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AGREEMENT

BETWEEN

JEFFERSON METROPOLITAN HOUSING AUTHORITY

AND

LOCAL UNION 673
MAINTENANCE UNIT

AND

OHIO COUNCIL 8

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

Effective May 1, 2012
Through April 30, 2015

SERB Case #2011-MED-12-1751

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PREAMBLE

This agreement is made by and between the Jefferson Metropolitan Housing Authority of Jefferson County, Ohio, hereinafter known as the Authority, and Local 673 of the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-IO, hereinafter known as the Union.

This agreement has as its purpose the promotion of harmonious relations between the Authority and the Union and to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of the terms and conditions of their employment.

ARTICLE 1
INTENT OF THE AGREEMENT

It is the intent and purpose of this Agreement to set forth understandings and agreements between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein. This agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances, which may arise.

ARTICLE 2
UNION RECOGNITION
MAINTENANCE UNIT

2.1. The Authority recognizes the Union as the sole and exclusive bargaining representative for all clerical and technical employees of the Jefferson Metropolitan Housing Authority, Public Housing and Section 8 Programs, including all employees in the following classifications:

Maintenance III	Casual Laborer
Maintenance II	Custodian
Maintenance I	Housekeeper

2.2. Other provisions of this agreement notwithstanding, it is agreed that the Union shall be recognized for the bargaining unit as described by the State Employment Relations Board (SERB) "Certification Pursuant to Request for Recognition," Case No. 92-REP-04-0077, which is attached as an Appendix to this Agreement.

2.3. Any new classification, which may be included or excluded from the bargaining unit, shall become a subject of bargaining between the Union and the Authority. Should an impasse be reached in any dispute relative to the inclusion or exclusion of a new classification, the dispute shall be resolved as provided by Chapter 4117 of the Ohio Revised Code.

ARTICLE 3
CONTRACTING OUT/OUT SOURCING

3.1. The Authority agrees that is shall not contract or outsource any work normally and

historically performed by the bargaining unit, nor shall any work normally and historically performed by the bargaining unit be performed by non-bargaining unit employees, except in the case of extreme emergency. This section shall not apply in cases of emergency, and shall not apply to work historically performed for the Authority by outside contractors (i.e., renovations and new construction). Any work that is outsourced to contractors and any emergency work done by supervisors shall not displace any bargaining unit employees nor erode the bargaining unit in any way.

3.2. No AFSCME represented position shall be eliminated, have its hours reduced, or be otherwise reduced in pay as a result of any welfare to work, tenant work program, or court directed work program initiatives. Duties normally performed by AFSCME represented employees or which are the same or substantially equivalent to the activities performed by bargaining unit employees shall not be assigned to welfare recipients, welfare to work participants, tenant workers, court directed workers, or any public, private or charitable organization using the services of welfare recipients/welfare to work participants, nor shall AFSCME represented employees or positions in any way be displaced or replaced by such individuals. The Authority may not use welfare to work participants, tenant workers, or court directed workers in any of its workplaces so long as any bargaining unit member or former bargaining unit member is on layoff or a reduced work schedule, nor shall promotional opportunities be limited as a result of the use of such employees by the Employer, unless this section is in violation of HUD Regulations or state law, in which case, HUD Regulations or state law will shall be followed.

ARTICLE 4
NON-DISCRIMINATION

4.1. The Authority and the Union agree that they shall not discriminate against any employee on the basis of age, sex, color, race, national origin, religion, political affiliation, marital status, sexual preference or disability, handicap, ancestry, and/or military status.

4.2. The Authority agrees that it shall not discriminate against, interfere, restrain or coerce any employee because of membership in the Union or because an employee holds a Union office, nor shall it interfere with an employee's rights to become a member of the Union.

4.3. The Union and the Employer agree this contract will comply with the Americans With Disabilities Act (ADA). If any employee with a valid documented disability under the ADA makes a request for reasonable accommodations under the Act, the employee has the right to Union representation throughout the process.

ARTICLE 5
SEXUAL HARASSMENT

5.1. The Authority and the Union agree that employees shall not suffer sexual harassment at the workplace. Such harassment may be considered a violation of the 1964 Civil Rights Act. Sexual harassment is defined as, but not limited to, including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

a. Submission to the conduct is either an explicit or implicit term or condition of employment;

b. Submission to, rejection of, the conduct is used as the basis for employment decisions affecting the person who did the submission or rejection;

c. Such conduct has the purpose of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is not a consenting relationship between adults.

5.2. All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 6
UNION RIGHTS/MANAGEMENT RESPONSIBILITY

6.1. Except as specifically limited by explicit provisions of the Agreement, the Authority retains the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the 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 reorganize, 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 right as are expressly provide herein.

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

No unauthorized personnel shall have the right to interfere with any employees during work hours. Only Authority authorized personnel shall give normal workday direction to the employees. Union representatives can make necessary contact with the Local Union President during working hours after approval by the Executive Director. Approval by the Executive Director shall not be unreasonably denied.

6.2. Non-employee representatives of the Union shall have the right to enter the facilities of the Authority and visit with the employees covered by this Agreement for the purpose of ascertaining whether the Agreement is being observed by the parties and for the purpose of investigating and processing grievances in accordance with the grievance procedure contained herein.

Union Representatives can make necessary contact with the Local Union President during working hours after approval of the Executive Director. The Executive Director must be given prior notice of the Union representative's visitation.

6.3. The Authority recognizes the right of the Union to select local officers, stewards, and alternate stewards to represent the employees on grievances arising under this Agreement. These Union officers, stewards, and alternate stewards shall be allowed reasonable time for the purpose of investigating grievances, processing grievances, and the general administration of the Agreement. These officers shall notify their respective supervisor before taking time and they shall be allowed reasonable time to conduct Union business. Such time shall not result in any loss of pay or any other benefit arising from this collective agreement.

6.4. An employee who alleges having a grievance shall notify the immediate supervisor and shall ask the supervisor to call the steward or a local union officer. The steward or officer shall make arrangements with his/her supervisor, as outlined in Section 6.2 of the Agreement, prior to leaving the job site to visit with the employee. The employee and the steward or officer shall be given reasonable time to discuss the grievance, without loss of pay or benefit.

6.5. Employees, stewards, and other appropriate officers of the Union will attend all grievance meetings as contained in the grievance procedure without loss of pay or benefit.

6.6. In the event a grievance is processed to arbitration, employees, stewards, the Union president, and all employee witnesses will be permitted to attend the hearing without loss of pay or benefit.

6.7. Within time limits set forth in the grievance procedure, meetings shall be held at times mutually convenient and acceptable to the Authority and the Union.

6.8. It shall not be a violation of this Agreement and it shall not be a cause of discharge or disciplinary action if any employee within the bargaining unit refuses to enter upon any property involved in a lawful dispute directly involving a union, refuses to go through or work behind any lawful primary picket line imposed by a union, or refuses to do work normally done by primary striking members of a union which is not otherwise the responsibility of the employee.

6.9. Local Union representatives will be allowed fifteen (15) minutes to speak with new hires of the bargaining unit during their initial orientation on their first day of work with the Authority. This meeting is for the purpose of introducing the new employees to their representative and explaining their Union rights and responsibilities.

ARTICLE 7
NO STRIKE/NO LOCKOUT

7.1. The parties to the Agreement recognize that the procedures set forth herein shall serve as a means for the peaceful resolution of all disputes which may arise during the term of this Agreement. Therefore, for the life of this Agreement, the parties agree to the following:

A. that neither the Authority nor its officers or representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.

B. that neither the Union nor its authorized officers or representatives will authorize, instigate, cause and/or condone any strike, work stoppage, slowdown or concerted "sick" leave by bargaining unit members.

ARTICLE 8
DUES DEDUCTION/FAIR SHARE FEE

8.1. The Authority shall deduct regular Union dues, initiation fees, and assessments from the pay of employees in the bargaining unit, upon receipt from the Union of individual written authorization cards voluntarily signed by employees. An employee shall have the right to revoke such authorization card in conformance with said authorization agreement, a copy of which is attached to this Agreement.

8.2. Deductions will be made from the pay of all bargaining unit members who have authorized said deduction each pay period. In the event an employee's pay is insufficient to cover the dues deducted, the Authority will make a double deduction from the next pay period.

8.3. All bargaining unit members who are not members of the Union shall pay a fair share fee to the Union. All employees hired after the date of the Agreement who do not become members of the Union shall pay a fair share fee, effective sixty (60) days from the date of hire, as a condition of employment. The deduction of the fair share fee from any earnings of the employee shall be automatic and require no written authorization for payroll deductions.

8.4. The Union shall notify the Authority as to the amount of the regular Union dues to be deducted. The Union shall notify the Authority as to the amount of fair share fee to be deducted.

8.5. All Union dues and fair share fee deductions will be transmitted to the Union no later than the fifteenth (15th) day following the end of the pay period in which deductions are made. These deductions shall be forwarded to the Controller of AFSCME Ohio Counsel 8, 6800 North High Street, Worthington, Ohio 43085-2512.

8.6. The Authority shall send a list of names for whom deductions are made with each payment. This list will designate which employees are fair share payers. This list shall include last know address and social security numbers of the names listed.

8.7. Once funds are remitted to the Union, their disposition thereafter shall be the sole responsibility of the Union, and the Union holds the Authority harmless from any claims, actions or proceedings, by any employee, arising from deductions made by the Authority hereunder.

8.7. P.E.O.P.L.E. Deduction. The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share deductions.

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members, the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold harmless the Employer from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 9
UNION BULLETIN BOARDS

9.1. The Authority agrees to provide a bulletin board and space for placing the bulletin board, for use by the Union only, at each job site within the Authority. The placement of the bulletin boards must be in an area which is easily accessible to the employees of the bargaining unit.

ARTICLE 10
JOB DESCRIPTIONS

10.1. During the first and second year of this contract the Authority will conduct a study for which the purpose is to establish new job descriptions to cover job duties currently being performed by bargaining unit members. Once the job descriptions are created the Union will be provided copies of such job descriptions and a table of organization. Should substantial changes in the duties of the employees result from any newly created job descriptions, the parties shall meet to discuss an appropriate rate of compensation for each classification. If the parties cannot agree upon the rate of compensation as a result of these discussions, the Union may submit the

matter to arbitration as provided in this Agreement. The Arbitrator's authority in this matter shall be limited to determining the appropriate rate of compensation for each classification.

10.1.

A. Performance appraisals will be performed annually on the designated form during the period of September 1 – October 31 of each calendar year. Probationary employees will be evaluated after forty-five (45) days and after (90) days. Employees transferring to another department and exit evaluations (upon termination of employment) will also be done on the designated form. All evaluations must be made by the immediate supervisor and signed by the employee.

B. As the need arises, special evaluations can be done. Each employee will be allowed Union representation, if he requests it, when receiving a special evaluation. The Union representative will serve as an observer only and should not disrupt the process in any way.

C. An employee who is having problems related to some area of work performance may be placed on a special evaluation as part of a corrective action plan. Prior to this evaluation, the supervisor shall have counseled the employee on the problem to make him aware of the situation and what is needed for the employee to correct the problem. If there is no improvement by the employee after the counseling has taken place, then the Employer shall implement the 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 Article 15 of this Agreement. Disciplinary action may be taken for unrelated performance issues.

D. Employees shall be permitted to write their own comments about their evaluations, and said comments will be attached to the evaluation and will be made part of the personnel file.

E. The summary of any conferences 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.

ARTICLE 11
SENIORITY

11.1. Bargaining unit seniority shall be defined as the length of continuous service with the Jefferson Metropolitan Housing Authority, commencing with the first day of regular employment. Bargaining unit employees on disability leave, parental leave, Workers' Compensation, or any other authorized leave of absence shall earn seniority during such leaves.

11.2. Employees who are reinstated within one (1) year of separation from employment with the Authority shall be credited for time separated from service.

11.3. Bargaining unit seniority shall be lost only when an employee:

A. Quits or resigns and is not rehired within one (1) year;

B. Is discharged for just and proper cause;

C. Is laid off for a period of more than twenty-four (24) consecutive months;

D. Is absent without leave for more than five (5) consecutive work days unless an acceptable excuse for the absence is shown;

E. Fails to report for work when recalled from layoff within fifteen (15) working days from the date on which the Authority sends the employee notice by registered mail to the employee's last known address as shown in the Authority's records, unless an acceptable excuse for not reporting is provided to the Authority;

F. Is promoted out of the bargaining unit, except that no break in seniority shall occur for ninety (90) days from the date of promotion. Should an employee elect to remain in the non-bargaining unit position subsequent to ninety (90) days of promotion, then his/her seniority shall be eliminated.

11.4. The Authority shall provide the Union with a current seniority list on January 1 of each year. Such list will show the name, address, social security number, date of initial employment, date of last promotion, and classification seniority date.

11.5. The Union shall post all such seniority lists on bulletin boards provided. If an employee has disagreement with the information provided on the seniority list, he/she shall make such disagreement known to the steward or local union officer, who will then make any necessary corrections with the Authority. All corrections shall be made within thirty (30) days of the first knowledge of the discrepancy.

11.6. In the event two (2) or more employees have the same date of employment with the Authority, the following procedures shall be used to determine the most senior employee:

1. The earliest date of application for initial employment with the Authority shall prevail.

2. The earliest time such application was received by the Authority (i.e., if one application is date/time stamped 10:00 a.m. and another 10:15 a.m., the 10:00 a.m. application will prevail as most senior).

3. Absent date/time stamp of application or in the event the applications were received at the same time, then the employee with the earliest documented reporting time on his/her first shift of his/her first work day shall prevail.

4. The employee's social security number in lowest numerical order shall prevail (i.e., 215-44-3127 shall prevail over 215-44-3128).

The above "tie breaking" procedure shall be applied in the order listed (i.e., #1 shall be first considered, #2 considered only if the tie still exists, etc.).

ARTICLE 12
LAYOFF

12.1. When it becomes necessary to reduce the bargaining unit in accordance with Section 12.2 herein due to lack of funds, lack of work, or reorganization of the Authority, employees shall be laid off in the following order:

1. Temporary new hires, seasonal employees, and part time employees;

2. Employees who have not completed their probationary period;

3. Employees who have completed their probationary period.

12.2. When it becomes necessary to affect a layoff, employees shall be laid off in accordance with the procedure outlined in Section 12.1 of this Agreement, in inverse order of their seniority with the Authority within their department and classifications. Nothing contained herein shall prohibit an employee from requesting a voluntary layoff when a reduction in force is in effect.

12.3. Employees who are laid off shall have a seventy-two (72) hour period following the receipt of layoff notice to "bump" an employee with less Authority seniority within their department in a lower classification. Employees who are "bumped" out of a classification shall have the right to exercise their seniority subject to the procedures outlined in this article.

12.4. All employees of the Authority shall be given written notice of layoff, indicating the circumstances which make the layoff necessary and notifying the employees of their rights pursuant to Article 12.3. An employee who exercises his "bumping rights" must be qualified to perform the duties of the position in the lower classification (i.e., "duties" as described in the job description of the lower classification).

12.5. In the event of a layoff, employees may request and receive payment for all or any part of any accrued but unused vacation time. Payment of such time shall be made at the earliest possible opportunity but no later than the pay date after the pay period in which they make such request.

ARTICLE 13
RECALL

13.1. When it is necessary to increase the workforce following a layoff, employees shall be recalled to their job classification or from any lower rated job classification into which they "bumped" during the course of the layoff, in accordance with their seniority, most senior employees recalled first.

13.2. Employees who are on layoff shall have the right to recall for a period of twenty-four (24) months from the effective date of layoff.

13.3. Any employee on layoff will be given fourteen (14) calendar days notice of recall. Such notice shall be by certified mail (return receipt requested) to the employee's last known address.

13.4. Employees who "bump" into lower rated classifications shall have unlimited right of recall to their former classification.

ARTICLE 14
GRIEVANCE PROCEDURE

14.1. It is mutually understood that the prompt presentation, answering, and adjustment of grievances is desirous to promoting sound relations between the Union and the Authority. A grievance, for the purposes of this Agreement, shall be defined as a dispute or difference between the Authority and the Union or the Authority and an employee, regarding the interpretation, application or compliance relative to any provision of this Agreement, or any unjust inequitable treatment. Every employee and the Union shall have the right to present a grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal.

14.2. Union stewards shall be allowed time during working hours to investigate and process grievances. Stewards, grievants, and/or witnesses shall suffer no loss of pay as a result of such investigation of processing. All employees involved in the grievance process shall notify their immediate supervisor before leaving the worksite.

14.3. It is the mutual desire of the Authority and the Union to provide for the prompt adjustment of grievances. Every responsible effort shall be made to resolve a grievance at the earliest possible step. In furtherance of that objective the following procedure for the processing of grievances shall be followed:

STEP 1: Should an employee have a complaint, it shall be brought, in writing, to the attention of the immediate supervisor within five (5) working days of the employee's first knowledge of the event giving rise to the complaint. The supervisor shall discuss the complaint with the employee and the Union and within five (5) working days of that discussion respond in writing to the complaint. If the employee or the Union is not satisfied with the response, they may, within five (5) working days, appeal this answer to Step 2 of the procedure.

STEP 2: If the grievance is unresolved at Step 1 of this procedure, the grievant may, within five (5) working days of the Step 1 response, appeal the grievance to the Executive Director of the Authority. The Executive Director shall have five (5) working days to schedule a hearing as to the disposition of the grievance. The Executive Director shall respond to the grievance, in writing, within ten (10) working days of the Step 3 hearing.

STEP 3-A: Should a policy grievance, as described in subsection 14.6 herein, be filed and be unresolved at the Step 2 level of this procedure, the grievant and the Union may, within ten (10)

working days of receipt of the Step 2 answer, appeal the grievance to the Authority's Board of Commissioners. The Board shall meet to hear the grievance at the next regular meeting, but in no case later than thirty (30) days of such appeal. The Board shall submit its answer, in writing, within ten (10) working days of this hearing.

STEP 3-B: Mediation Step. Upon mutual agreement between the parties, either the Union or the Authority may initiate mediation of a grievance by written notice to the other party within seven (7) days of Step 3-A, the Board's decision. Upon receipt of such written notice, the time limits of the grievance procedure will be suspended until either (1) mediation of the grievance is concluded by written notice from the mediator; or (2) either party rejects or rescinds in writing its participation in mediation, whichever (1 or 2) first occurs. The grievance time limits shall begin again upon receipt of the notice in (1) or (2). Guidelines for mediation shall be:

A. The grievant and representatives of the UNION and the AUTHORITY are entitled to attend the mediation.

B. While the grievance mediation is being utilized, the time limits for the grievance procedure are suspended as provided herein above.

C. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings, of the meetings will be made.

D. The mediator's notes are confidential and will be destroyed at the conclusion of the grievance meeting. The mediator shall be a neutral party selected by mutual agreement of the UNION and the AUTHORITY, and shall be by mutual agreement of UNION and AUTHORITY, and shall not testify for either the UNION, the grievant, or the AUTHORITY in any proceeding regarding the grievance.

E. The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.

F. The mediator has no authority to compel a resolution of the grievance.

G. If the parties cannot resolve the grievance, the mediator may provide the parties, in joint or separate sessions, with an oral advisory opinion.

H. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures set forth in Step 4 below.

I. No statement given by either party as part of the grievance mediation process, nor any documents prepared for or used during a mediation session, can be used during arbitration proceedings.

STEP 4: If the grievance is not resolved at Step 3 of the procedure, the grievant and the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the grievance to arbitration. The Union shall notify the Federal Mediation and Conciliation Service and the Authority (Executive Director) of its intent to appeal the grievance. The Arbitrator shall be

chosen in accordance with the rules of the Federal Mediation and Conciliation Service. The fees and expenses of the arbitrator shall be borne equally by the Authority and the Union.

Aggrieved employees, stewards, Union representatives and necessary witnesses shall not suffer loss of any regular wage or benefit for time off the job while attending an arbitration proceeding. The arbitrator shall issue a decision within thirty (30) days after submission of a case to him.

All decisions of the arbitrator and all pre-arbitration settlements reached between the Authority and the grievant or Union shall be final, conclusive, and binding on the Authority, the Union, and the employees, provided that a grievance may be withdrawn by the Union at any time during the grievance procedure and that such withdrawal shall be without precedent or prejudice to any decisions of the parties as they relate to that grievance or any further grievances.

14.4. The Union and the Authority retain the right to modify or amend a grievance at any step of the grievance procedure. Any such modification or amendment shall be submitted in writing to either party.

14.5. All employees are entitled to have Union representation at all steps of the grievance procedure and no Union representative, witness, nor grievant shall suffer any loss of regular wages or benefit while attending a hearing or investigating or processing a grievance.

14.6. A policy grievance which affects a substantial number of employees may be submitted directly to Step 2 of the grievance procedure.

14.7. The time limits set forth in this grievance procedure (Article 14 inclusive) shall, unless extended by mutual written agreement of the Authority and the Union, be binding upon both parties. If the Authority fails to timely respond under the terms of the grievance procedure, the grievance shall be granted in accordance with the relief requested.

ARTICLE 15
DISCIPLINARY PROCEDURE

15.1. In explanation, but not in limitation, written reprimand may be given to employees for violation of any reasonable operational rule, gross negligence, refusal to carry out orders, willful absence from the work site, violation of a provision of this Agreement, or otherwise hindering the proper performance of their job or that of others.

15.2. Reprimands may be issued by following persons:

A. Executive Director

B. Any management/non-bargaining personnel designated by the Executive Director

C. Finance Director

D. Director of Housing Programs

15.3. All reprimands, whether oral or written, must clearly establish the reasons therefore and terms and provisions of the Agreement or work rules violation by the employee(s).

15.4. The receipt of three (3) written reprimands shall result in an immediate hearing which may result in suspension. Further disciplinary action shall be cause for termination.

15.5. In explanation, but not in limitation, the occurrence of the following actions may, upon the recommendation of the affected employee's immediate supervisor, and pending a hearing, be cause for suspension and shall become a regular part of the employee's file: incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of tenants or the public, neglect of duty or any act of a similar nature. The supervisor's recommendation may be approved/rejected by the Executive Director.

15.6. The Authority shall notify an employee of pending disciplinary action that may result in a suspension/termination no later than five (5) working days after the date the Employer became aware of the incident. The Employer has a total of thirty (30) calendar days from the date it became aware of the incident to notify, investigate, and issue decision and discipline (if any) to the employee.

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.

15.7. In explanation, but not in limitation, upon the recommendation of the affected employee's immediate supervisor, the Authority may terminate the employment of employees for incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of tenants or the public, neglect of duty or for willful and persistent violations of the rules and regulations of Authority, or for other good and just cause. The supervisor's recommendation may be approved/rejected by the Executive Director.

15.8. The Authority agrees not to discharge or suspend without pay an employee without first arranging for a predisciplinary meeting. The meeting shall be scheduled no earlier than three (3) days after the time the employee is notified of the charges and the meeting. The hearing shall be conducted by the Executive Director and the charged employee may, at his option, have his Union representative present. Such meeting must be conducted within a reasonable time from the date in which the Authority gains knowledge of those incidents which it deems to be a violation of conduct. The Union shall be notified through its President or designee that charges have been brought against the employee.

The employee shall be notified in writing of the findings of the predisciplinary meeting within five (5) days of the conference. Copy shall be submitted to the Union President. If, as a result of the predisciplinary meeting, any discipline is warranted, the employee shall be notified in writing of the disciplinary action within five (5) days of receipt of the Executive Director's decision. Copy shall be submitted to the Union President.

An employee may waive his right to a hearing by submitting a signed written waiver to the Authority and the Union.

15.9. The decision of the Executive Director to suspend or terminate an employee may be appealed to the full JMHA Board of Commissioners. Such appeal shall be in writing and submitted within five (5) work days following receipt of the Executive Director's decision. The Board will hold a hearing within a reasonable time period and issue its decision.

The Union may appeal the Board's decision in accordance with Article 14, Grievance Procedure, Step 3.

15.10. Whenever a serious situation arises that an employee's safety or the safety of other employees or residents in the workplace is in danger, the Employer may at its discretion place an employee on administrative leave with pay pending a full investigation of the matter. The employee will continue to receive all pay, benefits, and accumulated seniority while on said leave. Being placed on administrative leave shall not in itself imply any wrongdoing on the part of the employee; however, if the Employer discovers the employee has engaged in some form of misconduct, then it will charge the employee and follow the steps of the disciplinary process as outlined in Article 15. Examples of conduct that would precipitate an employee being placed on administrative leave are drunkenness, theft, fighting, and sexual harassment.

ARTICLE 16
PERSONNEL RECORDS

16.1. All employees shall have access to their personnel records or files of employment. Access shall be at the written request of the employee to the Executive Director of the Authority. Upon receipt of such request all records shall be provided to the employee and/or his Union representative. Any material in the 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 add to the file any written signed statement of rebuttal. Such materials shall not be used against an employee after two (2) years from the date of any disciplinary action's final disposition, providing there has been no intervening discipline during the defined period. Employees may review their file at any reasonable time during working hours by appointment and with the Finance Director, or the Executive Director, or their designee being present. Personnel records shall not be removed from the Authority's central office.

ARTICLE 17
HOURS OF WORK

17.1. The normal work week shall consist of five (5) consecutive work days commencing 8:00 a.m. Monday and ending 4:30 p.m. on the next following Friday.

17.2. The normal work day shall be eight and one-half (8 1/2) hours commencing at 8:00 a.m. and ending at 4:30 p.m. There shall be a fifteen (15) minute break from, or as near to as practical, 9:15 a.m. to 9:30 a.m., and a fifteen (15) minute break from, or as near to as practical, 2:30 to 2:45 p.m. The lunch hour shall be 1/2 hour paid time and 1/2 hour unpaid time. The Authority shall allow employees a five (5) minute grace period upon shift start for docking

purposes only. Employees who fail to punch in prior to shift start shall be considered tardy and subject to prescribed disciplinary action.

17.3. Casual Laborers shall work no more than eighteen (18) hours per week. The normal work week for Casual Laborers shall consist of four (4) four and one-half (4 1/2) hour days, between the hours of 8:00 a.m. and 4:30 p.m.

17.4. Lunch periods should be taken between 11:00 a.m. and 1:30 p.m. Lunch periods should be staggered among available staff so that the Main Office, Leasing Office, and Section 8 Office remain open during this time.

17.5. Nothing in this article shall preclude the Authority from making emergency changes of a temporary nature.

17.6. Upon receipt of a twenty-four (24) hour advance written request to the Employer, a bargaining unit employee may be permitted the ability to work a shift other than as described in subsections 17.1 and 17.2 herein. The Employer agrees to forward a copy of such request to the Local Union representative.

The employee shall submit a written request to his immediate supervisor describing the work shift that would be worked during a time period designated by the Employer. All requests noted herein must receive the immediate supervisor's approval.

The parties agree that an employee will not be mandated to change his work schedule if he worked overtime for emergency purposes or at the direction of his supervisor.

ARTICLE 18
OVERTIME

18.1. All employees in the job classifications covered by this Agreement shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Paid sick leave hours shall not count towards the computation of overtime; however, hours paid for holidays shall count as hours worked for the purpose of overtime computation. If overtime is mandated by the Employer, then the employee shall have the option of choosing pay at time and one-half (1 1/2) or compensatory time at one (1) times the amount of hours an employee works. If the overtime is mandatory, then the employee shall be paid overtime in cash at time and one- half (1 1/2).

18.2. All hours worked on Sunday by regular employees shall be paid at one and one-half (1 1/2) times the regular hourly rate of pay.

18.3. Callout time is defined as being recalled to work after the employee has completed the normal workday and has left the worksite. Pay for such callouts shall be a minimum of two (2) hours at the regular rate of pay, or if the number of hours exceeds forty (40) hours for the week, at one and one-half (1 1/2) the regular rate of pay. Calls will not be grouped together when calculating total time.

18.4. Maintenance personnel on call for emergency work orders will be compensated a flat rate of ten dollars ($10.00) for resolving a problem by phone, or for determining that the problem can be deferred until the next business day. Maintenance personnel and their back-up assigned to call-out shall be paid two (2) hours straight time for each day assigned when responding to first call or when no calls are received. Lock-outs shall be treated as any other emergency call-out and shall be paid as such.

18.5. Bargaining unit employees shall receive a ten dollar ($10.00) lockout fee for lockout services performed after regularly scheduled working hours and on weekends and holidays instead of callout pay.

ARTICLE 19
VACANCIES AND PROMOTIONS

19.1. When a vacancy occurs (vacancy means "retirement, death, fired, quitting, etc.") or a new classification is created within the bargaining unit, the Authority shall post notice of such opening(s) at each worksite for a period of seven (7) working days. The notice shall contain the job title, rate of pay, worksite, shift, a brief job description and the date of posting.

Any employee who wishes to be considered for the posted job shall file a written application with the Executive Director or designee by the end of the posting period. All applications shall include the applicant's name, date of hire, current classification, and the date the application was submitted to the Authority. All applications shall be date/time stamped upon receipt by the Authority and a copy of the job postings and a list of all applications shall be provided to the Union by the end of the posting period.

19.2. Within ten (10) days, or no more than twenty (20) days, of the close of the posting period, all applicants will be evaluated for the vacant position. Evaluation may include written testing of basic skills, that is, reading comprehension, writing ability, and basic mathematics; and advanced skills that may be related to the specific position and identified in the job posting. Following evaluation, the position will be offered to qualified applicants in order of seniority.

19.3. Employees awarded a job pursuant to the provisions of this Article 19 shall be given ninety (90) days opportunity to demonstrate their ability to perform the job on a regular basis. If they cannot demonstrate that ability, they shall be returned to their former classification without loss of seniority or benefit if a current employee, or terminated if a non-current employee. Employees awarded the job under these provisions shall be provided with all reasonable help and supervision necessary to perform the required tasks assigned. Employees shall be considered qualified for the job when they can satisfactorily perform the required duties of the job with no more supervision than is required by other qualified employees on the same job and their work meets the minimum standard applicable to the job. Employees who are awarded a job under these provisions shall be compensated at the rate of pay of the classification in which they are placed.

ARTICLE 20
SICK LEAVE

20.1. All members of the bargaining unit shall accrue sick leave credits at the rate of ten (10) hours per month not to exceed one hundred twenty (120) hours per year, and on the basis of one and one-fourth (1 1/4) working days per month making a total of fifteen (15) working days, one hundred twenty (120) hours, per year commencing with the first full month of employment. Leave is credited on the last day of month. Sick leave may be accumulated in unlimited amounts and may be used in increments of one (1) hour. Casual, temporary and seasonal employees are not eligible.

20.2. Legal holidays which occur during an employee's use of sick leave time shall not be computed against an employee's sick leave usage.

20.3. All accrued sick leave credits or use of sick leave credits shall be recorded by the Authority accounting department and shall be considered the official record. The records shall be made available to the employee for review, provided arrangements are made and approved in advance by the Executive Director.

20.4. Evidence pointing to the fact that sick leave is taken for trivial indisposition shall be sufficient cause for discipline or payroll deductions.

20.5. A doctor's certificate authorizing return to normal duties will be required for absences exceeding five (5) working days and, at the discretion of the Executive Director, any time an employee is under the care of a licensed physician. A doctor's certificate may be required if sick leave is used the day before or after a Jefferson Metropolitan Housing Authority holiday.

20.6. SICKNESS IN THE IMMEDIATE HOUSEHOLD: An employee may use accumulated sick leave to care for or assist a member of the immediate family in their illness and/or hospitalization.

However, in all instances where the employee requests the use of sick leave other than for himself, a full explanation of the circumstances surrounding the request must be included on the leave form for the Executive Director's approval.

20.7. If an employee is aware prior to when leave is to be taken, the required form should be submitted, with the supervisor's approval, to the Executive Director for approval. If the Executive Director determines that the use of sick leave is not appropriate or necessary, then the employee will be charged with annual leave or leave without pay.

When an employee remains absent from work due to serious illness in the immediate family, the employee again will be required to submit a written statement to the Executive Director stating the reasons for the absence.

If the illness or hospitalization of a dependent member of the immediate family causes the employee to be absent from work for three (3) or more consecutive work days, the Executive

Director may require a written statement from a registered practicing physician to support the absence.

Immediate family as used in this paragraph shall mean employee's spouse, co-domiciled partner, children, adopted child, or any person the employee has legal guardianship of, brother, sister, or parents; any family member living in the employee's home whether by blood or marriage.

20.8. Sickness or injury on the job must be verified by the supervisor when the employee goes home early from work. Sick leave will not be charged to an employee for the time lost during the day of a job related injury.

20.9. REPORTING SICKNESS BY THE EMPLOYEES: If the employee is unable to report to work because of illness and has not made satisfactory arrangements previously, the employee or a family member must notify the Authority's central office by telephone by 8:00 a.m. If he stays away from work and does not telephone the supervisor within the specified time, such absence may be considered an unexcused absence, and the employee may forfeit pay for all the time during which he/she is absent from work.

The employee shall keep his supervisor informed of the probable duration of the illness and the probable date of return to duty.

20.10. MISUSE OF SICK LEAVE: If it has been established that an employee may be misusing sick leave privileges, he/she may be required to substantiate all sickness by a statement from a registered practicing physician, or may be subject to disciplinary action.

20.11. PREGNANCY/MATERNITY LEAVE:

A. Maternity Leave as used in this paragraph shall generally mean a period of leave not to exceed fourteen (14) weeks in duration. Any maternity leave in excess of or less than fourteen (14) weeks will be dealt with on an individual basis at the discretion of the Executive Director.

B. Maternity Leave has several options for the employee. An employee may, if she wishes, use any or all of her sick leave and annual leave prior to the birth of the baby and for the recovery period, or she may retain her sick leave and/or annual leave and go on maternity leave of absence without pay for a period not to exceed that stated in the previous paragraph.

C. Immediately upon obtaining knowledge of becoming pregnant, the employee shall notify her immediate supervisor. She shall consult with her physician and in turn notify the Authority as to how long she may work, based upon the requirements of her job.

D. Maternity Leave will begin when the employee's physician states in writing that she may no longer safely perform her job. Maternity Leave will end when the employee's physician states in writing that resumption of normal work activity following delivery of the child will not be detrimental to the employee.

E. Following maternity leave and upon returning to work, such employee will be reinstated in her original job or one of like status and pay.

F. Where the Executive Director has reason to believe that the pregnancy is inhibiting the usual performance of duties, the employee may be required (in writing) to begin sick leave, annual leave, or maternity leave at an earlier date than that selected by the employee.

G. All benefits, seniority, hospitalization, leave accumulation, etc., will continue during the period of absence that is charged to sick leave and annual leave.

All fringes will cease during the period charged as maternity leave without pay except that Authority will pay hospitalization premiums as in Article 21.3 of this agreement.

H. A male employee may use a maximum of five (5) days sick leave to care for his wife and family during the immediate postnatal period.

I. Sickness or absence from work outside the maternity leave period previously described shall be dealt with under normal sick leave provisions of the policy.

ARTICLE 21
INJURY/ILLNESS ON DUTY

21.1. All bargaining unit employees shall be entitled to apply for benefits under this article due to illness or injury incurred as a direct result of employment or under such circumstances as would cause the illness or injury to be compensable under the Workers' Compensation Law of the State of Ohio.

21.2. To apply for benefit under this article, written application shall be made to the Executive Director or designee, accompanied by a statement from a registered practicing physician stating that such employee is unable to work and that the disability is a direct result of or is concerned with the duties of the employee. Before any employee may be entitled to benefits under this article, the employee shall first have made application for Workers' Compensation benefits from any compensation fund to which the Authority contributes. The employee shall also complete an injury-on-duty form and a reimbursement form provided by the Authority before any benefit under this article shall be paid.

21.3. USE OF EITHER SICK LEAVE OR WORKERS' COMPENSATION ENTIRELY

Employees who are injured on the job shall notify the Authority, in writing, within five (5) working days 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 if they submit such a request in writing via their immediate supervisor to the Executive Director. Regular employees shall be included in the Authority's Medical and Hospitalization Plan while on an injury leave and on the Authority's payroll. An employee will be considered on the payroll in a calendar month when they receive at least one day's pay for that month. Pay is defined as regular hourly pay, sick leave pay, or

annual leave pay. Otherwise, the employee can elect to purchase health insurance at the Authority's group rate for a period not to exceed six (6) months. After six (6) months, the employee may purchase health insurance from the Authority's carrier at the carrier's current rate.

Employees off on Workers' Compensation and not on the payroll for more than six (6) months will accrue vacation and sick leave for the first six (6) months.

ARTICLE 22
LEAVES OF ABSENCE

22.1. Under conditions hereinafter specified, employees of the Authority shall be granted leaves of absence without pay for the following purposes: to attend school in order that the employees may broaden their knowledge that may assist them to elevate to a higher position or benefit their present classification with the Authority, or for any other reason that the Authority deems beneficial to the employees except employment elsewhere. Such personal leave shall not be a period to exceed one (1) year and shall not be for less than thirty (30) days.

Leaves of absence shall be authorized by the Authority based on the merits of the request by the employee. The application for the leave 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.

Absence with or without pay must be authorized by the Authority to permit employees to attend meetings or conventions relating directly to the work of the Authority or Union activity (such leave shall not exceed eight (8) working days). With the approval of the Executive Director, up to eight (8) days with pay shall be granted to Union members. These paid days shall not exceed eight (8) work days for the entire bargaining unit. Employees may be returned to work prior to the expiration of any leave if such earlier return is agreed to be the Authority and the employee.

22.2. Upon request to the Authority, employees who become pregnant may be superceded by USSERA and granted family and medical leave in accordance with the policy in effect when such request is made.

If more than five (5) days of sick leave is requested for recovery, a medical statement is required. Should the maternity leave of absence without pay exceed six (6) months, the employee may request and be granted a disability leave.

22.3. An employee who is called for jury duty or subpoenaed as a witness in a criminal or civil action shall be granted a leave of absence for any period of such service. The employee will be compensated for the difference between his regular pay and jury or witness pay for absence caused by such service, provided that the employee or his immediate family are not parties to the criminal or civil action at which the employee is subpoenaed. To be eligible for such pay the employee must present verification of the call to jury and the amount received as jury or witness fee. In lieu of the aforementioned procedure, the employee may receive full regular pay by turning over, to the Authority, all funds received from the court as pay for service.

22.4. With the approval of the Executive Director, absence with regular pay shall be granted to duly elected bargaining unit members to attend meetings and conventions of the International Union on a regional, state, or national level. The maximum number of days shall not exceed eight (8) eight (8) hour days for the entire bargaining unit.

22.5. Employees who leave the service of the Authority to enter the United States Armed Forces or the service of the Maritime Commission, and who return within one hundred eighty (180) days after release from such service, shall be rehired and granted all seniority rights upon their return, as if continuously employed by the Authority during such service.

22.6. All employees who are members of the Ohio National Guard, the Ohio organized militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services as defined in Section 5903.01 of the Ohio Revised Code for up to twenty-two (22) eight (8) hour work days, or not to exceed one hundred seventy-six (176) hours in any one (1) calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. This provision in no way abrogates a veteran's present or future rights.

Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 3923.21 of the Revised Code are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

A. the difference between the employee's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;

B. five hundred dollars ($500.00).

No employee will receive payment under this section if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

22.7. In the event of death in the immediate family of an employee, he/she will be granted five (5) days off with pay. For the purpose of this section immediate family shall be defined as spouse, co-domiciled partner, siblings, children, and parents of the employee and their spouse, the employee's spouse, natural, step/adopted or legal guardian.

Three (3) days bereavement with pay shall be granted in the death of the employee's grandparents or grandchildren.

One (1) day bereavement leave with pay shall be granted in the event of the death of an employee's aunt, uncle, niece, or nephew to attend the funeral.

ARTICLE 23
HOLIDAYS

23.1. All employees of the bargaining unit excluding casual labor, temporary, seasonal and part-time shall be entitled to the following paid holidays at regular pay:

New Years Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day

23.2. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding the holiday shall be observed as such. Should the holiday fall on a Sunday, then the Monday immediately succeeding shall be observed as the holiday. In any continuous operation, the holiday shall be observed on the day on which it actually falls.

23.3. In addition to their regular holiday pay, full-time bargaining unit employees shall be compensated at one and one-half (1 1/2) times their hourly rate of pay for all hours worked on any of the days listed in this article. When an employee is called out to work on a holiday, he shall be guaranteed a minimum of three (3) hours of pay.

ARTICLE 24
VACATIONS

24.1. All bargaining unit employees excepting casual laborers, temporary, seasonal and probationary shall be entitled to annual vacation leave subject to the terms listed in this article.

A. Regular employees who work full time throughout the year shall be given vacation leave with pay. Part-time, casual, temporary and probationary employees shall not receive paid vacation leave during the period of such status.

B. Vacation leave with pay shall be earned by eligible employees as defined in 24.2 (A) above as shown below. Accumulation shall begin with the first full calendar month of employment. Each employee must accumulate five (5) days of vacation leave before eligible to take such leave.

C. No leave in excess of that actually accumulated may be taken. "Continuous Service," as used below, shall be described as unbroken regular employment, or employment broken only by any approved leave of absence.

CONTINUOUS SERVICE	RATE OF ACCUMULATION
1 year to 5 years	2 weeks – 6.7 hours per month
Over 5 years to 10 years	3 weeks – 10 hours per month
Over 10 years to 15 years	4 weeks – 13.3 hours per month
Over 15 years to 20 years	5 weeks – 16.7 hours per month
Over 20 years to 25 years	6 weeks – 20 hours per month
Over 25 years	7 weeks – 23.3 hours per month

D. Vacation leave, based on the actual years of employment for each employee may be accumulated but must not exceed two (2) times the annual accumulation as of December 31 of each year. The accumulation limit may be waived by the Executive Director in extenuating circumstances.

E. Legal holidays occurring during an employee's annual leave shall not be computed as a working day against vacation leave.

F. The leave status of each employee will be reported to the central office each day prior to 8:15 a.m.

G. Regular employees who are separated shall be paid in a lump sum for any accumulated vacation leave at his highest hourly rate of pay. Separation for the purpose of this sub-paragraph shall include entering into military service under conditions set forth in Article 22.5.

H. In no event shall an employee be paid for vacation leave not taken, except as indicated in Article 28.

I. Determination of preferences as to time of taking vacation leave shall include primary consideration based on seniority of the employee within the department service.

J. Vacation leave is granted with the expressed intent of giving the employee a chance to rest and be away from the daily work. Vacation leave shall be granted and taken in consecutive days and for the maximum accrual each year insofar as practical. Leave in increments of less than one (1) hour will not be approved. Leave must be approved by the immediate supervisor who in turn must notify the Executive Director or designee of the approval. All leave requests and approvals must be in writing on the approved vacation form. Employees taking/on vacation may not work overtime on the same calendar day as vacation leave falls.

K. Vacation leave may be used in lieu of depleted sick leave with advanced approval by the supervisor and Executive Director.

L. Regular scheduling of leave for each calendar year for vacation will be done by April 1 of each year in order to assure an adequate work force at all times. Employees not scheduling vacation leave prior to April 1 will lose seniority preference as referred to in 24.2 Paragraph I.

M. Revision of any scheduled leave must be in writing and have the approval of the immediate supervisor and/or the Executive Director or designee.

N. In order to maintain an adequate work force to perform the required work and provide the services that are normally provided by the Authority, the Authority shall determine the number of employees that shall be granted vacation leave at any given time.

In scheduling vacation time, the Authority will allow and approve two (2) choices for time off to allow a split vacation during the year.

ARTICLE 25
BENEFITS

25.1. For the first year of the agreement, the Authority agrees to provide to employees working or scheduled to work thirty (30) hours per week, at the Authority's cost, hospitalization and surgical benefits at least comparable to that level in effect on the execution date of the agreement. After the first anniversary date of the agreement, the Authority shall provide hospitalization and surgical benefits to employees who are scheduled to work at least thirty (30) hours per week.

25.2. Within six (6) weeks following the execution date of the agreement, the parties agree to form a joint Labor/Management Health Care Committee. The purpose of the Committee shall be to assist the Director in the bidding, review, and selection process of health care benefits. The Committee shall act as an advisory agent to the Director with regard to modifications in benefit levels and/or health care providers. The final determination as to the above-referenced modifications shall be the sole responsibility of the Director. Nothing in this article shall prevent the Authority from making modifications to the existing plan for the purpose of soliciting health care proposals for comparison during the first year of the agreement.

Effective May 1, 2010, employees shall contribute ten percent (10%) of the monthly premium costs for health insurance. The Employer shall pay the remaining ninety percent (90%).

Effective May 1, 2011, employees shall contribute ten percent (10%) of the monthly premium costs for health insurance. The Employer shall pay the remaining ninety percent (90%).

Employee contributions, as described herein, shall be made through payroll deductions.

25.3. The Authority agrees to contribute the sum of fifty-four dollars ($54.00) per month for each bargaining unit employee, to the Ohio AFSCME Care Plan. Such contribution shall be for the following benefit coverage: Life Insurance, Hearing Care, Vision Care II and Dental Care Level II. Subject to the approval of HUD, the benefits contained in Section 25.3 of this Agreement shall be made available to the incumbent employees in the Casual Laborer classification.

Vision II	$12.00
Dental II	$34.00

Life	$ 7.50
Hearing	$ .50
	$54.00

ARTICLE 26
WAGES

26.1. Compensation for all employees shall be based upon their hourly rates of pay, payable biweekly for all hours worked in the pay period at the appropriate rate of pay.

26.2. Pay periods shall be biweekly ending on Fridays. No checks will be issued to employees or their families or others until after 4:00 p.m. Thursday, the week following the pay period. Exceptions will be for vacations, extended sick leave, or a serious illness. Permission to pick up checks must be in writing to the Executive Director or Finance Director. Ability to receive checks earlier than indicated above is subject to the checks being prepared and signed prior to 4:00 p.m. on Thursday of pay week.

26.3. Applicable wage rates are included in Appendix A of this Agreement. Effective the first full pay period following May 1, 2013, bargaining unit employees shall receive a two percent (2%) increase to their hourly rates of pay.

Effective the first full pay period following May 1, 2014, bargaining unit employees shall receive a two percent (2%) increase to their hourly rate of pay.

26.4. Effective May 1, 1997, the Authority shall implement a step schedule for each bargaining unit position. Step 7 shall be four percent (4%) less than step 8, step 6 shall be four percent (4%) less than step 7 and so forth. All current employees shall be placed at step 8 of the new pay range regardless of the time they have been in the pay range for their classification. All new hires shall be hired at step 1 of the pay range for their classification and shall automatically progress to the next higher step after serving one (1) year at a step in the pay range and step, and they shall progress one (1) step each year until they reach step 8. Employees who are promoted to a new pay range shall be placed at the step which shall provide them with at least a four percent (4%) raise in pay. Employees who bid or bump to an equal or lower paying classification shall be placed on the same step as they previously held (step 5 to step 5). Thereafter employees who bid or bump into a new pay range shall progress to the next step of the pay range each year until they reach step 8.
26.5.

A. Effective the first full pay period following the execution of the agreement each full-time employee will receive a lump sum of five percent (5%) of his base pay for the fifty-two (52) week pay period prior to May 1, 2012 (i.e., five percent [5%] of the previous year's hourly rate of pay with payment calculated at 2080 hours).

ARTICLE 27
LONGEVITY

27.1. Longevity pay shall be based, paid, and set according to the following schedule for completion of continuous calendar years of service:

YEARS OF SERVICE	LONGEVITY PAY ANNUALLY
0 to 4 years	0
5	195
6	234
7	273
8	312
9	351
10	390
11	429
12	468
13	507
14	546
15	585
16	624
17	663
18	702
19	741
20	780
21	819
22	858
23	897
24	936
25 and thereafter	975

27.2. Payment of longevity shall be made the week following the first pay period in November of each calendar year.

ARTICLE 28
SEVERANCE

Effective May 1, 2003, the following will apply:

28.1. Upon retirement, resignation or death from the Authority, all bargaining unit employees shall be entitled to the following payment: longevity pay prorated to the actual day of separation (i.e., an employee who retires on the 300th day of the year will receive 300/365 of longevity); all vacation entitlements; accumulated sick time according to the following schedule:

May 1, 2003 to December 31, 2003	100% Sick Leave
January 1, 2004 to December 31, 2004	85% Sick Leave
January 1, 2005 to December 31, 2005	70% Sick Leave

January 1, 2006 to March 31, 2006	60% Sick Leave
On or After April 1, 2006	50% Sick Leave

28.2. Employees MAY cash in accumulated sick leave in excess of one hundred twenty (120) hours at fifty percent (50%) value as of December 31 each year. (Request must be made in writing before December 31st and will be paid in February.)

ARTICLE 29
SUCCESSOR AGREEMENT

29.1. If, for any reason, the Management of the Jefferson Metropolitan Housing Authority should be changed from public sector to private sector management, or for any other reason be removed from the auspices of HUD (i.e., Management of the Authority is transferred to a private not for profit agency or a private for profit agency), any successor employer must retain all current employees and agree to honor all terms and conditions of this collective bargaining agreement prior to any transfer of management of the Authority.

ARTICLE 30
VEHICLE MAINTENANCE AND USAGE

30.1. GENERAL PROVISIONS:

1. Employees driving any vehicle for Jefferson Metropolitan Housing Authority business purposes must:

    a. possess a valid driver's license;

    b. provide the Authority with a photocopy of a valid driver's license;

    c. upon renewal of license, provide the Authority with a photocopy of the new driver's license;

    d. obey all parking and motor vehicle regulations, including wearing seat belts or safety harness;

    e. report all moving violations in an Authority vehicle to their supervisor no later than the next business day;

    f. report all moving violations in a private vehicle (only if they occurred while on duty) to their Supervisor no later than the next business day;

    g. REPORT ANY RESTRICTIONS, SUSPENSIONS OR CHANGES IN THE STATUS OF THEIR DRIVER'S LICENSE TO THEIR SUPERVISOR NO LATER THAN THE NEXT BUSINESS DAY;

    h. fully comply with any sanction imposed and pay any fines or penalties incurred as a result of an violation;

i. immediately report any accident, regardless if they are driving an Authority owned or operated vehicle or a personal vehicle to their Supervisor or designated staff member. For more complete explanation concerning accidents refer to Vehicle Accidents in the Safety and Health Related Issues Policy. Copies of this policy are attached as an Appendix to this Agreement;

j. employees are permitted to use any motor vehicle owned or operated by Jefferson Metropolitan Housing Authority for company business only;

k. Jefferson Metropolitan Housing Authority vehicles shall not be used for transportation to and from work unless prior specific authorization from the Executive Director or his designee is given for such use;

l. employees who have permission to drive a Jefferson Metropolitan Housing Authority vehicle to and from work are responsible for additional income tax as a result of this benefit;

m. employees are not allowed to leave their vehicle running if the driver of the vehicle is not in the vehicle;

n. employees shall not allow any non-Jefferson Metropolitan Housing Authority personnel to ride in any Jefferson Metropolitan Housing Authority vehicle unless it is directly related to Authority business;

o. employees who suspect there is anything wrong with a vehicle, including inoperable seat belts, must immediately complete an Authority Vehicle Inspection Sheet; a copy of this Inspection Sheet is attached as an Appendix to the Agreement;

p. employees must properly load vehicle, correctly distributing and balancing the load within the weight limitations of the vehicle; all vehicles must have the load covered at all times;

q. employees are responsible for proper care of the vehicle, including monitoring the levels of air in the tires, gasoline, oil, antifreeze, etc.; the vehicle shall be kept free from debris;

r. the following rules are for the safety of Authority employees:

(1) employees who are on work time or official business and who either drive or occupy a motor vehicle must wear safety or seat belts. (This means, that even if you are riding in someone else's vehicle [such as a taxi] while you are working, you must wear a seat belt.)

30.2. USE OF PERSONAL VEHICLE FOR JEFFERSON METROPOLITAN HOUSING AUTHORITY BUSINESS:

If no other vehicle is available, personal vehicles may be used to conduct Authority business with prior authorization by the Executive Director. There will be a mileage reimbursement. A daily log must be kept which includes date, specific time the trip began and ended, purpose of travel, and exact mileage. This reimbursement is designed to help offset the cost of auto insurance, gasoline and normal wear and tear of the vehicle.

Employees driving a personal vehicle for company business must submit proof of liability insurance to their supervisor for verification. The Authority will not pay for loss or damages to personal vehicles driven by an employee for Authority business. Employees who drive their personal vehicle for company business are not allowed to have non Authority personnel in the vehicle during working hours unless it is directly related to Authority business.

The Authority shall make every effort to provide a safe environment and to secure the parking lots where employees are required to park their personal vehicles. If an employee has their vehicle damaged on the Authority's property, they can submit a claim for consideration of reimbursement of costs incurred by the damage. Each claim and incident will be decided on a case by case basis. All decisions regarding each claim are at the discretion of the Executive Director.

30.3. APPLICANT AND/OR AN EMPLOYEE WITH A POOR DRIVING RECORD

Candidates for a position which require the use of a motor vehicle will have their Motor Vehicle Driving Record checked either during the application process or after the start of employment, depending on the amount of time available. Candidates must have a driving record acceptable to the Authority and the Authority's Insurance Carrier. Termination may occur upon receipt of a Motor Vehicle Driving Record which indicates an unacceptable driving history and uninsurability by Authority's insurance carrier. If the Authority insurance carrier refuses to accept any employee under the General Motor Vehicle Insurance Plan because of a poor driving record (frequent accidents, convicted for driving while intoxicated, involved in a hit and run, numerous speeding or other moving violations, etc.) the employee will be required to:

A. Purchase insurance which duplicates Authority coverage standards. A copy of this insurance policy which names the Authority as a co-insurer for any claims for work related accidents only, before the insurance would pay the employee, must be submitted; or

B. Pay the additional insurance premiums for the high risk pool. This will vary depending on the offense and vehicle needed to drive in order to complete the work assignment. It may be paid in a lump sum payment or through payroll deduction. This insurance premium is an annual premium and the Authority does not receive any rebate or reduction in cost if the employee is covered for one day or the entire year. Therefore, employees are responsible for the entire annual premium even if they move to another Authority position which does not require driving, or if the insurance carrier subsequently determines that they are no longer required to be in the high risk category; or

C. Be placed in a non-driving position at the discretion of Authority management. Employees placed in this type of position must sign an acknowledgment to their non-driving status. Employees in this category are prohibited from driving any Authority owned or leased vehicle or personal vehicle for Authority business; or

D. Employment will be terminated if none of the previous options are possible or feasible.

ARTICLE 31
TRAVEL

31.1. Bargaining unit employees of the Authority may perform official travel upon authorization of the Executive Director or the Board of Commissioners of the Authority. Attendance at conferences, conventions and meetings shall be limited to the number of persons necessary to cover the meeting adequately.

31.2. Transportation costs for employees authorized to travel on official business shall be paid by the Authority. Airline (tourist or coach) shall be the standard means of transportation. Costs of taxi fares, telegrams, faxes, secretarial services and similar items necessary to the performance of official business shall be considered reimbursable items.

31.3. In addition to reimbursable costs as outlined above, actual reasonable and ordinary expenses for lodging and subsistence shall be paid as supported by receipts for employees.

31.4. Reimbursement for use of a privately owned automobile for authorized travel shall be limited to the cost of common carrier permitted herein. Where it has been determined that travel by private vehicle is more advantageous to the Authority that travel by common carrier, the reimbursement shall be made at the rate federal rate established by the Internal Revenue Service (but in no event shall such mileage allowance exceed common carrier cost). This determination is not required in connection with reimbursement for trips to nearby communities to carry out normal operation functions. Whenever vehicle travel is involved, signed records of vehicle expenditures and mileage, or of mileage only in the case of privately owned vehicle, shall be submitted and approved before payment. If two or more persons travel in the same vehicle, only one of those persons shall be reimbursed for mileage or vehicle expenditures.

ARTICLE 32
PROBATIONARY PERIOD

32.1. The probationary period for all newly hired employees shall not exceed four (4) months within the classifications of this agreement. The promotional probationary period shall not exceed three (3) months. Upon completion of the probationary period, seniority shall start from the date of hire.

32.2. The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees or to reduce promotional probationary employees to their previous rank, and any such action with respect to newly hired probationary employees shall not be appealable

through any Grievance or Arbitration Procedure herein contained. The supervisor, if the employee is so removed and returned to his earlier position, shall complete an evaluation showing in what respect the performance of the employee was deficient. The evaluation shall be reviewed by the Director, and a copy of the evaluation shall be given to the employee.

An employee who feels that he or she cannot sufficiently perform the work can request to be returned to his former position or a similar one in the previous classification at the former rate of pay. An employee electing to return to his former classification rather than being demoted by management shall not be penalized for his choice when bidding on another position in the Authority.

Each probationary employee shall receive an evaluation by his immediate supervisor at the completion of the first half of his probationary period. Each employee shall receive a final probationary evaluation by his immediate supervisor before the end of his probationary period. An employee's probationary period will be extended by the number of days equal to the number of days he is off duty for any cause, except for contractual days off with pay.

ARTICLE 33
TEMPORARY POSITIONS

33.1. Temporary transfers shall be offered to qualified employees on a voluntary basis. If there are no volunteers, the Employer may fill the job with a temporary employee from outside the bargaining unit. At the conclusion of the temporary transfer, the transferred employee shall be returned to his permanent position. If the position was filled by a temporary employee from outside the unit, that person will be removed at the conclusion of the original employee's leave of absence. This process shall only take place once for each temporary vacancy.

33.2. If at the approved leave of absence the Authority determines that the position shall be deemed permanent and posted and filled in accordance with the Vacancies and Promotions article of this agreement.

33.3. The Authority may employ persons referred under Job Readiness, students, and summer help. The use of these persons shall not replace or displace bargaining unit employees or erode the bargaining unit in any way.

33.4. When an employee agrees or is assigned to work in a classification in a position with a rate of compensation higher than the employee's rate of compensation, the employee shall be paid that rate of compensation. In no event shall an employee's pay be reduced as a result of a temporary transfer.

33.5. The parties agree that the Authority may need to hire temporary help in the summer months to assist in grass cutting and general lawn maintenance. Such temporary help shall be in compliance with Article 17, Section 17.3, of the labor agreement. The temporary employees shall not work more than five (5) months per year. The Employer shall not extend this time period or hire temporary employees for reasons other than specified herein without mutual agreement with the Union. Nothing in this section shall prevent bargaining unit employees from performing maintenance duties.

ARTICLE 34
AGENCY POLICIES AND PROCEDURES

34.1. Agency policies and procedures shall be defined as any rules, regulations and/or policies and procedures governing the employee's conduct and job duties during regularly scheduled work hours.

34.2. When any new current policies and procedures are established or revisions to the current policies and procedures are to be effectuated, the Union shall be notified fifteen (15) days prior to any changes taking place. During this fifteen (15) day period the Union can request a labor/management meeting with the Employer to discuss said changes and its affect on the bargaining unit.

34.3. Employees shall be notified in writing, of any new policies and procedures or revisions of policies and procedures, five (5) days prior to the effective date of such policies and procedures.

34.4. All policies and procedures shall be reasonable, and shall be uniformly applied an enforced.

34.5. The Employer shall specify the supervisory chain of command for every site and every department.

34.6. Nothing in this article will prevent the Employer to implement a policy or procedure in less than fifteen (15) days when an emergency arises.

ARTICLE 35
UNIFORMS

35.1. For the duration of this Agreement, if the Authority requires staff to wear uniforms, the Employer agrees to supply, at no cost to the employees of the Jefferson Metropolitan Housing Authority, eleven (11) sets of uniforms (shirts, trousers, jackets, hats). Such uniforms shall be cleaned and replaced (at no cost to the employee) as they become unserviceable as determined by the provider. Uniforms which are lost or not returned by the uniform service shall be reported to the Employer as soon as the employee is made aware of such loss.

35.2. The Authority shall issue all maintenance employees a fifty dollar ($50.00) (payment) allowance for the purpose of purchasing steel toe shoes or boots. The first payment shall be issued by January 15, 2001 and will be issued no later than January 15 of each calendar year thereafter.

ARTICLE 36
LABOR/MANAGEMENT MEETINGS

In the interest of effective communication, the parties agree to form a Joint Labor/Management Committee which shall meet on an as needed basis, but at least once each calendar quarter. Requests for such meeting will be made at least five (5) working days prior to the requested meeting date. The request shall contain an agenda of the items the party wishes to discuss and

the names of the representatives who will attend the meeting. The purpose of the meetings is to discuss the interpretation and administration of the Collective Bargaining Agreement, changes made by the Employer which may affect the bargaining unit, Health and Safety issues, dissemination of information and other issues of interest to the parties.

No more than four (4) Union representatives (excluding the Ohio Council 8 Staff Representative) will attend the meeting. The parties may, through mutual agreement, invite additional individuals to attend and address specific issues. Union representatives shall not lose pay or benefits while attending these meetings.

ARTICLE 37
DURATION

37.1. This collective bargaining agreement shall be in full force and effect commencing May 1, 2012, and continue in effect until expiration on April 30, 2015, at 11:59 p.m. If either party desires to amend or modify this Agreement it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be sent by certified mail (return receipt requested). The parties shall make every effort to commence negotiations within two (2) weeks of receiving such notice of intent.

37.2. Executed this 19th day of October 2012 at Steubenville, Ohio.

FOR THE JEFFERSON METROPOLITAN HOUSING AUTHORITY

Joseph Costantini, Executive Director

James Fullen, Finance Director

Ruel Mitchell, Vice Chairman
Board of Commissioners

Michael L. Seyer, Labor Relations Consultant

FOR AFSCME, OHIO COUNCIL 8, LOCAL 673

Gloria Terry, President Local 673

Joseph Chadwick, Vice President Local 673

Sara DiCarlantonio, Treasurer Local 673

Jeff McDevitt, Member

Jaladah Aslam, Staff Representative
Ohio Council 8

FOR THE JEFFERSON METROPOLITAN HOUSING AUTHORITY

Joseph Constantini, Executive Director

~~Daniel Pinciaro~~, Director of Housing Programs
Wendy Barr

Lisa Baumgard, Assistant Finance Director

Michael L. Seyer, Labor Relations Consultant

FOR AFSCME, OHIO COUNCIL 8, LOCAL 673

Bill Harvey, President

Chris Mallory, Vice President

Gloria Terry, Bargaining Team Member

Jeff McDevitt. Bargaining Team Member

Jaladah Aslam, Staff Representative
9/27/12

APPENDIX A
Effective 5/1/2012

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Mgr 3/Occ Spec 3	14.49	15.10	15.73	16.38	17.07	17.77	18.52	19.28
	30,146.36	31,406.20	32,711.05	34,060.88	35,500.71	36,963.03	38,515.34	40,112.65
Mgr 2/Occ Spec 2	13.39	13.95	14.53	15.13	15.76	16.42	17.11	17.81
	27,851.63	29,012.49	30,213.85	31,473.69	32,778.54	34,150.87	35,590.70	37,053.02
Mgr 1/Occ Spec 1	12.27	12.76	13.29	13.86	14.43	15.03	15.66	16.31
	25,511.92	26,546.79	27,649.16	28,819.02	30,011.37	31,271.22	32,576.06	33,925.90
Receptionist	8.97	9.33	9.73	10.13	10.57	11.00	11.45	11.93
	18,650.25	19,415.15	20,247.55	21,079.95	21,979.84	22,879.73	23,824.62	24,814.50
Clerk	10.76	11.22	11.68	12.16	12.67	13.20	13.75	14.32
	22,384.79	23,329.68	24,297.06	25,286.94	26,344.31	27,446.68	28,594.04	29,786.40
Insp. PT 25HR	13.39	13.95	14.53	15.13	15.76	16.42	17.11	17.81
	17,407.27	18,138.43	18,883.65	19,671.06	20,486.59	21,344.29	22,244.19	23,158.14
Tenant Acct. Supv	14.49	15.10	15.73	16.38	17.07	17.77	18.52	19.28
	30,146.36	31,406.20	32,711.05	34,060.88	35,500.71	36,963.03	38,515.34	40,112.65
Tenant Sel.Supv	12.27	12.76	13.29	13.86	14.43	15.03	15.66	16.31
	25,511.92	26,546.79	27,649.16	28,819.02	30,011.37	31,271.22	32,576.06	33,925.90
Storeroom	13.39	13.95	14.53	15.13	15.76	16.42	17.11	17.81
	27,851.63	29,021.49	30,213.85	31,473.69	32,778.54	34,150.87	35,590.70	37,053.02
Maintenance 3	14.49	15.10	15.73	16.38	17.07	17.77	18.52	19.28
	30,146.36	31,406.20	32,711.05	34,060.88	35,500.71	36,963.03	38,515.34	40,112.65
Maintenance 2	13.39	13.95	14.53	15.13	15.76	16.42	17.11	17.81
	27,851.63	29,021.49	30,213.85	31,473.69	32,778.54	34,150.87	35,590.70	37,053.02
Maintenance 1	12.27	12.76	13.29	13.86	14.43	15.03	15.66	16.31
	25,511.92	26,546.79	27,649.16	28,819.02	30,011.37	31,271.22	32,576.06	33,925.90
Custodian	10.76	11.22	11.68	12.16	12.67	13.20	13.75	14.32
	22,384.79	23,329.68	24,297.06	25,286.94	26,344.31	27,446.68	28,594.04	29,786.40
Hskpr PT 25HR	7.90	8.22	8.57	8.92	9.29	9.68	10.08	10.50
	10,264.38	10,686.21	11,136.15	11,600.16	12,078.23	12,584.42	13,104.67	13,653.04

APPENDIX A

WAGE RATES EFFECTIVE 1ST FULL PAY PERIOD FOLLOWING 5/1/13 – 2% INCREASE

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Mgr 3/Occ Spec 3	14.78	15.40	16.04	16.71	17.41	18.13	18.89	19.67
	30,741.98	32,036.16	33,372.77	34,751.81	36,215.71	37,700.83	39,292.03	40,904.45
Mgr 2/Occ Spec 2	13.66	14.23	14.82	15.43	16.08	16.75	17.45	18.17
	28,408.22	29,596.32	30,826.85	32,099.81	33,436.42	34,836.67	36,300.58	37,785.70
Mgr 1/Occ Spec 1	12.52	13.02	13.56	14.14	14.72	15.33	15.97	16.64
	26,032.03	27,071.62	28,196.06	29,405.38	30,614.69	31,887.65	33,224.26	34,603.30
Receptionist	9.15	9.52	9.92	10.33	10.78	11.22	11.68	12.17
	19,030.75	19,794.53	20,643.17	21,491.81	22,425.31	23,337.60	24,292.32	25,310.69
Clerk	10.98	11.44	11.91	12.40	12.92	13.46	14.03	14.61
	22,828.42	23,804.35	24,780.29	25,798.66	26,880.67	28,005.12	29,172.00	30,381.31
Insp/PT 25HR	13.66	14.23	14.82	15.43	16.08	16.58	17.45	18.17
	17,755.14	18,497.70	19,266.78	20,062.38	20,897.76	21,772.92	22,687.86	23,616.06
Tenant Acct. Supv	14.78	15.40	16.04	16.71	17.41	18.13	18.89	19.67
	30,741.98	32,036.16	33,372.77	34,751.81	36,215.71	37,700.83	39,292.03	40,904.45
Tenant Sel. Supv	12.52	13.02	13.56	14.14	14.72	15.33	15.97	16.64
	26,032.03	27,071.62	28,196.06	29,405.38	30,614.69	31,887.65	33,224.26	34,603.30
Storeroom	13.66	14.23	14.82	15.43	16.08	16.75	17.45	18.17
	28,408.22	29,596.32	30,826.85	32,099.81	33,436.42	34,836.67	36,300.58	37,785.70
Maintenance 3	14.78	15.40	16.04	16.71	17.41	18.13	18.89	19.67
	30,741.98	32,036.16	33,372.77	34,751.81	36,215.71	37,700.83	39,292.03	40,904.45
Maintenance 2	13.66	14.23	14.82	15.43	16.08	16.75	17.45	18.17
	28,408.22	29,596.32	30,826.85	32,099.81	33,436.42	34,836.67	36,300.58	37,785.70
Maintenance 1	12.52	13.02	13.56	14.14	14.72	15.33	15.97	16.64
	26,032.03	27,071.62	28,196.06	29,405.38	30,614.69	31,887.65	33,224.26	34,603.30
Custodian	10.98	11.44	11.91	12.40	12.92	13.46	14.03	14.61
	22,828.42	23,804.35	24,780.29	25,798.66	26,880.67	28,005.12	29,172.00	30,381.31
Hskpr PT 25HR	8.06	8.38	8.74	9.10	9.48	9.87	10.28	10.71
	10,475.40	10,899.72	11,363.82	11,827.92	12,318.54	12,835.68	13,366.08	13,923.00

APPENDIX A

WAGE RATES EFFECTIVE 1ST FULL PAY PERIOD FOLLOWING 5/1/14 – 2% INCREASE

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Mgr 3/Occ Spec 3	15.08	15.71	16.37	17.04	17.76	18.49	19.27	20.06
	31,356.82	32,676.88	34,040.22	35,446.84	36,940.03	38,454.85	40,077.87	41,722.54
Mgr 2/Occ Spec 2	13.93	14.51	15.12	15.74	16.40	17.08	17.80	18.53
	28,976.39	30,188.25	31,443.38	32,741.80	34,105.14	35,533.41	37,026.59	38,541.41
Mgr 1/Occ Spec 1	12.77	13.28	13.83	14.42	15.01	15.64	16.29	16.97
	26,552.67	27,613.05	28,759.99	29,993.48	31,226.98	32,525.40	33,888.74	35,295.36
Receptionist	9.33	9.71	10.12	10.54	11.00	11.44	11.91	12.41
	19,411.37	20,190.42	21,056.03	21,921.64	22,873.82	23,804.35	24,778.17	25,816.90
Clerk	11.19	11.67	12.15	12.65	13.18	13.73	14.31	14.90
	23,284.98	24,280.44	25,275.89	26,314.63	27,418.29	28,565.22	29,755.44	30,988.94
Insp/PT 25HR	13.93	14.51	15.12	15.74	16.40	16.92	17.80	18.53
	18,110.24	18,867.65	19,652.12	20,463.63	21,315.72	22,208.38	23,141.62	24,088.38
Tenant Acct. Supv	15.08	15.71	16.37	17.04	17.76	18.49	19.27	20.06
	31,356.82	32,676.88	34,040.22	35,446.84	36,940.03	38,454.85	40,077.87	41,722.54
Tenant Sel. Supv	12.77	13.28	13.83	14.42	15.01	15.64	16.29	16.97
	26,552.67	27,613.05	28,759.99	29,993.48	31,226.98	32,525.40	33,888.74	35,295.36
Storeroom	13.93	14.51	15.12	15.74	16.40	17.08	17.80	18.53
	28,976.39	30,188.25	31,443.38	32,741.80	34,105.14	35,533.41	37,026.59	38,541.41
Maintenance 3	15.08	15.71	16.37	17.04	17.76	18.49	19.27	20.06
	31,356.82	32,676.88	34,040.22	35,446.84	36,940.03	38,454.85	40,077.87	41,722.54
Maintenance 2	13.93	14.51	15.12	15.74	16.40	17.08	17.80	18.53
	28,976.39	30,188.25	31,443.38	32,741.80	34,105.14	35,533.41	37,026.59	38,541.41
Maintenance 1	12.77	13.28	13.83	14.42	15.01	15.64	16.29	16.97
	26,552.67	27,613.05	28,759.99	29,993.48	31,226.98	32,525.40	33,888.74	35,295.36
Custodian	11.19	11.67	12.15	12.65	13.18	13.73	14.31	14.90
	23,284.98	24,280.44	25,275.89	26,314.63	27,418.29	28,565.22	29,755.44	30,988.94
Hskpr PT 25HR	8.22	8.55	8.92	9.28	9.67	10.07	10.49	10.92
	10,684.91	11,117.71	11,591.10	12,064.48	12,564.91	13,092.39	13,633.40	14,201.46

APPENDIX B
DRUG FREE WORKPLACE POLICY

Jefferson Metropolitan Housing Authority

DRUG-FREE WORKPLACE POLICY

I. DRUG AND ALCOHOL POLICY

A. The unlawful manufacture, distribution, dispensation, possession, possession for sale or distribution, or use of a controlled substance is prohibited on the premises of the Jefferson Metropolitan Housing Authority. Also, the abuse of prescription drugs is expressly prohibited. Appropriate disciplinary actions, which may include termination, will be taken against any employee for violation of these prohibitions.

Disciplinary action up to and including termination will be taken if any employee:

1. Drinks alcoholic beverages or uses illegal drug substances or abuses legal prescription drugs during working hours;

2. Possesses alcoholic beverages or illegal drug substances on JMHA premises, including the employee's vehicles;

3. Reports to work under the influence of alcohol and/or drugs; or Engages in illegal off-the-job activities which adversely affect the employee's job performance or which adversely affect the employer's reputation in the community.

4. Engages in illegal off-the-job activities which adversely affect the employee's job performance or which adversely affect the Employer's reputation in the community.

B. A controlled substance for purposes of this Policy means a controlled substance listed 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). This list includes, but is not limited to marijuana, heroin, PCP, cocaine. and amphetamines.

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

1. Abide by the terms of this policy, and

2. Notify the Housing Authority of his or her criminal drug statute conviction for any violation occurring in the workplace of the Jefferson Metropolitan Housing Authority no later than five (5) days after such conviction.

APPENDIX B
DRUG FREE WORKPLACE POLICY (Continued)

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

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

D. A sanction will be imposed on any employee so convicted. Within thirty (30) days after receiving notice of the conviction:

1. The Housing Authority will take appropriate disciplinary action against such employee, up to and including termination; or

2. The Housing Authority will require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, or local health, law enforcement, or other appropriate agency.

E. Employees whose performance indicates that they may be unfit for duty because of drug or alcohol abuse will be required to submit to a drug or alcohol test administered by a JMHA designated laboratory or physician.

F. Refusal to consent to a drug or alcohol test could result in disciplinary action up to and including termination.

G. A positive result to a drug or alcohol test will result in either the employee being required to seek rehabilitation and/or being disciplined up to and including termination.

H. Failure of the employee to participate in a rehabilitation program at the request of the JMHA will result in the employee being disciplined up to and including termination.

I. The JMHA will cooperate with law enforcement authorities if it has reason to suspect that an employee is engaged in the sale, possession, or use of illegal drugs.

J. Good work performance and acceptable attendance at work is a condition of employment.

K. An employee whose employment has been terminated is not eligible for the Employee Assistance Program benefits.

II. DRUG AND ALCOHOL TESTING POLICY

Jefferson Metropolitan Housing Authority employees are exposed to the problems of drug and alcohol abuse that exists all over the country. While there may be no instant solution to this serious concern, there are a number of steps that can and must be taken in order to:

APPENDIX B
DRUG FREE WORKPLACE POLICY (Continued)

1. Ensure the health and safety of all the employees in the workplace, and

2. Provide assistance to those employees who suffer from problems of substance abuse.

In order to achieve these common goals, the following policies will apply:

A. The possession, use, transfer or sale of drugs or alcohol, or being under the influence during the work day or while on JMHA property or in a JMHA vehicle, will continue to be a serious offense and will be grounds for discipline (including termination) and referral to law enforcement authorities.

B. Any employee who believes he or she may have a problem is encouraged to utilize the Employee Assistance Program (EAP). Any supervisor may recommend that an employee utilize the EAP. Any employee who voluntarily uses the EAP will not, by doing this, place his or her job at risk.

C. Where an employee has a drug or alcohol problem, he or she shall complete the recommended treatment program successfully as a condition of continued employment. Disability and health benefits will be made available according to insurance plan terms.

D. All employees are entitled to privacy and will not be subject to random and unannounced tests for drug or alcohol use without cause. However, in order to ensure the safety of all employees and to provide for efficient operations to service the public of our community, a test may be required in the following circumstances:

   1. Pre-employment physical—applicants who test positive will not be hired.

   2. Accidents—whenever an employee is involved in an accident where human error appears to be a contributing factor.

   3. Reasonable suspicion—where an employee is suspected of having used drugs or alcohol based upon behavioral observation, performance problems or other evidence indicated involvement with alcohol or controlled substances.

E. Drug/alcohol tests will be performed by qualified medical personnel, and any positive drug test will be confirmed by a second test.

F. An employee who refuses to take a drug/alcohol test may be subject to discharge. Depending upon the circumstances involved, the penalties for a positive drug/alcohol test may include:

   1. Discharge

   2. Discipline

3. Referral to the EAP or a rehabilitation program.

G. An amnesty period shall be in effect through November 30, 2001, during which any employee referred to the EAP by any supervisor shall not be in jeopardy of disciplinary procedures described in this policy. Incidents or referrals after November 30, 2001, shall be subject to the normal disciplinary procedures described in this policy or any relevant labor agreement.

H. Jefferson Metropolitan Housing Authority's Employee Benefit Plan shall cover the cost of one (1) twenty-eight (28) day in-patient treatment for substance abuse, and the cost of follow-up out-patient treatment for an additional ninety (90) days.

III. DRUG AND ALCOHOL TESTING PROCEDURE

The following procedures will apply to the employee drug and alcohol testing program.

A. REASONABLE SUSPICION TESTING

When an employee is acting in an abnormal manner and there is "reasonable suspicion" to believe that the employee is under the influence of controlled substances and/or alcohol, the Housing Authority will require the employee to go to a medical clinic to provide a urine specimen for laboratory testing and/or to take an alcohol breath test (hereinafter referred to as "EBT") at such place as the Housing Authority directs.

"Reasonable suspicion" means suspicion based upon specific personal observations that the Housing Authority representatives can describe concerning the appearance, behavior, speech, or breath odor of the employee, where the odor is detected in addition to appearance, behavior, or speech. Suspicion is not reasonable, and thus not a basis for testing, if it is based solely upon the observations and reports of third parties.

When an employee is requested to submit to drug and/or alcohol testing, he or she shall be informed in the presence of both supervisors that he or she is being asked to submit to the test. The employee shall be informed that refusal to submit to testing will constitute a presumption of intoxication and subject the employee to immediate discharge. If the employee refuses to submit to the test, this refusal shall be in writing.

If the employee consents to the testing, he or she shall sign a consent form authorizing the collection of a specimen of urine and/or the conduct of an EBT test and a release of the results of the laboratory testing and/or EDT test to the Housing Authority. This release shall be provided by the laboratory or clinic involved which shall retain a copy of the results.

Prior to the actual drug testing, the employee will be examined by a medical doctor at the designated hospital, laboratory and/or clinic if there is one available at that location. This examination will be made to determine whether the conduct or behavior observed may

have been caused by a reason other than the possible influence of drugs and/or alcohol. If the medical doctor decides that the conduct or behavior observed by the supervisor is for a reason other than possible influence of drugs and/or alcohol, no test will be given and the employee will be returned to work without loss of pay, provided the medical doctor releases the employee to return to work. Such release must be in writing. If no doctor is reasonably available, the test shall be under the conditions set forth below.

B. POST-ACCIDENT TESTING

Post-accident testing shall occur only when an employee, officer, or department head is operating a Housing Authority owned vehicle during that person's normal work hours or during a period in which that person is receiving overtime compensation.

Post-accident testing shall be conducted only after an "accident" which meets the definitions established by the D.O.T. and the Federal Highway Administration. Under those provisions, an "accident" for purposes of post-accident drug and alcohol testing is defined as follows:

a. The accident involved a fatality; or

b. The driver eligible for post-accident drug and alcohol testing received a citation under state or local law for a moving traffic violation arising from the accident; or

c. A driver or occupant of any vehicle involved received an injury requiring treatment at an emergency medical facility away from the scene; or

d. A vehicle involved in the accident was required to be towed from the scene (or as a result of the damage received it was not in a condition for legal operation). This post-accident drug and alcohol testing shall be done as soon as practicable following an accident.

C. CHAIN OF POSSESSION PROCEDURES

The supervisor requesting a test shall escort the employee to the independent hospital, laboratory, and/or clinic. The primary place of testing will be Trinity Work Care. Tests may also be administered at any other local hospital or clinic appropriately equipped and staffed. At the time a specimen is collected, the employee will be given a copy of the specimen collection procedures.

The specimen must be immediately sealed, labeled, and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.

The required procedure is as follows:

1. Urine shall be in a wide-mouthed clinic specimen container which shall remain in full view of the employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.

2. Immediately after the specimens are collected, the urine bottles shall, in the presence of the employee, be labeled and then initialed by the employee. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimens shall then be placed in the transportation container. The container shall be sealed in the employee's presence and the employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the best available methods.

3. A chain of possession form shall be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.

D. ALCOHOL BREATH TESTING

Alcohol breath testing (EBT) will be conducted either at Housing Authority facilities, a law enforcement agency, or at a private clinic or laboratory. If the Housing Authority chooses to conduct alcohol breath testing (EBT) on its own premises, such testing shall be conducted in the presence of certified operators, other than the employee's supervisor.

E. DISCIPLINARY ACTION

The Housing Authority will immediately terminate any employee with tests results as follows:

1. If the test as reviewed and confirmed by the medical review officer (MRO) results show a forensically acceptable positive quantum of proof (in conformance with the levels established by the D.H.H.S. for initial tests and confirmatory tests) of cocaine, heroin, PCP, LSD, barbiturates, amphetamines, or any other controlled substance except marijuana, the employee shall be immediately discharged.

2. With regard to marijuana, if the test results as reviewed and confirmed by the medical review officer (MRO) of a urine specimen by gas chromatograph/mass spectrometry (GC/MS) confirm the initial immunochemical quantitation of fifty (50) or more nanograms cross-reactive cannabinoids/mi, the employee shall be immediately discharged.

3. If the test results as reviewed by the certified operator and medical review officer (MRO) show an EDT/alcohol concentration equal to or above .04, the employee shall be immediately discharged. If the test results show an EDT/alcohol concentration equal to or above .02, but less than .04, the employee shall be

removed from duty for twenty-four (24) hours without pay, but with no other disciplinary action.

F. LABORATORY REQUIREMENTS

1. SPECIMEN RETENTION

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of at least one (1) year.

2. APPROVED TESTING LABORATORIES

The laboratories used must be able to perform all the required testing procedures. The parties also agree to retain the right to audit and inspect the individual laboratories to determine conformity with the laboratory requirements as established herein.

3. PRESCRIPTION AND NON PRESCRIPTION MEDICATIONS

The employee shall note on a form furnished by the Housing Authority use of any prescription and non-prescription medication before any test is given. Through the use of the above described laboratory procedures, the laboratory will report significant presence of all prescription and non-prescription medications. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, and has been cleared to return to duty, he or she will not be disciplined.

G. CONFIDENTIALITY

Every effort will be made to ensure that all employees' substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action or who are required to be involved in the disciplinary procedure.

Only one person in the employee's department will be designated to receive testing results. He or she will notify other Housing Authority managers strictly on a "need-to-know basis."

No laboratory or medical reports or test results shall appear in an employee's personnel folder. Information of this nature will be included in the medical file. The inside cover of the personnel folder will contain a marker to show that this information is contained elsewhere.

APPENDIX B
DRUG FREE WORKPLACE POLICY (Continued)

All necessary measures shall be taken to keep the fact and the results of the test confidential.

H. USE OF RESULTS

A medical review officer (MRO) shall interview the employee concerning the test results within five (5) days. The employee will be given an opportunity to explain and substantiate his or her use of illegal drugs (prescription or over the counter) or other substances which may have resulted in a positive test result.

The MRO shall inform the employee of his or her right to have a second confirmatory test at a second D.H.H.S. approved laboratory. This second confirmatory test shall be at the employee's expense. The employee shall have twelve (12) hours within which to request the confirmatory test. If the results of the two (2) tests differ, the employee will benefit from the results of the test most favorable to the employee.

The manager or supervisor shall take appropriate actions based upon the evaluation.

APPENDIX C
AUTHORIZATION CARD

PUBLIC SECTOR AUTHORIZATION
MEMBERSHIP AND CHECKOFF CARD

AUTHORIZATION/MEMBERSHIP

LOCAL _____, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called AFSCME) and the appropriate subordinate body(s) (the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.

CHECKOFF AGREEMENT

You are hereby authorized and directed to deduct from my wages, any membership fee, initiation fee or any assessment or an equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name _____ Social Security No. _____
Address _____ City _____
State _____ Zip Code _____ Tel. No. _____
Employer _____ Classification _____
Date _____ Signature _____
(Revised 3/98)

APPENDIX D
OFFICIAL GRIEVANCE FORM

AFSCME Local _____
Step _____

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

APPENDIX E
CERTIFICATION

M. Cert

STATE OF O
STATE EMPLOYMENT RELATIONS BOARD

AUG 17 1992

In the Matter of

Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO,

Employee Organization,

and

Jefferson Metropolitan Housing Authority,

Employer.

CASE NUMBER: 92-REP-04-0077

CERTIFICATION OF ELECTION RESULTS AND OF EXCLUSIVE REPRESENTATIVE

Before Chairman Owens, Vice Chairman Pottenger, and Board Member Sheehan: August 13, 1992.

Pursuant to Ohio Revised Code Section 4117.07(C), the Board conducted a secret ballot election on July 15, 1992, for employees of Jefferson Metropolitan Housing Authority (Employer) in this appropriate unit:

Included: All employees of the Jefferson Metropolitan Housing Authority.

Excluded: All management-level employees, guards and supervisors as defined in the Code, including the Director, Maintenance Supervisor and all maintenance employees in the maintenance unit as defined by the State Employment Relations Board.

The results of the election are: Eleven (11) votes were cast, eleven (11) votes were for Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and zero (0) votes were for "no representative."

Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, has received a majority of the votes cast and is certified as the exclusive representative of all employees in the unit.

It is so directed.

OWENS, Chairman; POTTENGER, Vice Chairman; and SHEEHAN, Board Member, concur.

DONNA OWENS, CHAIRMAN

APPENDIX F
VEHICLE INSPECTION SHEET

This Form Due July 1st and January 1st of Each Year
Jefferson Metropolitan Housing Authority
Semi-Annual Truck Inspection And Maintenance Service

Driver's Name_____
Year and Type of Truck_____License No._____
Mileage at Time of Service _____

Date & Year	Service to Truck	Repair Cost
	Change Oil Lube Job	
	Front End Alignment	
	Bearings – Brake Job	
	Transmission Fluid	
	Belts, Hoses	
	Anti-Freeze	
	Battery Replacement	
	Exhaust System	
	Tires	
	Tune Up	
	Body Repair	
	Engine Repair	
	Transmission Repair	
	Other	

Semi-Annual Inspection of Truck Date Inspection Made _____
Person Making Inspection_____

Comments on Inspection_____
_____
_____
_____
_____
_____
_____