provisions of this Agreement, shall decide the same in accordance with the expressed terms thereof, and shall not have the power to add to, subtract from, or modify such expressed terms.
- d. All decisions of Arbitrators consistent with their jurisdiction, power and authority as set forth herein and all pre-arbitration grievance settlements reached by the Union and the MMHA shall be final, conclusive, and binding on the MMHA, the Union, and the employee(s).

Section 4. Time Limits.

- a. The time limits provided for in this Article may be extended by mutual agreement between the MMHA and the Union in writing. "Working days" as used in this Article shall not include Saturdays, Sundays or Holidays. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under the Agreement.
- b. Failure by the MMHA to provide a timely answer at Steps 1, 2 or 3 shall entitle the Union to submit the grievance to the next step of this procedure. Unless provided elsewhere in this Agreement, no retroactive relief or action for any period prior to the beginning of the seven (7) calendar days under which the grievance might be brought and considered will be requested or granted. However, under no circumstances may retroactive relief or action be requested or granted prior to the effective date of this agreement.
- c. The Union may withdraw a grievance from any step of the grievance procedure. The Union's withdrawal of a grievance shall be without prejudice unless the Union has demanded arbitration.
- d. Any disposition of a grievance between the MMHA and the Union shall be final, conclusive and binding on the MMHA and the Union and the employees.

Section 5. Union representatives and employee witnesses shall not lose pay for time in grievance and/or arbitration proceedings; provided, however, the Union agrees that such witnesses will only include witnesses whose testimony is relevant to the particular matter at issue, and the Union shall not be arbitrary in the number of witnesses called.

ARTICLE 8 – SENIORITY

Section 1. Definition. Seniority is an employee's uninterrupted length of continuous service with the MMHA compiled by time actually on the MMHA payroll, including any approved leaves of absences, unless specified otherwise in other Articles of this Agreement. Newly hired probationary employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire.

Section 2. Seniority Posting. The MMHA shall post a copy of the seniority list showing the seniority of each employee listed by job title, and unless an employee makes objection thereto within ten (10) working days on which the employee has been at work after the list is posted, he shall not thereafter be permitted to question his seniority as listed thereon until the next required revision or updated every hundred (100) days with copies being furnished to the Union at such time. The list shall be posted on each unit bulletin board.

Section 3. Seniority shall accrue during sick leave, paid or unpaid.

Section 4. Loss of Seniority. An employee shall lose all seniority rights and rights to continued employment for any one or more of the following reasons:

- a. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
- b. Voluntary resignation.
- c. Discharge for cause when such discharge is not reversed by way of the grievance and arbitration procedures.
- d. Failure to give notice of intention to report and/or failure to report for work when recalled from layoff (an employee shall be deemed to have failed to report for work if he does not report within five (5) working days after the mailing of a letter of recall by certified mail, return receipt requested, unless due to actual illness or accident and the employee so notifies the MMHA; the MMHA may require substantiating proof of such illness or accident). It shall be the employee's responsibility to provide the MMHA with his proper address and telephone number for purposes of such notification.
- e. Layoff for a continuous period of more than twenty-four (24) consecutive months or the employee's seniority, whichever is greater, provided the employee can demonstrate his employability.
- f. An employee does not lose seniority in the event of absence due to an MMHA job-related Workers' Compensation illness or injury. In the event the Workers' Compensation illness or injury is not related to MMHA employment, the employee's seniority will terminate after the continued benefits for FMLA leave expire.
- g. In the event an employee retires on disability retirement under OPERS or Social Security, such employee maintains seniority at the time of retirement with the MMHA for a period of five (5) years.
- h. Failure to report off for three (3) consecutive work days, unless the employee can verify that conditions made it impossible for him to report off during this period.
- i. Failure to report to work on the first day following the expiration of an approved leave of absence, unless a satisfactory reason is given.
- j. The making of a materially false statement on the employment application or false statement in obtaining or renewing a leave of absence, providing the Employer acts within a reasonable time after learning of the falsification

Section 5. Notification. The MMHA shall furnish the Union a notification of new hires into the bargaining unit including temporary employees, seasonal employees, casual employees and student employees within fifteen (15) days of the employee's hire date. Such notification shall contain name, classification, hire date, rate of pay and location. (The MMHA shall also furnish the Union notification of termination of an employee within fifteen (15) days of such termination. Termination shall be interpreted as voluntary and/or involuntary termination of employment. Such notice shall contain name, classification, location and date of termination). The MMHA shall furnish the Union notification of all other new hires on the first of each month.

ARTICLE 9 -- PROBATIONARY PERIODS

Section 1. New employees will serve an initial probationary period upon hire of six (6) months. During this probationary period, these new employees may be discharged from employment at any time and such action shall not be subject to the grievance or arbitration procedure. New employees are not eligible to bid on promotional opportunities or transfer during this first twelve (12) months of employment without the written approval of the Executive Director.

Section 2. Employees who are promoted or who transfer into a new position will have a trial for a reasonable period of time on their new job, depending on the job concerned, generally not to exceed forty-five (45) actual work days unless more time is mutually extended by the Union and MMHA in writing. If the successful bidder to a higher paying job fails thereafter to qualify during the trial period, the employee has the right to revert to the employee's former job and this right shall in turn apply to others who change jobs as the result of that promotion. If a surplus exists, the employee with the least seniority and who is also the least qualified will be laid off. The parties agree that an actual work day is a day on which the employee is present for work and is not absent due to a holiday, vacation day, sick leave or other reasons. Promotions will apply only to transfers between, and not within, job title tiers within the bargaining unit.

The Employer may hire temporary employees during any trial period.

Section 3. All new employees will be provided a formal orientation program appropriate to their job classification to be scheduled on a quarterly basis as needed.

ARTICLE 10 -- WORK RULES

Section 1. The Employer shall have the right to promulgate reasonable rules and regulations necessary for the orderly and efficient operation of the Authority. Such rules and regulations shall not conflict with the express terms of this Agreement.

Said rules and regulations shall be posted on the MMHA bulletin boards at each applicable work location for a period of at least thirty (30) calendar days and a copy provided to the Union president for posting on all Union bulletin boards at least five (5) work days prior to implementation in which time the Union may request in writing to meet.

The Union has the right to challenge the reasonableness of any rule or regulation through the grievance procedure and/or conflict with the express terms of this Agreement.

ARTICLE 11 -- JOB DESCRIPTIONS

Section 1. The administration and operation of a job evaluation program including job descriptions and job classifications are the functions and responsibilities solely of the MMHA.

Section 2. If the parties mutually agree to the wage rate and the classification or if the matter is referred to arbitration, such wage rate and classification shall become a part of the wage agreement and the negotiated or determined rate, if higher than the rate established by the MMHA shall be applied retroactively to the date the employee started to work in that classification.

Section 3. If a new bargaining unit job classification is established by the MMHA, the MMHA shall notify the Union of its intent to establish such new job classification ten (10) calendar days before it institutes such new job classification and the wage rate shall be negotiated, for a period of thirty (30) days, unless extended by mutual agreement of the parties. If the parties cannot agree upon a proper wage rate, the MMHA may establish a wage rate and the Union may refer the matter to arbitration.

Section 4. The MMHA has the right to change existing job descriptions but will advise the Union in advance of any such changes. At the request of the Union, the parties agree to meet and discuss the changes. In the event of a dispute concerning wages, the matter will be submitted to arbitration hearing before a mutually agreed upon Arbitrator to be held within fourteen (14) calendar days of the submission. The Arbitrator shall issue a bench decision or written decision concerning only wages within seven (7) calendar days of the hearing. The arbitration shall be limited to wages only.

ARTICLE 12 -- CORRECTIVE ACTION PROCEDURE

Section 1. Corrective Action. No employee shall be discharged or disciplined without just cause. The degree of corrective action will depend on the nature and seriousness of the offense and the employee's past record of discipline and performance. Corrective action will normally be applied using the Corrective Action Report Form and will normally be applied in the following progressive manner:

Step 1. Verbal Counseling - Appropriate to initially inform an employee of undesirable performance and what is expected of the employee to improve.

Step 2. Written Corrective Action - Issued for repeated or more serious offenses. Counseling as well as clear expectations of desired behavior are provided to the employee at this step.

Step 3. Final Written Corrective Action - If employee has been issued a written warning and improvement has not taken place, a final written warning will be issued.

Step 4. Suspension - Specific circumstances may warrant suspension at any stage of corrective action.

Step 5. Dismissal - Specific circumstances where a history of previous progressive corrective actions have failed to correct the employee's behavior.

Offenses of a more severe nature may warrant advanced corrective action including immediate suspension or dismissal.

Section 2. Corrective Action Notice. All verbal and written notices dealing with corrective action shall state the type and amount of discipline imposed and the reasons for the actions being taken. The employee, the Union President and the Chairperson of the Grievance Committee will receive a copy of any such notices, within five (5) work days.

Section 3. Steward Requests. If the employees so requests, they shall have the right to their Union steward present during an investigatory interview, in which discipline against the employee is reasonably possible.

Section 4. Employee File. Any material placed in an employee's file which may adversely affect that employee's performance evaluation or job classification, shall be made known to the employee involved at which time the employee shall be given the opportunity to provide a written response and such response shall be placed in the file. An employee may review his official Personnel file with reasonable advance notice to management, but time lost from work shall not be permitted. A management representative shall be present. Employees shall not remove anything from the file but are permitted to initial and number the documents in the file.

ARTICLE 13 -- HOURS OF WORK AND OVERTIME

Section 1. Hours.

- a. The normal work week for employees covered by this Agreement shall be forty (40) hours, worked in five (5) consecutive eight (8) hour days, Monday through Friday. The weekly period begins Sunday, 12:01 a.m. and ends the following Saturday, 12:00 midnight.
- b. Work day shall be 8-1/2 consecutive hours, inclusive of 45-minute lunch (one-half hour unpaid: 15 minutes paid, in lieu of no scheduled paid breaks, (see (c) below)), as scheduled by management.

Except for emergencies, changes in regular starting and quitting time shall occur with reasonable notice to the Union.

- c. The Receptionist shall receive a 15-minute break, as scheduled by management. There shall be no scheduled break times for other employees except, that management acknowledges the need for employees to take "unofficial" breaks from time to time to attend to personal, non-working matters.

Section 2. Overtime.

- a. Overtime work shall only be performed and shall only be paid for when such overtime is authorized by the MMHA Executive Director or designee. Overtime must be authorized in advance.
- b. Overtime work may be necessary from time to time as determined by the MMHA Executive Director or designee. To the extent possible, the decision to accept overtime will be made by the employee. However, where insufficient employees are available to meet the operational demands of the agency, overtime work may be required, commencing with the least senior employee by classification. Employees shall not be required to work unreasonable amounts of overtime.

Section 3. Equalization of Overtime. MMHA shall make reasonable attempts to equalize overtime among qualified Bargaining Unit employees by department within classification.

Section 4. Call Back Pay. When an employee is notified by the MMHA to report for work after termination of his regular scheduled shift and he reports to work, he shall be paid not less than one (1) hour pay at the rate of time and one-half of his regular straight time hourly rate, (double time on holidays) regardless of the hours worked by the employee prior to call back.

Section 5. Pay Periods. Pay periods and/or paydays may be adjusted by the MMHA upon the execution of this Agreement in order to maintain a direct payroll deposit program for all bargaining unit employees. Employees who do not maintain an account at a financial institution shall be entitled to withdraw their payroll funds at the depository institution at no cost.

ARTICLE 14 -- PROMOTIONS AND TRANSFERS

Section 1. Promotional Postings. When there is a vacancy in an existing job, or a new job within the Bargaining unit, employees desiring to advance to a higher paying job title tier within the bargaining unit, shall do so as follows:

- a. Notice of a permanent vacancy or new job shall be posted on the MMHA bulletin boards for five (5) working days where employees are regularly assigned.
- b. During this five (5) day period, employees who wish to apply for the posted opening may do so. The bid application must be in writing, signed by the employee, dated and be submitted to the Executive Director or designee. Forms used for this purpose shall be provided by MMHA.

Open vacancies or new jobs being posted shall indicate the nature of the opening, the rate of pay, with the desired qualifications needed to perform the duties of said position. MMHA will provide the Union with a copy of the posting.

- c. The MMHA will provide each employee who bid on the posted position and was not selected a written notification within three (3) working days subsequent to the selection, listing the reasons why such employee was not selected for the posted position.

Section 2. Promotional Selection.

- a. The MMHA shall fill the opening from the qualified applicants who have the necessary skills and ability to perform the job and who make a timely application. The MMHA shall utilize the following criteria when selecting from qualified applicants; relative skills and abilities; work experience of a similar or related nature; related education and training programs; employee personnel file; seniority. If two (2) or more applicants are substantially equal in meeting said criteria, then seniority shall prevail. MMHA shall fill the position within a period of twenty (20) working days after the selection of a new hire or within twenty (20) working days after the bid period is closed for an existing employee.
- b. The MMHA will provide a notice to the Union showing the name of the employee, seniority date and classification, selected to fill the position or that no employee was

selected to fill the position. This notice shall be provided to the Union within two (2) working days subsequent to the decision to select or not to select an employee.

Section 3. Lateral Transfer Requests.

- a. Employees desiring to transfer laterally to openings at other units or locations within the MMHA, may submit a request in writing to the Executive Director or his designee during the posting period.
- b. A lateral transfer would include: a transfer within the same job title.
- c. The Union will be provided a copy of each transfer request within five (5) working days subsequent to the close of the posting period.

Section 4. Temporary Transfers.

- a. In connection with the efficient operation of the Authority and the direction of its working forces, the Employer has the right to temporarily transfer an employee from one unit or area to another, to fill in for vacations, to fill in for sick leave, for emergencies, at a manager's request, or because of a change in work priorities. Such transfers shall not exceed sixty (60) work days unless mutually agreed between the Union and Employer.
- b. An employee temporarily transferred to a classification job title in a lower pay grade shall be paid at the employees regular rate of pay for the duration of the transfer.

Section 5. Trial Period.

- a. Any applicant who is transferred under Promotional and Lateral Transfer Sections of this Article shall have a trial for a period of time not to exceed forty-five (45) work days unless more time is mutually extended by the Union and MMHA in writing. Failure to successfully complete the trial period will result in the return of the employee to his former position and this right shall in turn apply to others who were transferred /promoted under this Section. The Employer may utilize temporary workers to fill in during a trial period.

Section 6. Position Realignment.

- a. In the event the Employer decides it is necessary to realign a position, the MMHA and the Union shall meet to discuss such matter. If the parties cannot reach a mutually agreeable solution, the MMHA may transfer such affected employee to a permanent vacancy within the classification. Such affected employee may exercise seniority to displace the least senior employee within the employee's classification.

Section 7. Transfer Pay.

- a. An employee who is temporarily transferred to a higher pay grade shall be placed in the higher pay grade. An employee who is promoted to a higher pay grade shall be placed in the higher pay grade.
- b. To make application for the out of title pay, employees must complete the verification for the out of title pay form (*Exhibit ____*) and submit this form to their supervisor prior to the expiration of the next payroll period after they have performed the out of class work.
- c. Employees are not eligible to receive out of title pay for time spent in training. Training is not to exceed two (2) weeks without payment of out of title pay unless mutually agreed otherwise by the parties.
- d. Employees are not eligible to receive out of title pay unless the out of title work by the employee was approved in advance orally and in writing by a supervisor.

Section 8. Complaints Against MMHA.

In the event a complaint is issued against the MMHA by EEOC, HUD, OCRC, or the Department of Labor pertaining to racial composition of the personnel at a given location, the Union agrees, upon MMHA's request, to meet with representatives of MMHA and the appropriate agency issuing said complaint for the purpose of resolving such complaint.

ARTICLE 15 -- HOLIDAYS AND PERSONAL DAY

All full-time employees shall receive the following ten (10) paid holidays per year.

- | | |
|----------------------------------|---------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King's Birthday | 7. Veteran's Day |
| 3. President's Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Day after Thanksgiving |
| 5. Independence Day | 10. Christmas Day |

Section 1. A holiday falling on Sunday will be observed on the following Monday, and a holiday falling on Saturday will be observed on the preceding Friday.

Section 2. Employees scheduled to work on any of the holidays shall be paid 8 hours holiday pay plus 8 hours at their regular rate of pay for all hours worked.

Section 3. Holiday Sick Pay Eligibility To be eligible for holiday pay, an employee must work the last scheduled day before the holiday and the first scheduled day following the holiday, unless the employee is on pre-approved paid leave, the employee worked on the holiday, the employee has an FMLA-qualifying illness or injury, or the employee is under suspension. If the suspension period includes the

holiday, the suspension will be extended by that amount of time. The MMHA may require verification of illness regardless of length of the sick leave under such circumstances.

Section 4. Upon successful completion of the probationary period, each employee shall receive one (1) personal day, which must be taken in the calendar year or forfeited. Scheduling this day shall be done based on seniority and mutual agreement of the parties.

Section 5. Any part-time employee who works more than twenty (20) hours per week will be paid time and one-half for all work performed on the holidays.

ARTICLE 16 -- VACATIONS

Section 1. Employees who terminate their employment prior to attaining one (1) year of service shall not be entitled to any pro-rata vacation payout.

Section 2. Employees who were hired prior to 7-1-08 are eligible for vacation benefits shall receive vacation time off as follows:

<u>Days Accrued Annually</u>	<u>After Service of</u>
10 days	1 year
15 days	5 years
20 days	10 years
25 days	20 years

Section 3. Employees who were hired after 7-1-08 are eligible for vacation benefits shall receive vacation time off as follows:

<u>Days Accrued Annually</u>	<u>After Service of</u>
10 days	1 year
15 days	5 years
20 days	10 years

Section 4. Employees shall give at least one (1) week notice up to a nine (9) month maximum to immediate supervisor, in writing on designated forms, for approval or disapproval of vacation. The employee will be advised within a reasonable period of time, as to whether such request has been approved.

Section 5. Vacation leave shall be taken after the completion of one (1) year of employment and after it is earned and accumulated.

Section 6. Earned vacation time may be accumulated and carried over into the following year pursuant to the following schedule:

- a. For employees hired prior to July 1, 2007, subject to the sole discretion of the Executive Director or his designee, employees may carry-over up to two (2) times the annual leave earned in the current calendar year.
- b. For employees hired after July 1, 2007, employees may carry-over up to one (1) time the amount of annual leave earned in the current calendar year.

Section 7. Vacation time must be used in segments of not less than one (1) hour.

Section 8. Emergency Vacation Time

- a. An employee may use vacation time, up to a limit of three (3) days annually for emergency purposes. An emergency situation is one over which the employee has no control and requires immediate attention.
- b. The request for the use of vacation days for emergency leave shall be filed on the regular Certificate of Absence for Vacation form and shall be in not less than two (2) hour increments.
- c. The approval or non-approval of the use of an emergency vacation day will not be made arbitrarily but made upon the basis of information provided upon said form, and/or other documentation provided by the employee and/or requested by MMHA.

Section 9. Vacation Buyout. Employees who have completed one (1) or more years of service with the Authority shall, upon retirement from the Authority, receive compensation at their current rate of pay for all lawfully accrued vacation leave, up to their maximum allowable accumulation as set forth in Section 2 and 3 of this Article.

ARTICLE 17 – SICK LEAVE

Section 1.

All employees covered by this Agreement shall be entitled to sick leave, to be accrued at the rate of four and six-tenth (4.6) hours with pay for each completed eighty (80) hours of paid service or MMHA job related Workers' Compensation leave. All unused sick leave shall accumulate without limit.

Upon the approval of the Executive Director of MMHA or his duly designated representative, an employee eligible for sick leave shall be granted such leave with full regular pay for absence due to:

1. Personal illness, including pregnancy.
2. Injury.
3. Exposure to contagious disease which could be communicated to another employee.
4. Illness or injury in the employee's immediate family.

5. Death in the employee's immediate family.

Section 2.

- a. Sick leave of three (3) days or more may require medical verification upon the request of the MMHA.
- b. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include spouse, parent, mother, father, sister, child, stepchild living in the residence, grandparent, grandchild, mother-in-law, father in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parent, step-brother, step-sister, legal guardian, or other person who stands in place of a parent (in loco parentis).
- c. Sickness on the job must be verified by the supervisor when the employee remains absent part of one (1) day or goes home early from work. Illness shall also include medical, dental or optical examinations or treatment of the employee or a member of his immediate family when employee must accompany such member of the immediate family.

Medical appointments and examinations should be set to minimize absence from work.

Section 3. Call in Procedure in Case of Absence

- a. An employee who is unable to report to work, must have absence reported to the immediate supervisor prior to the start of the work shift.
- b. It is necessary to call each day, unless an employee, in the initial call stated he would be absent three (3) or more days; however, if a holiday or weekend intervenes, the employee must report off again on Monday, or the day after the holiday.
- c. If he stays away from work and does not telephone their immediate supervisor such absence may be considered an unexcused absence and he may forfeit pay for all the time during which he was absent from work
- d. The employee shall keep their immediate supervisor informed of the probable duration of the illness and the probable date of his return to work.
- e. In case of surgery or serious illness, the employee or a member of the immediate family is to notify their immediate supervisor of his condition, and probable duration of the absence. Following the first month of absence, such notification shall be made bi-weekly.

Section 4. Falsification of Forms. If it has been established that an employee has falsified or is otherwise misusing his sick leave privileges, he may be subject to disciplinary action up to and including discharge.

Section 5. Retirement Cashout. Upon retirement under OPERS, employees shall receive pay for their unused accumulated sick leave, in an amount not to exceed one quarter $\frac{1}{4}$ of first 960 hours, not to exceed 240 hours.

Section 6. Sick Leave Accounting. Employees shall receive an accounting of used and accumulated sick leave. Such accounting shall be furnished in writing to the employee.

Section 7. Funeral Leave.

- a. Each employee shall be entitled to not more than three (3) paid days of funeral leave upon the death of a member of the employee's immediate family.
- b. Additional days shall be chargeable to the employee's sick leave.
- c. For a person not a member of the immediate family, as defined below, time taken for funeral leave may be granted and charged to vacation time, or with no pay subject to the Executive Director's discretion.
- d. In the case of death in the immediate family, "Immediate family" shall be defined as: mother, father, spouse, child, natural or adopted or those the employee has raised, minor step-child residing with the employee, siblings, step-siblings, grandchild, grandparents, including those of spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian, or any other person standing in the place of a parent or grandparents or spouse.

Section 8. Transitional Light Duty Work.

- a. Employees who suffer an occupational injury or disease defined as a recognized compensable claim under Ohio Worker Compensation laws while performing their job duties for MMHA may be assigned, at the sole discretion of the Executive Director, to available transitional light duty positions, which are feasible for the employee to perform. Employees will receive their regular hourly rate for all hours worked by employees performing these transitional light duty functions.
- b. The light duty program is not permanent in nature and is intended to provide employee with light or restricted duty work while they transition back to their regular job and are recuperating from an occupational injury or disease. Light duty work will vary based on the physical restrictions of the employees participating in the program, and the amount of work available at the MMHA for employees with such restrictions. Employees may be required to perform non-bargaining unit work during this transitional program provided that the work is comparable to or of equal responsibility to work performed in bargaining unit classifications. The light duty transitional work program is not to exceed ninety (90) calendar days in duration for an employee, unless extended with approval of the Executive Director in writing.
- c. The light duty transitional work available to an employee will normally end when the employee's physician, or a physician for the Ohio Bureau of Workers' Compensation/Industrial Commission has certified the employee as able to return to his or her full regular job duties; the employee has reached maximum medical improvement; the employee is no longer eligible to receive lost time compensation from the State fund; the ninety (90) day period has expired; or the employee has been

terminated from employment, whichever occurs first. The MMHA reserves the right to restrict the number of light duty positions available, and their length, based on business needs. A light duty program is not available to employees who suffer from a non - occupational injury, disease or disability, unless approved by the Executive Director in writing.

ARTICLE 18 -- LEAVES OF ABSENCE

Section 1. Personal Leave of absence without pay is a discretionary leave and may be granted for a period up to 12 weeks in a rolling 12 month period at the discretion of the employee's director.

Section 2. Personal reasons include, but are not limited to:

- a. Enrollment in educational course work relating to the employee's position if the purpose of the leave is to further the employee's education in a field pertinent to that in which he/she is employed, providing the employee agrees to return to County service following the expiration of the leave, for a period of time equivalent to the leave. Such employees granted an educational leave must submit transcripts or proof of courses or training taken while on leave, as may be required by the department head or Director of Human Resources;
- b. Temporary relocation of a spouse;
- c. Charitable or religious mission;
- d. Family emergency of the employee's immediate family. For the purpose of this policy immediate family is defined to include the following relatives: his/her spouse, grandfathers, grandmothers, grandsons, granddaughters, fathers, mothers, step-fathers, step-mothers, sons, daughters, step-sons, step-daughters, brothers, sisters, fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, daughters-in-law, or sons-in-law and the spouses of any members of the employee's immediate family.
- e. Disabling illness, injury or condition. Such are limited to the period of time that the employee is unable to perform his/her duties.

Section 3. The approval of such leave shall largely depend upon the nature of the request, job performance, operational issues, specialization or critical nature of the employee's position, as well as the practicality of replacing the employee for a temporary period.

Section 4. A personal leave of absence shall not be given or extended within six months (6) after return from a leave.

Section 5. A bargaining unit employee who receives a leave of absence without pay shall be on leave from the classification held and, upon expiration of the leave of absence, may return to his/her former position only if it is vacant. If there are no vacancies in the classification upon the leave's expiration, the employee's name shall be placed on a layoff/recall list.

Section 6. ELIGIBILITY

- a. Satisfactory completion of twenty-four (24) months of continuous service within the department from which the leave is to be taken.
- b. Full time status.
- c. Only in cases where a personal leave of absence without pay involves a medical condition that has been certified by a qualified health care provider and the employee is either ineligible for FMLA or has utilized a FMLA entitlement, the employee must have exhausted all accrued personal leave, sick and/or vacation hours, i.e. the employee is required to have used all accrued paid leave, with the exception of compensatory time, prior to being considered for a personal leave of absence without pay under such circumstances.
- d. Approval of the employee's request by the responsible director.

Section 7. The following circumstances do NOT qualify for a personal leave of absence without pay:

- a. To accept other employment;
- b. To pursue an independent business venture;
- c. To complement or supplement any other leave of absence provision offered by the Employer except Sick Leave and, FMLA.

Section 8. PROCEDURE

- a. The employee must request an unpaid leave of absence in writing. The request must state both the reason as well as the dates for which the leave is needed, and include a doctor's report if the leave is needed for a disabling illness, injury or condition. The doctor's report must state the reason for the leave and its expected duration. If the leave is for a disabling illness, injury or condition, the employee must present a doctor's certification which states they can return to work without restrictions.
- b. The employee must provide their department head/supervisor with at least as fifteen (15) day advance written notice of the date they intend to return to work. Upon completion of the leave you will be returned pursuant to Section A of this policy. The employee may also end their leave early if the department so agrees.
- c. If the employee fails to report for work at the end of an unpaid leave of absence, he/she shall be removed from employment as having abandoned their job.
- d. If the employee is found not using the leave as approved, the leave will be cancelled and the employee directed to report to work.

Section 9. BENEFITS

- a. Continuous service shall not accrue during the period of an unpaid personal leave of absence.

- b. A full time employee approved for a personal leave of absence wishing to retain existing insurance benefits coverage shall make arrangements with the Medina County Department of Human Resources prior to commencement of the leave. The full cost of medical benefits during the unpaid leave shall be borne by the employee. Employees shall be afforded the opportunity to continue their health benefits under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA). COBRA provides the insured employee the right to continue coverage under the group health plan.
- c. The continuation of coverage is not automatic. The employee must make an affirmative election of coverage before coverage will begin.
- d. During the period of unpaid leave the employee will be required to pay the full cost of their insurance, i.e. the cost plus associated with the given plan the employee had elected at the time of enrollment, plus an administration fee.
- e. The Employer may recover monies for any health insurance premiums paid on behalf of the employee if the employee fails to return to work.
- f. Vacation and sick leave hours shall not accrue during the period of an unpaid personal leave of absence.
- g. Holidays are not paid during an unpaid personal leave of absence.

Section 10. PROCEDURES

- a. EMPLOYEE - Make written application to the director for Personal Leave of Absence using the Request for Leave of Absence form. Provide anticipated dated of the unpaid personal leave of absence. An employee who is on a leave of absence shall notify the department head, either in person or in writing, of his/her readiness to return from such leave at least ten days before the date of expiration of his/her leave.

ARTICLE 19 -- COURT APPEARANCES

Section 1. Any employee who is called for jury duty while scheduled to work for the Authority shall suffer no loss in pay during such duty. The employee shall be required to turn over all money received from the court to the Authority.

Section 2. Employees shall not be required to come to work prior to reporting for jury duty. Employees must return to work if dismissed by the court before the end of scheduled work time.

Section 3. Hours paid for under this Article shall be considered hours worked for the purpose of computing overtime pay.

ARTICLE 20 -- LAYOFF AND RECALL

Section 1. Layoff Notice. Should layoff become necessary, the Union and MMHA shall meet to discuss alternatives to layoff upon written request of the Union.

Whenever it becomes necessary to reduce the work force for reasons such as lack of work, lack of funds, or job abolishment, the MMHA shall layoff in the following manner:

- a. Any temporary or seasonal or part-time employees within the department and job title shall be first to be laid off.
- b. Any probationary employees within the department and job title shall be next to be laid off.
- c. Next to be laid off will be full-time employees, starting with the employee with least seniority within job title affected.
- d. To avoid layoff an employee may elect to bump the least senior employee in the same bargaining unit job title within the agency, or to any previously held job title not vacated due to disciplinary reasons, and/or ability to do the job, or a lower job title within the same department provided the employee has the skill and ability to perform the work.
- e. Whenever possible, the MMHA will provide fourteen (14) days advance notice of a layoff to those employees affected by the layoff; but, in any event, such notice shall be no later than seven (7) days in advance of the layoff. Any such notice shall be provided simultaneously to the Union.
- f. When affected employees have the same seniority date, layoff shall be determined the date and time of day of initial employment application.
- g. Employees shall have two (2) working days from receipt of notice of layoff to inform the MMHA, in writing, of their election under this subsection.

MMHA shall have two (2) working days to confirm or deny the employee's option to bump in conformance with Section 1 (e) of this Article. A denial by MMHA does not waive an employee's right to file a grievance if the employee is not in agreement.
- h. An employee shall have the option of either accepting work in a lower job title within the same department or accepting the layoff at the employee's discretion.
- i. The MMHA and/or its representative(s) will not challenge an employee's right to unemployment compensation who chooses to take layoff rather than bump, unless the employee refuses a recall to a full-time bargaining unit position at the MMHA.
- j. In event of layoff, such layoff shall not occur until after all bump and layoff options have been exercised and completed.
- k. In the event that MMHA declares a permanent vacancy in a job title pursuant to Article 14, Section 1, any employee who is on layoff status from said job title must in writing signed by the employee or Union representative in the employee's absence notify MMHA of intent to be recalled to that job title prior to the awarding of the position under Article 14, Section 2, in order to preserve any recall rights to said job title.
- l. Employees on layoff shall be notified of openings occurring under Article 14, in job title other than the job title from which the employee was laid off, and shall have the right to submit a bid pursuant to Article 14. It is further agreed that no new employee shall be

hired into such job title ahead of laid off employees so long as the laid off employee has the skill and ability to perform the job in question.

Section 2. Recall.

- a. Recall of employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be first by telephone (to be confirmed the same day by certified mail) and then by certified mail if no contact was made by telephone to the last known number and/or address furnished to the MMHA by the employee.
- b. It shall be the sole responsibility of the employee to give the MMHA a telephone number and address where such a notice is to be made, and mailing to that address shall be conclusive. Employees will be given forty-eight (48) hours from the time of notification by telephone or receipt of certified mail to advise the company of their intent to report to work, and then they must report within five (5) working days of such recall notification.

Employees on layoff status will lose their recall rights and all seniority, and will be considered terminated from employment, if they do not respond to an MMHA recall notice made to their last known telephone number and address. Failure of the employee to accept or claim certified mail sent to the employee's last known address will constitute a rejection of the recall notice by the employee and will lead to the employee's loss of recall rights and seniority, and will constitute a termination of the employee's employment.

- c. The MMHA shall keep a record of all laid off employees and laid off employees shall have recall rights pursuant to Article 8, Section 4 (e).

ARTICLE 21 -- HEALTH INSURANCE

The Authority will provide health insurance to eligible employees and their dependents consistent with the following:

1. The Authority will select, and may from time to time change, the type of coverage, the limits of coverage, and the carrier. Any changes in coverage, limits of coverage, carrier or premium percentage amounts, as stated herein, must first be discussed with the Union before implementation.
2. The Authority will pay the entire premium percentage amount for single person coverage for all eligible employees with a date of initial employment before 1 July 1999. For employees hired on or after 1 July 1999, the Authority will pay 90% of the premium for single person coverage.
3. Dependent coverage, for the employees' spouse, children, or other dependents, will be provided; however, the employee, through payroll deduction shall pay the premium according to the following schedule: the Authority will pay 80% of the total cost of premium for family health care coverage.

4. The summary plan description for the health insurance is available and must be reviewed by eligible employees during non-working hours.
5. Employees will be asked to elect the type of coverage desired in the election period of each year; eligible employees may change their elected coverage at any time, subject to the insurance carrier's timing provision.
6. Federal law (COBRA) shall govern continuation of an eligible employee's health insurance.

For purposes of this section, "eligible employees" shall mean the employee's subject to coverage according to the insurer's policy with the Authority.

ARTICLE 22 – WAGES

Section 1.

- a. Equity Wage Adjustments: the following classifications shall receive a one time equity adjustment to their existing rates commencing with the first payroll of the agreement.

Maintenance Mechanic	\$ 0.59
Inspector	\$ 0.59

- b. General Wage Adjustments: In addition to the equity increases applicable, if any, to particular classifications there shall be a 0% wage increase in the first year of the agreement. Beginning with the second year of the agreement the wages paid under this Article shall be adjusted by such amount, if any, as is agreed to the wage re-opener negotiations. Beginning with the third year of the agreement the wages paid under this Article shall be adjusted by such amount, if any, as is agreed in the wage re-opener negotiations.

Section 2. Longevity: All employees shall receive longevity payments commencing upon the completion of five years continuous service. Such amounts shall be payable to the employee pursuant to the following schedule.

<u>Length of Service</u>	<u>Amount</u>
After five (5) years	\$ 500.00
After ten (10) years	\$1,000.00

Such above listed longevity payments shall be paid to the eligible employee with the last payroll of December of each year. In order to be eligible for any such payments, the employee must have completed the necessary minimum length of service for the appropriate amount prior to December 1st of the respective year.

Section 3. One Time Payment: Upon ratification and with the second payroll thereafter, the Employer shall pay each employee a one-time payment of \$600.00 net of withholdings and statutory payments.

ARTICLE 23 -- BULLETIN BOARDS

Section 1. The MMHA will provide the Union with bulletin boards at locations agreeable to the parties. This bulletin board may be used by the Union for posting authorized notices concerning Union business or social matters only.

Section 2. No notice may contain anything political, controversial, or critical of the MMHA or of any employee or of any other person or organization

Section 3. No notice shall be posted unless and until it has been approved and initialed for posting by the Executive Director or designee. Approval to post notices shall not be unreasonably withheld so long as the notice complies with the provisions of this Article. The Union may also utilize bulletin boards in project maintenance areas under the same terms and conditions. The MMHA reserves the right to remove notices which have not been properly approved and the Union president or designee will be notified within a reasonable time thereafter.

ARTICLE 24 -- LEGALITY

Section 1. It is the intent of the MMHA and the Union that this Agreement complies in every respect with applicable laws and regulations which have the effect of law. In the event any provision of this Agreement shall be finally held to be invalid or unenforceable by any governmental authority, the remaining provisions of this Agreement shall not be affected thereby but shall continue in full force and effect. In the event a provision is determined to be unlawful, the MMHA and the Union shall meet within fourteen (14) days of such determination for the purpose of negotiating an alternative provision.

ARTICLE 25 -- EMERGENCY WEATHER CONDITIONS

Section 1. The decision to close the offices and maintenance department will be made between 6:30 AM and 7:00 AM of the day of the scheduled closing and will be reported on the major television and radio stations under the heading "Medina County Government Offices". The television stations include Channels 3 (NBC), 8 (FOX), 19 (CBS), and 43 (WUAB). The radio stations include WDOK, WHK, WMJI, WAKR, WGAR, and Q104.

Any decision is done in coordination with the Medina County Commissioners and the Medina County Sheriff's Department.

Section 2. In emergency conditions which prevent the normal functioning of part or all of the agency and where MMHA determines that part or all of an employee's regularly scheduled work day must be canceled due to such conditions(s) such employee shall not suffer a loss in his regular rate of pay for that day.

Section 3. In the event an employee is required to work beyond the official time the Authority locations are closed for Weather or Emergency reason, said employee will be paid consistent with Article 13, Section 2(b) of this Agreement regarding appropriate overtime compensation.

ARTICLE 26 -- LABOR MANAGEMENT COMMITTEE

Unless mutually agreed otherwise, Labor-Management meetings will be held quarterly on a specified day and time. No more than three (3) representatives of Management shall meet with not more than three (3) representative of the Union to discuss pending problems and to promote a more harmonious relationship between the Union and the Employer.

An agenda will be furnished at least three (3) working days in advance of the scheduled meeting by the parties. The purpose of such meeting shall be to:

- a. Discuss the administration of this Agreement.
- b. Notify the Union of changes made by Management which affect bargaining unit employees.
- c. Jointly discuss the need for upgrading the current employees, in terms of providing and/or identifying training and education opportunities to meet future needs and programs of the Department.
- d. Disseminate general information of interest to the parties.
- e. Give both parties the opportunity to share their views and make suggestions on the subjects of interest.
- f. Safety.

It is further agreed that if special Labor-Management meetings have been requested, they shall be convened as soon as feasible.

Union representatives of the Labor-Management Committee shall not suffer loss in pay for attendance at meetings provided by this Article. However, such meetings which extend beyond the work day shall be on non-paid time.

Within thirty (30) days from the date of any Labor-Management meeting, Management shall respond in writing to the Union on any issues which require an answer.

ARTICLE 27 -- EDUCATIONAL BENEFITS/EXPENSES

Section 1. The Employer agrees to reimburse an employee, who has requested and received advanced approval from the Employer, the cost of specific classes, workshops, education improvement courses, and/or general training sessions which will serve to further the mission of MMHA. The Employer shall request approval from the Executive Director or designee, in writing, to attend such course work/classes. Authorization and approval for such classes shall be at the sole discretion of the Executive Director or designee. Approval for such request shall not be unreasonably withheld. Upon the successful completion of the course work/classes with a passing grade of eighty percent (80%), letter grade of "B" or any such score that is acceptable to the Executive Director or designee, whichever is applicable, the Employer will reimburse the associated costs of the program.

It is further understood and agreed when the MMHA reimburses the employee for a specific course or a series of courses or Continuing Education Units (CEU), and the employee voluntarily leaves the employment of the MMHA during the two (2) year period following receipt of the reimbursed costs described herein, such costs shall be paid back in full to the MMHA. Payment shall be made in accordance with the requirements described in this article.

Reimbursement shall be made through payroll deductions of the employee's last paycheck. Said deduction may, when applicable, include monies owed for accrued but unused vacation, conversion of accrued but unused sick leave, longevity pay, and/or the employee's weekly/hourly wage earnings.

The Employer may waive the reimbursement payment on a case by case basis for involuntary separation such as a medical/physical disability retirement.

ARTICLE 28 -- UNIFORMS

Section 1. MMHA will provide uniforms for Maintenance employees; and will be responsible for their design, quality and cost.

Section 2. MMHA will reimburse Maintenance employees up to \$100.00 for the purchase of work shoes upon proper sales receipts being remitted to MMHA. When provided, such shoes must be worn when appropriate.

Section 3.

- A. Maintenance must wear MMHA provided uniforms while on duty.
- B. Employees are responsible for properly maintaining uniforms.

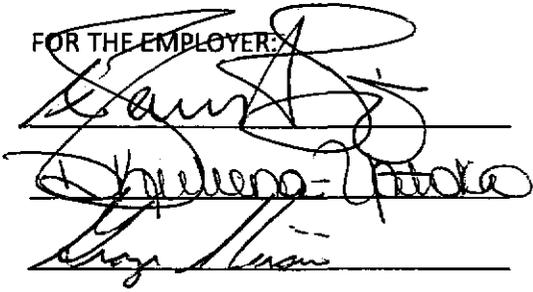
ARTICLE 29 -- ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter of which the State Employment Relations Board imposes an obligation to bargain and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in its entirety in this Agreement. Therefore, the MMHA and the Union, for the life of this Agreement, each knowingly, unmistakably, voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject matter covered or referred to in this Agreement, except in response to changes in law by a higher legislative body or exigent circumstances.

ARTICLE 30 -- DURATION

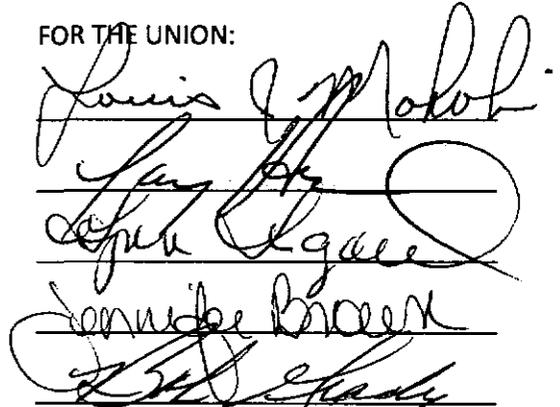
Section 1. This Agreement shall be effective May 12, 2012, 12:01 a.m. and shall remain in full force and effects, without change, except as provided herein, until 11:59 p.m. on May 5, 2015. Should either party desire to modify or terminate this Agreement on May 5, 2015, such party shall give written notice of its desire to modify or terminate at least one hundred twenty (120) days prior to such date. If neither party gives notice of its desire to modify or terminate this Agreement as provided above, this Agreement shall continue in force and effect from year to year after May 5, 2015, subject to modification or termination by either party on one hundred twenty (120) days written notice to the other party.

FOR THE EMPLOYER:



DATE: 5/4/2012

FOR THE UNION:



DATE: May 4, 2012

