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# **AGREEMENT BETWEEN**

**THE PORTSMOUTH METROPOLITAN  
HOUSING AUTHORITY**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL/CIO, OHIO COUNCIL 8, LOCAL #1039B**

**Effective January 1, 2013 through December 31, 2015**

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## **PREAMBLE**

This Agreement entered into by the Portsmouth Metropolitan Housing Authority, hereinafter referred to as the Employer or the Authority, and Local #1039B, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL/CIO, hereinafter referred to as the Union, has as its purpose to set forth the complete understandings and agreements between the parties governing the rates of pay, hours of work, and other conditions of employment for those employees included in the bargaining unit as defined herein.

## **ARTICLE 1 RECOGNITION**

Section 1.1. The Authority recognizes the Union as the sole and exclusive bargaining agent for all employees included within the bargaining unit described in the State Employment Relations Board's order of March 17, 1992, in Case No. 91-REP-06-0170, and is defined as follows:

Included: All employees of the Portsmouth Metropolitan Housing Authority including Maintenance Mechanic I, II, and III, Resident Custodian, General Maintenance Mechanic, Area Housing Manager Assistant, Area Housing Manager I and II, Information Receptionist, Social Services Assistant.

Excluded: All management-level employees, professional employees, and supervisors as defined in the Act, including, Inventory Specialist/Purchasing Agent, Social Services Director, Director of Section 8 Programs, Section 8 Assistant, Applications Manager, Modernization Coordinator, Finance Assistant, Director of Finance, Office Manager, Director of Maintenance, Maintenance Supervisor, Director of Housing Management, Executive Director, Administrative Secretary, and Security Director, Deputy Security Director.

Section 1.2. Upon acceptance of SERB, if any classifications previously included but currently eliminated are reinstated, they will be included in the bargaining unit.

Section 1.3. The parties agree to submit a joint petition to amend the unit to the State Employment Relations Board.

## **ARTICLE 2 DUES CHECK-OFF**

Section 2.1. The Employer agrees to deduct regular Union membership dues and any fees or assessments implemented by the Union from the pay of any bargaining unit employee

eligible for membership dues and who is a member in the Union, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. The employee accepting membership will sign the Payroll Deduction Authorization Form to be submitted to AFSCME who will review to assure required information is on the card, who will then submit the card to the Payroll Officer. Upon receipt of the authorization form, the Payroll Officer will deduct Union dues from the employee's payroll check for the pay period following the pay period in which the authorization was received and in which dues are normally deducted by the Employer. Although an employee may exercise his right to membership, no employee shall have the right to challenge through the grievance procedure any action, involving discipline and removal, occurring while an employee is serving his probation period.

Section 2.2. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union agrees to indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. It shall be the responsibility of the employee to obtain appropriate refunds from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.3. The Employer shall be relieved from making such "check-off" deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff from work, unpaid approved leave of absence, or revocation of the check-off authorization.

Section 2.4. The Employer shall not be obligated to make dues, fees, or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 2.5. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees, and assessments shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 2.6. Deductions provided for in this Article are subject to the approval of the Payroll Officer and shall be made in equal amounts, twice monthly. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification from the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months' regular

dues. The Employer will not deduct more than two (2) months' regular dues from the pay of any Union member.

Section 2.7. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, subject to Section 2.3, unless an eligible employee certifies in writing to the Payroll Officer with a copy to the Union during the time period from forty-five (45) to thirty (30) days prior to the expiration date of this Agreement that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues revocation was received by the Employer and the Union. A copy of the written revocation as well as deductions already made shall be forwarded to the Union. The Employer shall not honor any revocation of dues deduction which has not been submitted to the Employer and the Union during the time period set forth above.

Section 2.8. The amount of dues to be deducted shall be certified to the Employer, in writing, by the Union. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer or on the next payday from which dues are customarily deducted, whichever is later.

Section 2.9. The Employer agrees to remit a copy of all newly submitted Payroll Deduction Authorization Forms along with a warrant in the aggregate amount of the deduction to the Controller of AFSCME/Ohio Council 8, 6800 N. High Street, Worthington, Ohio 43085-2512, no later than thirty (30) days following the end of the pay period in which the deduction was made. Such warrant shall be accompanied by a listing of the employees for whom deductions were made.

### **ARTICLE 3**

#### **CREDIT UNION AND OTHER DEDUCTIONS**

Section 3.1. Credit Union. The Employer agrees to deduct from employees giving written authorization any monies for the DESCO Credit Union and remit same to such authorized credit union by separate check as it is deducted.

Section 3.2. Savings Bonds and United Appeal. The Employer agrees to deduct from employees giving written authorization any monies for the U.S. Savings Bond Program and the United Appeal Payroll Deduction Program and remit such authorization to the proper authorities.

Section 3.3 The Employer agrees to the bi-weekly payroll deduction of voluntary contributions authorized by bargaining unit members to the AFSCME P.E.O.P.L.E. Fund. Once an employee authorizes such a deduction, it shall continue for twelve months or until such time as the employee revokes his/her authorization in writing. The amount authorized by the employee may be changed no more than once in any twelve-month

period and will be effective thirty (30) calendar days after notice is received by the Employer.

New employees may authorize such a deduction at the end of their probationary period. P.E.O.P.L.E. deductions shall be transmitted to the International P.E.O.P.L.E. Committee by the Employer within thirty (30) days after they have been made, along with a list of all employees for whom a deduction has been made.

The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. Employees, the Union, and the International P.E.O.P.L.E. Committee agree to indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee, the Union and/or the International P.E.O.P.L.E. Committee arising from deductions made by the employee hereunder.

#### **ARTICLE 4** **MANAGEMENT'S RIGHTS**

Section 4.1. The Authority reserves all the customary rights, privileges, or authority of management, except as modified by the express terms of this Agreement, including but not limited to the following:

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency, and type of services to be rendered; the determination, purpose, and control of the types and numbers of materials, machines, tools, and equipment to be used; the selection of the location, number, and type of facilities and installations; and the additional discontinuance of any services, facilities, equipment, materials, or methods of operation;
- B. The right to determine starting and quitting times, work schedules, and the number of hours to be worked, including overtime, lunch, and coffee breaks, rest periods, and clean up time; and to determine the amount of supervision necessary;
- C. The right to determine the method or process by which work is performed; the right to contract and subcontract; to adopt, revise, enforce, or delete working rules and carry out cost control and general improvement programs;
- D. The right to establish, change, combine, or discontinue job classifications and prescribe and assign job locations and relocations and job duties, content, and classification and establish wage rates for any new or changed classifications;
- E. The right to determine the existence or nonexistence of facts which are the basis of management decision;

- F. The right to establish or continue policies, practices, or procedures for the conduct of the Authority's business and its services to the citizens of Scioto County and, from time to time, to change or abolish such practices or procedures;
- G. The right to establish training programs and upgrade requirements for employees within the Authority;
- H. The right to transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve employees from duty.

Section 4.2. The Authority shall have the right to make and enforce reasonable rules and regulations including but not limited to matters of discipline, safety, police and fire protection, and the Authority shall be free to adopt and enforce such further rules as it sees fit provided, however, that no rule shall violate any provisions of this Agreement.

Section 4.3. Supervisors will have the right to perform work duties that are the work of the bargaining unit in cases of emergency, training, assisting other employees, or if necessary to perform the functions of the Authority due to absenteeism.

Section 4.4. The foregoing specific rights shall in no way be a limitation on general management rights of the Authority to direct or control the work forces and general affairs of this Authority, and by this Agreement the Authority cannot and does not abdicate its legal authority and responsibility for operating, maintaining, and providing low and moderate income, elderly and other public housing in the area served by the Authority, and the supervision and discipline of its employees. Nothing in this Agreement shall be interpreted as an abdication of said authority or responsibility, and the only limitations on the management's rights shall be the specific limitations agreed upon in this Contract.

## **ARTICLE 5**

### **UNION REPRESENTATIVES**

Section 5.1. The Employer shall grant reasonable access to non-employee representatives of the Union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement. Non-employee Union representatives shall first report to the Administration Office and notify the Director of the Authority or designee prior to entering any of the premises of the Authority.

The Authority shall recognize the Chapter Chairperson or Vice-Chairperson and up to three (3) employees to act as Union stewards for purposes of representation as specifically outlined in this Agreement.

Section 5.2. The writing and investigating of grievances shall be on non-work time, except where the employee has permission of his supervisor to investigate a grievance during work time. Permission will not be unreasonably withheld. Disagreements over denials

made under this Section shall be a proper subject for a Labor/Management meeting. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working hours.

Section 5.3. The Union shall provide the Authority an official roster of its local officers, assigned Union representatives, and stewards, which is to be kept current at all times by the Union and shall include the following:

- A. Name;
- B. Jurisdictional area (stewards only);
- C. Union position held;
- D. Work address and phone number of non-employee representatives.

No employee shall be recognized as a Union representative until the Union has presented the Employer with written notice of that person's selection.

Section 5.4. The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees without first having permission of the Director or the employees' supervisor.

Section 5.5. The Union agrees to reimburse the Agency for actual costs incurred by its representatives when they use Agency supplies or make long distance telephone calls while conducting Union-related business, upon receipt of an invoice from the Agency.

## **ARTICLE 6**

### **BULLETIN BOARDS**

Section 6.1. The Employer agrees to provide space for the posting of information for the exclusive use of the Union, to be located in agreed upon areas.

Section 6.2. The Union may post the following items:

- A. Notices of Union meetings;
- B. Notices of elections;
- C. Notices of social or recreational events;
- D. Notices of conferences or conventions;
- E. Notices of appointment of Union representatives.

No notice may contain anything political, controversial, defamatory, obscene, or critical of the PMHA or of any employee or other person.

Section 6.3. All postings must bear the date of posting and a signature of the local Union official or steward who is responsible for the posting. Material posted in violation of this Article may be removed by the Employer and the responsible party disciplined if appropriate.

## **ARTICLE 7** **LABOR/MANAGEMENT MEETINGS**

Section 7.1. The Employer agrees that he or his designee(s) shall meet with three (3) representatives of the Union at a mutually agreeable time and place, or no less than quarterly, to discuss matters which may include the following:

- A. Changes contemplated by the Employer that may affect bargaining unit employees;
- B. Ways to increase productivity and improve effectiveness;
- C. Issues of interest to bargaining unit employees;
- D. Health and safety;
- E. Matters of contract administration that are not subject to the grievance procedure.

The parties will submit an agenda at least three (3) days prior to the meeting specifying the topics they wish to discuss and the names of the Union representatives who will be attending.

Section 7.2. The parties recognize that labor/management meetings are for discussion purposes only and these meetings are not an extension of any required collective bargaining obligations.

## **ARTICLE 8** **NONDISCRIMINATION**

Section 8.1. The Employer and the Union agree that neither will discriminate against any employee or applicant for any reason, including reasons of race, color, sex, age, religion, national origin, political affiliation, Vietnam veteran or veteran status, Union membership or non-membership, or disability.

Section 8.2. The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

Section 8.3. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 8.4. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 8.5. If an employee has a complaint against the Union under this Article, the employee shall not be entitled to file a grievance, but may seek any legal or administrative relief available to him/her under the law.

**ARTICLE 9**  
**NO STRIKE/NO LOCKOUT**

Section 9.1. The Employer and the Union realize that the services performed by the employees of the Authority are essential, and that a strike would create a clear and present danger to the health and safety of the public and specifically the occupants of all housing provided by the Authority, and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that the Local will, within two (2) weeks of the date of signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representatives who will deal with the Employer and make commitments for the Union.
- B. The Union further agrees that neither it, its officers, representatives, or members will authorize, instigate, cause, aid, condone, or participate in strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.

Section 9.2. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike, or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer, and all bargaining unit employees, stating "the strike action is not sanctioned by the Union and that all employees should return to work immediately," signed by the ranking Union officer of the Local.

Nothing in this Article shall be construed to limit or abridge the Employer's right to seek any available legal remedies against the Union or its bargaining unit members to deal with any unauthorized or unlawful strike, or to impose discipline including discharge upon those

employees violating this Article. A grievance may be filed on the issue of whether any employee was actually engaged in a strike, work stoppage, or slowdown, or other concerted activity as outlined in Section 9.1(B).

Section 9.3. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members during the term of this Agreement.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

Section 10.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 10.2. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance.

Section 10.3. All grievances must be processed at the proper step in the progression in order to be considered at the next step.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. For the purposes of the time limits contained herein, a grievance must be presented at each applicable step not later than 4:00 p.m. on the last day.

Any grievance not answered by the Employer's representatives within the stipulated time limits shall be considered to have been answered in the negative and may be appealed by the grievant to the next step of the grievance procedure.

The withdrawal of a grievance at any step, either by written statement or lapsing of time limits, does not establish a precedent or prejudice any party.

Section 10.4. "Days" as used in this Article shall be normal working days Monday through Friday and shall not include Saturdays, Sundays, or holidays unless calendar days are specified.

Section 10.5. A grievance must be submitted within five (5) working days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. In no case will a grievance be considered which is submitted later than forty-five (45) calendar days following the date of the facts. This forty-five (45) calendar day limit is designed to accommodate employees who were on leave status at the time of the occurrence of the facts. An employee returning from leave

has five (5) working days to file a grievance over an occurrence during the term of his leave, provided the forty-five (45) day limit is not exhausted.

Section 10.6. Prior to submitting a grievance in writing to the formal procedure, an employee may discuss the dispute with his supervisor in an attempt to reach resolution, however, it is the employee's responsibility to protect the time limits in which to file a formal written grievance at Step 1.

Section 10.7. The following steps shall be followed in the processing of a formal grievance:

Step 1. Within the established time limits specifically enumerated in Section 10.5 above, the employee shall submit his written grievance to his immediate supervisor and Union steward.

It shall be the responsibility of the supervisor to investigate the matter and to provide a written response to the grievant within five (5) workdays following the day on which the matter was submitted to him.

Step 2. If the grievance is not settled at Step 1, the Union steward shall submit the grievance to the department head, or his designee, of the department to which the grievant is assigned and to the AFSCME Staff Representative, within five (5) workdays of receipt of the Step 1 response. The department head or his designee shall provide a written response to the Union within five (5) working days following the day on which the matter was submitted to him.

Step 3. If the grievance is not settled at Step 2, the Union shall submit the grievance to the Executive Director or his designee within five (5) workdays of receipt of the Step 2 response. A copy of all previously written documents involved in the action shall be attached to the grievance and made a part thereof. The Executive Director or his designee shall meet with the grievant and a representative of the Union, and/or staff representative if the Union desires, within ten (10) working days of submission of the grievance to Step 3 to discuss the grievance. The Employer or his designee shall provide a written answer to the grievant and Union within ten (10) working days of the meeting.

Step 4. Arbitration. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) working days from the date of the final answer on a grievance from Step 3, the Union shall notify the Employer of its intent to seek arbitration over an unresolved grievance. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be resolved based on the Step 3 reply.

The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a panel list of nine (9) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from the FMCS another list of nine (9) names from the FMCS until a mutually agreeable arbitrator is selected. If an arbitrator is selected and scheduled, and the Union withdraws its grievance or postpones the arbitration hearing, any cancellation or postponement fee charged by the arbitrator shall be assessed to the Union. If an arbitrator is selected and scheduled, and the Employer postpones the arbitration hearing, any postponement fee charged by the arbitrator shall be assessed to the Employer.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

- A. Contrary to or inconsistent with or modifying, changing, or varying in any way the terms of this Agreement or of applicable law;
- B. Contrary to or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations, presently or in the future established by the Employer so long as such practice, policy, or regulation does not conflict with this Agreement;
- C. Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or making any award based on rights arising under any previous agreement, grievance, or practices; or
- D. Establishing any new or different wage rates not negotiated as part of this Agreement.

In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date giving rise to the grievance, but in no case more than forty-five (45) days prior to the submission of the grievance to the Employer in conformance with Section 10.5. If the Employer intends to contest the arbitrability of a grievance, the Employer shall raise the issue of arbitrability at Step 1, 2, or 3 of the grievance procedure, or in writing to the Union no later than thirty (30) days following the Step 3 answer.

The question of arbitrability of a grievance may be raised by either party at the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. Should this be the case, the first question to be placed before the arbitrator will be whether or

not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, or if the arbitrator defers on such ruling until his award, the merits of the grievance will be presented before the arbitrator at the hearing.

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs and fees of the arbitrator shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts.

Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 10.8. When an employee covered by this Agreement chooses to represent himself at the first step in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union grievance representative will be notified of his right to be present at the adjustment.

## **ARTICLE 11** **WORK RULES**

Section 11.1. The Employer agrees that all work rules shall be reasonable and applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed.

Work rules shall not be applied in violation of the express terms of this Agreement.

Section 11.2. The Employer will discuss Agency-wide work rules with the Union before implementation at a mutually agreed upon time.

Section 11.3. This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow normal rules and procedures of good conduct which can reasonably be expected of any employee regardless of whether such rules and procedures have been reduced to writing.

## **ARTICLE 12**

### **DISCIPLINE**

Section 12.1. Discipline shall be for just cause.

Section 12.2. Discipline may include:

- A. Verbal warning;
- B. Written reprimand;
- C. Suspension, removal, or demotion;
- D. Termination.

Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 12.3. Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated, and generally the explanation of the Employer's evidence supporting the allegations.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by a Union steward or officer during such response.

Section 12.4. In any investigatory interview between a bargaining unit employee and a member of the administration where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request that a Union representative be present.

Section 12.5. Records of oral and written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing there is no intervening disciplinary action taken during that time period. All other records of disciplinary action shall cease to have force and effect twenty-four (24) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

Section 12.6. Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointments. Appointments shall be during the regular scheduled work hours of the Employer's Personnel Office. An employee shall be entitled to have his assigned steward accompany

him during such review. An employee shall be entitled to one (1) copy of any documents in his file which are not confidential by law.

Section 12.7. Any discipline administered is subject to appeal through the grievance procedure. However, verbal and written reprimands are subject to appeal up to Step 2 of the grievance procedure only.

### **ARTICLE 13** **SENIORITY AND OTHER ISSUES**

Section 13.1. Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer.

The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave;
- C. Military leave;
- D. A layoff of eighteen (18) months duration or less.

Section 13.2. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;
- D. Failure to return to work within ten (10) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence; and
- F. Resignation.

Section 13.3. Ties in seniority shall be broken by date of hire, then date of application, then alphabetically by surname, in that order.

Section 13.4. The Employer shall provide the Chapter Chairperson with a seniority list annually.

### Section 13.5. Layoff Procedure.

- A. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees seven (7) calendar days in advance, if possible, of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the Union, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union.
- B. The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be within the affected classification groupings. For the purpose of this Article, classification groupings shall be defined as those listed in Appendix A to this Agreement. Employees shall be laid off within each classification grouping in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

### Section 13.6. Bumping.

- A. All employees receiving notice of a long-term layoff shall have two (2) calendar days following receipt in which to exercise his right to bump any less senior employee in a lower classification within the same classification grouping listed in Appendix A, provided the more senior employee does possess the skill, ability, and qualifications to perform the work without further training. Any employee who is bumped from his position shall have two (2) calendar days following notice in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability, and qualifications to bump another employee within the same classification grouping shall be laid off and placed on the appropriate recall list. An employee may only exercise his bumping rights once during any long-term layoff affecting his position.

### Section 13.7. Recall.

- A. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of the layoff.

When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift or location at which they were working when laid off.

Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

- B. In the case of a long-term layoff, the recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

#### Section 13.8. Bid Procedure.

- A. The Employer shall determine when a vacancy exists. The Employer shall post, internally, vacancies which occur or are imminent within the organization except in those cases where an employee is eligible for reinstatement from layoff to the vacant position. Each announcement, insofar as practical, shall specify the title and nature of the job, the required qualifications, and the deadline and place of application. Any employee who wishes to be considered for a vacancy shall file a written application with the Executive Director no later than the end of the posting period. Applications not timely filed shall not be required to be considered.
- B. The Employer will consider the following criteria in selecting the successful applicant: experience; ability to perform the work; records of attendance and discipline; education; other qualifications including testing results; and seniority. The Employer will select the most qualified applicant based on these criteria. If the qualifications of two (2) or more applicants are equal, then seniority shall prevail.
- C. Prior to considering applicants for promotion, the Employer shall first consider those qualified applicants for a vacancy who are applying for a lateral transfer (same classification and pay range). Any vacancy which occurs as a result of a lateral transfer may be posted and filled in accordance with this Article.

### **ARTICLE 14** **PROBATIONARY PERIODS**

Section 14.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of ninety (90) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 14.2. Any newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of sixty (60) calendar days. A newly promoted employee may be returned to his former position any time during his probationary period. A newly promoted employee may request and be moved back to their former position during the first forty-five (45) days of their probationary period, subject to the Employer's approval to make such move.

Section 14.3. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

## **ARTICLE 15**

### **WORKDAY/WORKWEEK**

Section 15.1. This Article is intended to define the normal hours of work for bargaining unit employees in order to determine eligibility for overtime. Nothing in this Article shall be construed as a guarantee of work hours or as a restriction on management's rights as specified in the Management Rights Article herein.

The work period shall begin at 12:01 a.m. on Monday and continue for seven (7) consecutive calendar days (one hundred sixty-eight (168) consecutive hours) ending at midnight the following Sunday.

Section 15.2. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall be Monday through Friday and shall consist of forty (40) hours of work performed during the seven (7) day work period, or thirty-seven and one-half (37½) hours for Area Housing Managers, and Information Receptionist, and Social Services Assistant, with two (2) consecutive days off, recognizing that live-in employees will maintain the scheduling and on-call requirements in effect at the implementation of this Agreement.

## **ARTICLE 16**

### **OVERTIME**

Section 16.1. Overtime work shall only be performed and shall only be paid for when such overtime is authorized by the Executive Director or his or her designee. The Executive Director or designee shall be the sole judge of the necessity of overtime. The Authority will endeavor to make an equitable distribution of overtime opportunities among employees in the same classification who are qualified to perform the work required.

Section 16.2. When an employee is required to work in excess of eight (8) hours in one (1) day or forty (40) hours during the seven (7) day work period, he shall be paid overtime pay for such time over eight (8) or over forty (40) hours at the rate of one and one-half (1

½) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. All overtime will be calculated after rounding to the nearest quarter of an hour.

Section 16.3. For purposes of determining an employee's eligibility for overtime, all hours in active pay status by the employee will be included.

Section 16.4. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Employees shall obtain advance approval of the Employer before working any overtime.

Section 16.5. The normal work schedule shall include either a one-half (½) hour or a one (1) hour unpaid lunch period. Lunch periods shall be scheduled by the Employer.

Section 16.6. The work schedule shall normally include two (2) fifteen (15) minute work breaks: one scheduled by the supervisor near the middle of the first half of the work shift and the second scheduled near the middle of the second half of the work shift, taking into consideration such things as emergency situations, the nature of the work being done, forced delays while waiting for materials, etc.

Work breaks shall not be taken contiguous to the lunch period or the beginning or end of the assigned work shift.

Work breaks shall not be accumulative and employees are not entitled to additional compensation or time off if they are unable to take their work breaks due to work load requirements.

Section 16.7. When the Employer knows of an overtime situation in advance, the overtime shall be offered to the most senior maintenance employee of the crew where the overtime occurs. If more manpower is needed, the most senior person from the other crews shall be asked first.

## **ARTICLE 17**

### **LEAVE OF ABSENCE**

Section 17.1. The authorization of a leave of absence is a matter of administrative discretion. The Employer in each individual case will decide if a leave of absence is to be granted. Except as provided in Article 26 - Family and Medical Leave, leave without pay may be granted not to exceed two (2) months in any one (1) calendar year. A leave of absence shall be requested on the standard Request for Leave Form, and shall state the purpose and duration of such leave. Leave granted pursuant to this Article may qualify as leave pursuant to Article 26 - Family and Medical Leave.

Section 17.2. Except in cases of emergency, or as provided in Article 26 - Family and Medical Leave, an employee must request a leave of absence without pay at least two (2) weeks (fourteen (14) calendar days) in advance. All employees on an unpaid leave of absence pursuant to this Article do not earn sick or annual leave credit.

Section 17.3. An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee up to and including discharge.

Section 17.4. An employee may not use a leave of absence to look for another job or work at another job without the permission of the Employer.

Section 17.5. An employee may return from a leave of absence before the time granted for the leave expires, upon written notification to the Employer.

Section 17.6. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from his job.

Section 17.7. The Employer shall place an employee returning from leave in the same or similar classification from which the employee took leave. If such classification(s) no longer exist, the Employer shall treat the employee as if he were laid off from his classification, and allow the employee appropriate displacement rights as set out in this Agreement.

## **ARTICLE 18**

### **SICK LEAVE**

Section 18.1. Full Time employees shall accrue sick leave credit at the rate of one and one-half ( $\frac{1}{2}$ ) days per month of service, not to exceed eighteen (18) days accumulation per year. Sick leave may be accumulated not to exceed one hundred forty (140) days. Sick leave may be used in one-fourth ( $\frac{1}{4}$ ) hour increments. Sick leave credits will not accrue during periods of suspension or other types of leave without pay.

Section 18.2. Sick leave shall be granted to an employee, upon approval by the Authority, due to the illness or accident to the employee, or dental or doctor visits by the employee. Employees may use up to three (3) sick leave days for the illness or injury of a member of the immediate household or employee's spouse and/or parent outside the immediate household.

Section 18.3. On each day when an employee is unable to report to work due to illness or accident to the employee, or due to illness or injury of a member of the immediate

household or employee's spouse and/or parent outside the immediate household, he/she shall notify their immediate supervisor or designee no later than one-half (1/2) hour after the time the employee is scheduled to start work, unless an emergency prevents such notice or the employee makes other arrangements with the supervisor or designee. Failure to properly notify the Authority may be considered an unexcused absence. The employee shall keep his/her supervisor informed of the probable duration of the illness and the probable date of his/her return to duty.

Section 18.4. The Authority shall require an employee to provide a written statement justifying the use of sick leave. When an employee uses sick leave in excess of three (3) days, the Authority shall require the employee to provide a certificate from the doctor or medical practitioner stating the nature of the illness or injury, the treatment, and the practitioner's opinion about the employee's ability to do the work. In the event the Executive Director or the employee's supervisor reasonably believes that an employee is abusing his sick leave privileges, he may require that an employee furnish a doctor's certificate any time the employee requests compensation under sick leave provisions.

Section 18.5. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Section 18.6. An employee must comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification of sick leave documents is grounds for disciplinary action.

Section 18.7. If an employee on sick leave exhausts both his/her sick leave and annual leave balances, he/she may request an advance of sick leave up to fifteen (15) days in any one (1) calendar year. The employee shall request such advanced sick leave in writing prior to the expiration of their sick and annual leaves, and the employee shall be required to furnish the Authority with a statement from his/her attending physician at the time of requesting the advancement of sick leave to the effect that the employee remains unable to return to work due to continuation of his/her illness and that it is anticipated that the employee will be able to return to work within a stated estimated period of time. The employee will be required to repay or reaccrue, through future sick and/or annual leave earnings, sick leave advanced to the employee. The approval of such advance shall be at the sole discretion of the Authority.

## **ARTICLE 19**

### **TERMINAL LEAVE PAYMENTS**

Section 19.1. An employee with ten (10) or more years of service with the Authority, who retires from active service with the Authority, shall be paid for twenty-five percent (25%), one-fourth (1/4) of the value of his accrued sick leave, up to a maximum payment of

twenty-five percent (25%) of one hundred twenty (120) days (thirty (30) days maximum). Payment shall be made based on the employee's base rate of pay at the time of retirement. As used in this Section, retirement means retirement from active service with the Authority under the Ohio Public Employees Retirement System. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee.

Section 19.2. Employees who separate employment with the Authority shall receive payment, within thirty (30) days following separation, for earned but unused annual leave and earned overtime.

Section 19.3. In the event of the death of an employee, payment for accumulated sick leave, accrued annual leave and earned overtime will be paid to the beneficiary or estate of the employee.

## **ARTICLE 20** **FUNERAL LEAVE**

Section 20.1. An employee shall be paid his regular rate of pay for up to three (3) consecutively scheduled workdays for the purpose of attending the funeral of a member of the employee's immediate family. One (1) of the three (3) approved days shall be the day of the funeral.

Section 20.2. For the purpose of this Article, the term "member of the immediate family" shall be defined as and be limited to the following: spouse, children, stepchildren, parent, grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parent-in-law, other dependent relatives of the employee's household.

Section 20.3. An employee may use other paid leave that has accrued to their credit such as sick leave, annual leave or personal leave for a death of a step-brother, step-sister, grandparents-in-law, aunt, uncle or other person who stands in place of a parent. The employee shall give their supervisor at least twenty-four (24) hours notice prior to when the leave is to start, and the same restrictions of a three (3) consecutive work days, one (1) day of which must be the day of the funeral apply to this leave as apply to 20.1 above.

## **ARTICLE 21** **UNION LEAVE**

Section 21.1. The Employer agrees that two (2) delegates or alternates to the annual conventions of the Union may use accumulated annual leave or leave without pay for the purpose of participating in such conventions. Such leave and the designated employee must be requested in writing to the Executive Director by the Chapter Chairperson at least two (2) calendar weeks in advance, and approval shall be subject to the workload requirements of the Authority.

Section 21.2. A bargaining unit member, who accepts a full-time assignment with the Union at the state or national level, shall be granted a leave of absence for such assignment. The bargaining unit member shall continue to accrue seniority but no other benefits during such leave. The bargaining unit member must apply for such leave two (2) weeks prior to the date they wish to be released, and annually thereafter on the anniversary date of such leave. A bargaining unit member who fails to apply annually shall stand voluntarily terminated.

## **ARTICLE 22** **COURT LEAVE**

Section 22.1. The Employer shall grant required leave with pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body of competent jurisdiction who can require or who can have a court require the employee's appearance.

Section 22.2. All compensation received from the summoning agency for such duty must be paid the Employer unless such duty is performed totally outside the employee's normal working hours, except that the employee may elect to keep the compensation and forgo his pay for the time off. Employees who are dismissed from jury service or released prior to noon will be required to return to work.

Section 22.3. The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's personal matters, including, but not limited to criminal or traffic charges against the employee, domestic relations matters for the employee's family, juvenile court matters for the employee's family, etc. These absences may be leave without pay or available annual leave at the discretion of the employee.

Section 22.4. An employee must request advance notice for court leave when receiving the notice of jury duty or subpoena and must otherwise follow the other rules for leave of absence in Article 17 of this Agreement.

## **ARTICLE 23** **MILITARY LEAVE**

Section 23.1. All employees who are members of a National guard, a Defense Corps, a State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a military leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty, not to exceed thirty-one (31) days in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours.

Section 23.2. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor of a State to assist civil authorities. The leave will cover the official period of the emergency. Such leave will be without pay if it exceeds the authorized paid leave allowable for the year.

Section 23.3. An employee on military leave will be paid the difference between his regular pay and any pay received from military service. The Employer agrees to comply with the Uniform Service Employment and Reemployment Rights Act ("USERRA").

Section 23.4. An employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Military leave is subject to the rules for leaves of absence in Article 17 of this Agreement, except that emergency leave may be granted with a shorter period of advance notice.

## **ARTICLE 24 PERSONAL LEAVE**

Section 24.1. Full-time, bargaining unit employees who have completed one (1) year of continuous service with the Authority will be granted three (3) paid personal leave days per year subject to the following.

Section 24.2. Effective January 1 of each year, full-time employees who have completed one (1) year of service with the Authority will be granted three (3) days of paid personal leave to be used within the calendar year. Newly hired employees will become eligible to utilize three (3) personal leave days only after one (1) full year of employment.

Section 24.3. Personal leave should be requested in writing at least five (5) days in advance whenever possible (use PMHA Request for Leave Form). If the leave request is due to an emergency the employee or a member of the immediate family must contact the employee's immediate supervisor or department head as soon as possible; the employee shall follow-up with a written request within two (2) working days upon returning to work.

Section 24.4. Personal leave may be taken in quarter hour (fifteen (15) minute) increments. There shall be no carry-over of personal days from year to year, and there shall be no payment for unused personal days at the end of any calendar year or in the event of termination.

## **ARTICLE 25 ANNUAL LEAVE**

Section 25.1. Annual leave with pay shall be earned by all regular full-time bargaining unit employees at the rate of the equivalent of one (1) day per each full month of service with

the Authority from 0 year up to ten (10) years of service; the equivalent of one and two-thirds (1-2/3) days per month for employees with ten (10) to fifteen (15) years of service with the Authority; the equivalent of two and one-sixth (2-1/6) days per month for employees with fifteen (15) years and over service with the Authority. Annual leave shall be prorated for portions of months earned. Annual leave shall be requested and utilized in minimum units of one-fourth (¼) hour, after the completion of the ninety (90) day probationary period with the Portsmouth Metropolitan Housing Authority.

Section 25.2. Annual leave not taken by bargaining unit employees may be accumulated and carried-over from calendar (January 1 to December 31) year to calendar year not to exceed twenty (20) working days.

Section 25.3. It is the intent of this policy that annual leave time be taken within the year it accrues. Any such time in excess of the allowed over-units shall not be credited to the employee, except as permitted below. Simply stated, employees must use it or lose it.

Section 25.4. In the unexpected event of emergency business conditions or where extreme circumstances prevent an employee from using all of his or her accrued annual leave time, limited exemption to the carryover rule may be granted upon written recommendation of the employee's department head and subject to final approval of the Executive Director. The special carryover must be used before the second quarter in the calendar year, which the leave has been carried into or it shall be lost and deleted from the employee's accumulated total.

Section 25.5. Employees who had accrued and still maintain any carryover leave to their credit under the policy in effect before the effective date of the Agreement will not lose the credit; however said employees are encouraged to exhaust the credit during future years of full-time employment with the Authority. Such old leave shall apply for purposes of Section 25.2. As old leave is utilized, the new reduced balance shall become the maximum permitted to be carried over pursuant to Section 25.2.

Section 25.6. An employee who is permanently separated shall be paid in a lump sum for any accumulated annual leave at his or her current rate of pay. Separation for purposes of this paragraph shall include entering military service under the conditions set forth in Article 23.

Section 25.7. In no event shall an employee be paid for annual leave not taken, except as provided in Section 25.6.

Section 25.8. In the event of death of an employee during active service with the Authority the above amount of annual leave will be paid under the same conditions to a beneficiary who is to be named in writing, signed by the employee, and kept on file in the office of the Authority. The Authority will use the beneficiary for the employee's life insurance policy unless the employee makes another designation in writing to the Authority.

Section 25.9. Employees on annual leave shall not be charged with Saturdays, Sundays, or holidays as provided by this Agreement.

Section 25.10. Annual leaves are scheduled in accordance with the workload requirements of the department. For this reason, the Authority may require that annual leave requests be made by February 1 of each year. Adjustments to the February 1 schedule may be made based upon seniority and in accordance with the workload requirements as determined by the Authority. An employee wishing to change his/her scheduled annual leave or request additional annual leave shall give the Authority two (2) weeks advanced notice. All changes in the February 1 schedule shall be on a "first-come, first-served" basis.

The Authority shall have the right to deny annual leave requests if workload requirements so mandate. If such annual leave requests are denied, employees shall be subject to Section 25.4.

Section 25.11. Annual leave credits shall not be earned while an employee is in no-pay status (e.g., unpaid leave of absence, disciplinary suspension, etc.).

Section 25.12. Advances of annual leave up to 37.5 hours for housing managers, information receptionist and social services assistant; and up to 40 hours for maintenance employees may be granted in any one (1) calendar year to any employee who is actively at work and on the job. The employee shall request such advanced annual leave in writing at least five (5) days in advance whenever possible and shall be subject to approval by the immediate supervisor and the Executive Director. The employee will be required to repay or reaccrue, through future annual leave earnings the annual leave advanced or in the event of job termination through the employee's final weeks earnings. All accrued annual leave must be exhausted or used in conjunction with the annual leave requested.

## **ARTICLE 26**

### **FAMILY AND MEDICAL LEAVE**

Section 26.1. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the Authority and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The FMLA leave may be granted up to a total of twelve (12) weeks during any twelve (12) month period for the following reasons:

- A. Because of the birth of a child of the employee or placement for adoption or foster care of a child with the employee;
- B. In order to care for the spouse, child, parent, or one who stood in place of a parent of the employee, if such spouse, child, parent, or "in loco parentis" has a serious health condition; or

- C. Because of a serious health condition that makes the employee unable to perform the essential functions of the employee's position.

Section 26.2. The employee must provide the Authority with two (2) weeks (fourteen (14) calendar days) advance notice of the leave, or such notice as is practicable, if two (2) weeks notice is not possible. The employee must provide the Authority with certification of the condition from a health care provider. The Authority, at Authority expense, may require a second opinion on the validity of the certification. Should a conflict arise between health care providers, a third and binding opinion, at Authority expense may be sought.

Section 26.3. An employee seeking FMLA leave must first use paid personal leave, paid sick leave (if applicable, e.g., for a serious health condition that makes the employee unable to perform his/her job), and compensatory time (if applicable) prior to being granted an FMLA leave. The employee may, at the employee's option, utilize annual leave; however such designation must be indicated by the employee at the time FMLA leave is requested. The total amount of Family Leave paid and unpaid shall not exceed a total of twelve (12) weeks during the twelve (12) month period measured forward from the date the employee's FMLA leave began.

Section 26.4. In any case in which a husband and wife entitled to family leave are both employed by the Authority, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child or to care for a sick parent who has a serious health condition.

Section 26.5. In the event of the continuation, reoccurrence, or onset of a serious health condition after the employee has exhausted the twelve (12) weeks of leave as provided in this Article, the employee may request an unpaid leave of absence for up to two (2) months in accordance with Article 17 - Leave of Absence.

Section 26.6. An employee granted leave in accordance with this Article shall continue to accrue seniority during the period of such leave provided the employee follows the proper procedures for requesting such leave and returns to work at the expiration of the approved leave period. Failure to return to work at the expiration of the approved leave shall be treated as a break in continuous service in accordance with Section 13.2.

Section 26.7. Upon return from FMLA leave, the employee shall be restored to the position held by the employee when the leave commenced or a similar position of equivalent pay and benefits. The Director may require the employee's physician to certify that the employee is able to perform the essential functions of the employee's position as a condition of returning to work.

Section 26.8. The employee will be responsible for his share of the health insurance cost during the leave, in accordance with payment procedures established by the Authority. If the employee does not return from the leave, he is responsible for the total insurance

premium paid by the Authority. The employee shall be responsible for payment of the full cost of the employee's life insurance coverage(s).

Section 26.9. The Director may require the employee to give periodic status reports during the term of the FMLA leave.

Section 26.10. It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the Authority may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Article.

## **ARTICLE 27** **HOLIDAYS**

Section 27.1. The following holidays with pay shall be observed:

New Years Day	January 1st
Martin Luther King Day	January (3rd Monday)
Washington's Holiday	February (3rd Monday)
Memorial Day	May (4th Monday in May)
Independence Day	July 4th
Labor Day	September (1st Monday)
Columbus Day	October (2 <sup>nd</sup> Monday)
Veteran's Day	November 11th
Thanksgiving Day	November (4th Thursday)
Christmas Day	December 25th

Section 27.2. Where holidays fall on Saturdays or Sundays, the following Monday shall be observed.

Section 27.3. For each holiday listed above, employees shall receive their regular daily rate of pay as holiday pay, contingent upon the employee having been at work or on an approved paid leave on the last scheduled workday prior to the holiday and the next scheduled workday following the holiday.

## **ARTICLE 28** **SAFETY/HEALTH**

Section 28.1. The Employer will provide safe, healthy working conditions for all employees. Employees accept the responsibility to operate and work with the Employer's tools, equipment, and work areas in a safe and proper manner, and accept the responsibility to follow all safety rules and safe working methods of the Employer.

Section 28.2. The Employer shall provide and maintain safe working conditions and the Union will cooperate by encouraging all employees to follow safety rules and wear safety equipment. Further, employees must report accidents and unsafe conditions to the Employer immediately.

Section 28.3. First aid kits and fire extinguishers shall be located at each appropriate work station and on specific equipment as determined by the Authority.

## **ARTICLE 29**

### **MISCELLANEOUS PROVISIONS**

Section 29.1. Tools, Equipment, and Supplies. The Authority shall provide tools, equipment, and supplies to perform work. All tools, equipment, and supplies remain the property of the Authority and shall not be removed or used for personal reasons. Upon termination of employment, all tools, equipment, and supplies issued to the employee shall be returned to the Authority.

Section 29.2. Travel Allowance. Effective July 1, 2001, employees authorized or required to use their privately owned vehicle for official Authority business shall be reimbursed at the IRS rate per mile. Signed records must be submitted and approved before payment. If two (2) or more persons travel together, only one (1) shall be reimbursed for mileage.

Section 29.3. The Authority agrees to record employees' accumulated sick and annual leave balances on employees' pay stubs each pay period.

## **ARTICLE 30**

### **UNIFORMS**

Section 30.1. PMHA will provide five (5) work shirts, (choice of long or short sleeve) five (5) pairs of pants, and up to \$125.00 for one (1) pair of steel-toed work shoes each year of this Agreement for maintenance employees upon presentation of a paid receipt. Replacements of these shirts and pants for any reasons may be ordered by the employee quarterly. Employees shall be eligible to pay for such replacements through payroll deduction. Employees shall receive their uniforms and boot allowance by March 1 of each year.

Section 30.2. PMHA shall provide a sufficient number of safety glasses, coveralls, painter pants, rain coats, gloves, boots, and knee pads at each management site to accomplish work requirements. PMHA shall also provide one (1) heavy coat (to be reimbursed up to \$75.00) and one (1) summer jacket and one (1) medium weight bibbed coveralls (to be reimbursed up to \$75.00) to each employee per contract or as needed no later than August 31<sup>st</sup>. Such uniform items, safety glasses, coveralls, painter pants, and knee pads are issued

by management and are not personal issue. Each employee shall be responsible for the care of his coverall issue, as well as the work shirts and pants.

Section 30.3. Newly hired employees who are required to wear uniforms will be issued uniform items as soon after employment as is practicable.

Section 30.4. All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of the employment, be returned to the Employer prior to the issuance of any final compensation to the employee.

Section 30.5. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Employer or his designee.

Section 30.6. No employee shall wear their PMHA uniform dress after the normal work hours or when not en route to or from work. This includes weekends, holidays, and any time the employee may be off for annual, sick leave, or otherwise.

Section 30.7. Each employee shall be required to launder and maintain their uniform in a neat and clean condition. All repairs to the uniforms are the sole responsibility of the employee.

Section 30.8. Housing Managers shall be supplied with a raincoat chosen by the Executive Director and a winter coat chosen by PMHA (1 per contract).

### **ARTICLE 31**

#### **LIVE-IN EMPLOYEES**

Section 31.1. For purposes of Appendix A, resident custodians shall be considered a separate classification grouping.

Section 31.2. Resident custodians, and their immediate family members if so desired, shall be required to live on site in a unit designated by the Employer. Such unit shall be provided by the Authority rent free, plus free basic utilities. However, for resident custodians appointed after the effective date of this Agreement a one hundred (\$100) dollar security deposit shall be required. Basic utilities shall be defined as gas, water, electric, and basic telephone service. Resident custodians may not be transferred by the Employer to a different work site, unless the employee has bid on a different work site. This restriction from involuntary transfer does not apply to any other classifications and does not preclude the Employer's ability to temporarily assign resident custodians to other work sites as needed.

Section 31.3. Resident custodians shall be required to pay for cable TV if purchased. Employer - provided telephone who incur long distance charges on their phone bill shall meet with the Financial Officer to arrange affordable means to repay PMHA the long distance charges.

Section 31.4. Unless otherwise arranged in advance with his/her supervisor, resident custodians shall be required to carry a beeper, phone or pager while outside his/her residence and leave an appropriate message on the telephone recorder. The Authority shall provide and the resident custodian shall utilize a telephone message recorder. When leaving, they shall leave a message on the telephone answering machine to call the supervisor.

Section 31.5. Resident custodians' on-site work schedule shall reflect a normal forty (40) hours per seven (7) day work period in accordance with Article 15 - Workday/ Workweek, regardless of weather conditions and regardless of whether the rental or administrative offices are open. Resident custodians shall be permitted, with supervisory approval, to flex their work schedule.

Section 31.6. Overtime for resident custodians shall be paid in accordance with Article 16 - Overtime. Call-out overtime shall be for a minimum of and paid in fifteen (15) minute increments. Call-outs occurring after 12:00 a.m. through 6:00 a.m. shall be for a minimum of one-half (½) hour.

Section 31.7. The Employer shall provide for a designated parking space for resident custodians.

## **ARTICLE 32** **CALL-OUT PAY**

Section 32.1. When an employee is called out to work at times other than his or her regular work schedule, the employee shall receive a minimum of two (2) hours pay or the amount of time worked if in excess of two (2) hours at the appropriate rate of pay.

Section 32.2. It is agreed that call-out pay shall not apply to call-outs that are adjacent to the employee's regular starting time and also shall not apply to resident custodians.

## **ARTICLE 33** **WORKING OUT OF CLASSIFICATION**

Section 33.1. When an employee is assigned and performs work normally done by another employee in a higher classification for ten (10) consecutive days, the employee shall receive pay corresponding to higher classification after the employee has performed the work starting with the eleventh (11th) day.

Section 33.2. Employees temporarily required to work below their classification or pay rate shall receive their regular rate of pay.

Section 33.3. Any approved leave taken during the ten (10) day period does not constitute a break in the consecutive days; it only extends the length of time before the corresponding pay shall begin.

## **ARTICLE 34** **INSURANCE**

Section 34.1. Effective the first payroll in June, 2001, the Employer agrees to contribute the dollar amount equal to eighty-five percent (85%) of the cost of the medical insurance premium for employees who opt coverage. The employee shall pay the difference (fifteen percent (15%) of the total cost) through payroll deduction. The Employer and employee shall share the cost of any increase or decrease in insurance premiums during the term of this Agreement based on the above mentioned percentages (85%-15%). The Employer agrees to pay one hundred percent (100%) of the cost of a \$15,000 life insurance policy for the employee only. The new rates will become effective June 1, 2001.

Section 34.2. The Employer shall retain the ability to determine the carrier and nature of the plan to be provided to employees and to implement cost containment provisions or procedures. Where there are changes in the health insurance carrier or plan the Employer shall notify the Union and employees of the changes and provide the Union with the opportunity for review and comment if requested.

Section 34.3. The Employer agrees, within ninety (90) days following the effective date of this Agreement, to create a committee for the purpose of exploring alternatives to the Employer's insurance plan. Up to two (2) employees designated by the Union and up to two (2) representatives of the administration shall be members of the committee. The committee shall make its findings and recommendations available to the Board of Commissioners.

## **ARTICLE 35** **WAGES**

Section 35.1 Effective July 1, 2013, the two percent (2.0%) across-the-board increase as reflected in the attached wage schedule marked Appendix B shall take effect. There shall be a wage reopener in the second and third years of the contract.

Section 35.2. All wage rates, and any adjustments thereto, which are subject to the approval and requirements of the Labor-Wage Division of HUD in Columbus, Ohio, shall be implemented as required by HUD.

Section 35.3. The Employer agrees that in the event an across-the-board increase is given to the non-bargaining unit employees during the term of the current agreement, excluding equity or step adjustments, that bargaining unit employees shall receive a comparable increase.

Section 35.4

- A. The parties agree that a \$0.47 per hour premium is to be paid to employees who maintain necessary certifications in pesticide applications and HVAC systems. All employees currently receiving this adjustment shall continue to receive such adjustment for the term of this Agreement provided the employee maintains such certification.
- B. The parties agree that the minimum certification for the HVAC premium is the EPA Certification Type I as required by 40CFR part 82 subpart F. The certification for the pesticide premium is to have an Ohio Department of Agriculture, Commercial Applicator License with at least categories core, 10A, and 6C.
- B. The parties agree that PMHA shall designate the number of employees to receive the \$0.47 HVAC premium based on the needs of PMHA. When the needs of PMHA warrant new employees to be added to the list, employees will be considered subject to the following:
  - 1. For the purposes of demonstrating ability to perform, the candidates must adhere to the following:
    - a. Complete all assignments under the 24-hour HVAC training arranged between PMHA and the Scioto County Joint Vocational School; or consideration shall be given to employees who have received certification through a qualified program.
    - b. After successfully completing the certification, the employee will work with a PMHA supervisor or experienced mechanic in making on-the-job repairs and troubleshooting HVAC systems for ninety (90) days.
  - 2. After the on-the-job training period, Maintenance Supervisors will make a decision on whether the candidates have demonstrated the ability to perform the duties and make adequate HVAC repairs.
  - 3. In the event the local or state code should dictate that additional training or licensing become mandatory for HVAC repairers, the employees will be required to complete the additional training and/or

attain licensing in order to retain the \$0.47 per hour wage adjustment.

Section 35.5. Newly-hired employees shall be hired at the appropriate probationary rate for their classification, and shall advance to the non-probationary rate upon completion of their probationary period. Employees who promote into a higher paid classification shall be placed in the appropriate probationary rate or shall maintain their existing rate, whichever is higher, for the duration of their probationary period. Upon successful completion of their promotional probationary period, employees shall advance to their non-probationary rate. Employees who laterally transfer or move to a lower paying classification shall be placed at the non-probationary rate for their new classification.

### **ARTICLE 36** **SUBCONTRACTING**

Section 36.1. The Employer shall not contract-out services that will result in the layoff of any employee in the bargaining unit.

### **ARTICLE 37** **WAIVER IN CASE OF EMERGENCY**

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Commissioners of the Portsmouth Metropolitan Housing Authority or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Authority:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 37.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

### **ARTICLE 38** **AMENDMENT AND SAVINGS CLAUSE**

Section 38.1. Both the Authority and the Union have bargained fully and completely, and hereby acknowledge the opportunities both had to present proposals, counterproposals, and demands.

Neither party therefore has any duty to bargain further during the term of this Agreement, except only as may be specifically agreed to in another Article of this Agreement, or as required by law, or in the case of the parties' authorized representatives mutually agreeing in writing to do so.

The express provisions of this Agreement may be changed only by mutual agreement by the parties, reduced to writing, and signed by the authorized representatives of the parties.

Section 38.2. This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous written or oral agreements and commitments between the parties.

Section 38.3. In the event any Article, Section, or portion of this Agreement should be held or made unlawful and unenforceable by the decision of any court of competent jurisdiction or by any act of Congress, or other applicable law or federal administrative regulations, such decision or act of Congress or applicable law or federal administrative regulation shall apply only to the specific Article, Section, or portion thereof specifically specified in each decision or act of Congress or applicable law, and, upon issuance of such a decision of the enactment of such act of Congress or applicable law, the Authority and the Union agree to meet at agreeable times and places in an attempt to negotiate a lawful substitute for the invalidated Article, Section, or portion thereof.

## **ARTICLE 39**

### **DRUG AND ALCOHOL TESTING**

#### **39.1 Policy**

As an employer, it is Portsmouth Metropolitan Housing Authority's responsibility to provide a safe and healthy working environment. This responsibility includes the prevention of drug and alcohol abuse and the use of illegal drugs. The use/misuse of prescription medication, over-the-counter medications and illegal drugs present serious problems with safety on the job if not addressed. Furthermore the possession or use, at any time, of controlled substances or illegally obtained prescription drugs is a serious criminal offense pursuant to provision of federal law and the Ohio Revised Code. Quite simply, drugs and alcohol present an unnecessary and preventable risk to the working environment.

Because substance abuse at work can seriously endanger the safety of employees and render it impossible to supply quality service to our residents and those doing business with PMHA, we are establishing a program under this policy to detect and remove abusers from the workplace. This policy applies to every employee including management and the consequences stated in this policy will apply to anyone who violates the policy. In implementing and enforcing this policy, the

Portsmouth Metropolitan Housing Authority will test employees and applicants employment for the presence of drugs and/or alcohol under the following guidelines:

### 39.2 Guidelines

- A. Employees are expected and required to report for work in a mental and physical condition that is free of alcohol and illegal drugs.
- B. No prescribed drugs shall be brought on PMHA premises by any person other than the person for whom the drug is currently prescribed by a licensed medical practitioner and shall be used only in the manner, combination and quantity prescribed. An employee whose abuse of prescribed drugs affects the employee's performance may result in disciplinary action up to and including discharge.
- C. PMHA will not tolerate on-premises or on-duty use, possession, or distribution of illegal drugs or alcohol. Employees who abuse drugs or alcohol off duty and report for work in a condition that affects the performance of their job and/or employees whose current drug and/or alcohol abuse otherwise affects PMHA may be subject to discipline leading to termination.
- D. The Portsmouth Metropolitan Housing Authority holds all employees accountable in terms of substance use but also supports getting help for employees. Employees who come forward voluntarily to identify that they have a substance problem will receive PMHA support and assistance. The Office Manager has a list of places that employees can turn to for an assessment and for treatment for themselves and/or their families.

### 39.3 Types of Drug Testing

- A. Pre-Employment Testing:
  - 1. All persons who seek employment for any position will be required to submit to drug testing only after a conditional offer of employment has been made.
  - 2. After the conditional offer, the applicant must sign an "Informed Consent" to drug testing, which includes consent that notice of the results of the testing will be provided to management personnel. (See Appendix A)

B. Post-Accident Testing:

1. Employees who are involved in a work-related accident resulting in injury to the employee, requiring medical attention, or to any other person or in damage to property will be required to submit to testing. Testing will be concurrent with treatment for injury or as soon as practicable after non-injury property damage of \$1,000 or more. Employees requested to be tested must sign an "Informed Consent" form, which includes notice and consent to the release of the results to management personnel. (See Appendix B)

C. Reasonable Suspicion Testing:

1. Drug/alcohol testing may be conducted on employees upon "Reasonable Suspicion". Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:
  - a. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
  - b. A pattern of abnormal conduct and abnormal leave patterns or erratic behavior and abnormal leave patterns;
  - c. Conviction for a drug or alcohol related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
  - d. Evidence that an employee has tampered with a previous drug test;
  - e. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

39.4 Testing Procedures

- A. Employees requested to be tested must sign an "Informed Consent" form, which includes notice and consent to the release of the results to management personnel. (See Appendix B) Employees requested to be tested will be advised that failure to consent will result in disciplinary action up to and including immediate discharge.

- B. Testing of employees will be conducted either during the employee's workday or immediately thereafter. Employees will be compensated for working this time at their normal compensation for time worked during this period.
- C. All applicants and employees who are requested to submit to testing will be directed to report to a certified laboratory selected by PMHA for the purpose of testing including, without limitation, providing a urine and/or blood specimen for testing. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence.
- D. In addition to alcohol, the drugs being tested for are as follows:
- 5-Panel Drug Test
- Amphetamines (speed, uppers)
  - Cocaine (including crack cocaine)
  - Marijuana
  - Opiates (codeine, heroin, morphine)
  - Phencyclidine (PCP, "angel dust")
- E. Testing of the specimen will be performed by a laboratory certified by the U.S. Department of Health and Human Services. The method of initial testing used will be EMIT immunoassay. In the event the initial test results are positive, the laboratory will perform a second test on the same specimen to confirm the test results. The confirmation test method use will be GC/MS (gas chromatography/mass spectrometry). Except as otherwise provided in this policy, all initial and confirmation tests will be performed at the expense of PMHA.
- F. Test results will be reviewed by the laboratory's Medical Review Officer (MRO), who will interpret and evaluate the test results together with the individual's medical history and any other relevant information. Applicants and employees will have the right to provide the MRO, in confidence, with any information the applicant or employee believes may affect the outcome of the test.
- G. An applicant or employee may request a retest of the same specimen to challenge the results of a confirmed positive test. An applicant or employee may not submit another specimen. The applicant or employee will be responsible for the cost of the retest, unless the retest can be said with reliability to reverse the finding of the challenged positive test, in which case PMHA will reimburse the applicant or employee for the cost of the retest.

- H. Prior to any testing taking place, PMHA will properly train management and employees on their testing responsibilities. There will be a minimum of two hours of substance education annually for all employees. New employees will hear about the program during orientation and will receive substance education as soon as possible thereafter. Supervisors will receive four hours initially and two hours annually thereafter. Supervisors will be trained how to recognize substance problems that may endanger the employee and others as well as violate this policy. This training will be presented by a qualified educator holding substance-use credentials. Management will also train two Union officials annually, too.

### 39.5 Test Results/Refusal to Submit to Testing

- A. A positive test result for illegal drug use is based upon standards established by the laboratory. Cut-off levels for each drug and for alcohol are established for what will be considered a positive test. These levels show that the employee didn't just have a little of the substance in his or her system but enough to affect workplace safety and the ability to do the job. These cut-off levels come from federal guidelines and are fair for all employees. If the test shows alcohol at .03 percent or above, the test is "positive".
- B. The results of the testing shall be delivered to the employer and the employee tested. An employee whose test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under the policy may be grounds for discipline. An employee who adulterates, attempts to adulterate or substitutes a specimen or otherwise manipulates the testing process could be terminated. A refusal to produce/provide a specimen is considered a positive test unless there's a verifiable medical reason that the specimen could not be produced.

### 39.6 Rehabilitation/Detoxification Programs

- A. If the testing required above has produced a positive result the employer shall request the employee to participate in a rehabilitation or detoxification program that is covered by the employer's health insurance.
- B. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, annual leave and personal days of the period of the rehabilitation or detoxification program. If

no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program.

- C. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance the employee shall be returned to his or her former position. Such employee may be subject to periodic retesting upon his or her return to his or her position for a period of one (1) year from the date of his or her return to work. The employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above. Any employee in a rehabilitation or detoxification program in accordance with this policy will not lose any seniority or benefits, (provided that the employee continues to pay his/her contribution of the health insurance premiums) should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

#### 39.7 Discipline

If the employee refuses to undergo rehabilitation or detoxification, or does not follow the rehabilitation or detoxification program in good faith, or tests positive during a retesting within one (1) year after his or her return to work from such a program, the employee shall be subject to disciplinary action up to and including removal from his or her position and/or termination of his or her employment.

#### 39.8 Confidentiality

- A. All tests and related information will be maintained and treated as confidential by PMHA.
- B. The testing laboratory will not disclose to PMHA any information revealed by the testing relating to the general health, pregnancy, or other physical or mental condition of the person tested.

### **ARTICLE 40** **INCLEMENT WEATHER POLICY**

#### 40.1 Purpose

A highway safety precaution to avoid accidents when employees are commuting to and from work

#### 40.2 Applies to

All PMHA employees (excluding resident custodians)

#### 40.3 PMHA Closings and Delays

##### Office Employees:

- A. When severe conditions occur before working hours the Executive Director will determine a two (2) hour delay or office closure with paid leave.
- B. When severe weather conditions occur after the work day has started and an emergency appears to be imminent, the Executive Director may give notice and dismiss employees early with paid leave.

##### Maintenance Employees:

- A. Maintenance employees will observe the same closings, delays and early dismissals as office employees, except the Maintenance Supervisor may call out personnel to remove snow and ice, or to address other emergency repairs to PMHA properties. In as much as possible, Resident Custodians will be called upon to make emergency repairs at their respective sites.
- B. Overtime pay for Maintenance: Maintenance employees who are called out during times that PMHA offices are closed for weather emergencies will be paid the regular hourly wage plus overtime pay (double-time-and-one-half pay). (Excluding resident custodians)

#### 40.4 Administration of Policy

No distinctions or differences will be made for employees under this policy whether they reside in the city, county, or out-of-state. Delays and closings will be based solely on the discretion of the Executive Director.

#### 40.5 Notice of Delays or Closings

Employees are advised to listen to their radio during times of severe weather conditions. Be alert to Executive Director announcements and for broadcast of PMHA closings or delays.

#### 40.6 Communication of this Policy

This policy will be distributed to current employees via pay envelopes and employees will give written acknowledgement of its receipt. New employees will be given a copy of this policy upon hiring.

### **ARTICLE 41** **CLOCKING IN/CLOCKING OUT**

#### 41.1 Purpose

Federal labor law (29 U.S.C. §§201-219 and 29 C.F.R. §516) requires that employees, whether paid hourly or salary, record the time that they work. To comply with the law and to maintain accurate records of time at work, overtime worked, and leave taken, all PMHA employees will complete and sign time records.

#### 41.2 Policy:

##### A. Time Records

1. Each PMHA employee will complete and submit a time card for each workweek bearing the following information: a) employee's name, employee ID number, and the dates of the workweek; b) daily record of time spent on-the-job (time clocks will be used by all hourly employees), leave taken and type of leave, and work site; c) employee's signature and supervisor's signature of approval.
2. No employee may punch the time card of another or request that another employee punch his or her time card with the exception of the employee's supervisor. Violators will be subject to the disciplinary process.
3. Any variation in a normal workday during a workweek must be recorded on the employee's time card and approved by the initials of the supervisor.
4. The requirement for keeping time records does not eliminate the requirement for submitting requests for leave approval.
5. Paychecks will not be issued until the payroll officer has received completed time cards and leave slips.

- B. In no instance will an employee who is subject to the wage and hour overtime provision punch start time 7 minutes before 8:00 a.m. or 7 minutes

after 4:30 p.m. on regular workdays without the prior approval of the Executive Director and supervisor in charge. It is understood that employees using the seven-minute before-and-after rule do so without pay. Employees acting outside the seven-minute rule will be subject to disciplinary action.

- C. With the effective date of this policy all current employees will be granted a "period of adjustment" of six weeks to become familiar with the policy and procedures.

#### 41.3 Procedures:

- A. Supervisors shall obtain an ample supply of time cards from the payroll officer.
- B. Employees who are subject to overtime pay in accordance with the Federal Wage and Hour Law will daily record actual hours worked by punching a time clock. Indicate time in and time out (including lunch breaks) and where worked, plus hours of leave taken (by type) for the day.
- C. Employees who are exempt from overtime pay under the Federal Wage and Hour Law are required to complete the time card, recording attendance at work and leave by type reflecting the required 7 ½ hour workday, Monday through Friday.
- D. Supervisors will notify the payroll officer immediately of any time clock that is not in proper working order.

##### 1. Submission of Time Cards

- a. Employee signs time card and forwards to supervisor by noon of the Monday following each workweek.
- b. After reviewing the card and resolving any discrepancies supervisors will sign the card and forward it to payroll with any outstanding leave slips for the workweek by the close of business on Monday following the workweek.
- c. Employees who are on approved leave on the submission date may ask supervisors to approve and forward time cards and/or leave slips on their behalf.
- d. Supervisors: WITHOUT EXCEPTION, all instances of leave because of work-related injury (whether sick, annual, personal or workers comp. Pay) will be noted on time card.

**ARTICLE 42**  
**DURATION**

Section 42.1. This Agreement shall be effective as of January 1, 2013 and shall remain in full force and effect through midnight, December 31, 2015 except that employees and the Union are precluded from filing and processing grievances alleging violations of newly agreed-to provisions from the date of ratification by both parties retroactive to January 1, 2013.

Section 42.2. Except as otherwise provided herein, if either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty calendar (120) days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 29<sup>th</sup> day of November, 2012.

FOR THE PORTSMOUTH METRO.  
HOUSING AUTHORITY

Peggy S. Rice

Peggy S. Rice  
Executive Director

Stephanie Sand

Stephanie Sand

Helen Adams

Helen Adams

FOR AFSCME, OHIO COUNCIL 8,  
LOCAL #1039B

Sandy Shonborn

Sandy Shonborn, Staff Representative  
Ohio Council 8, AFSCME

Jim White

Jim White  
Bargaining Team Member

Charles R. Welch III

Charles Welch  
Bargaining Team Member

Cathi Shaw

Cathi Shaw  
Bargaining Team Member

APPROVED AS TO CONTENT:

Ken Edsall

Ken Edsall, Consultant  
Clemans, Nelson & Associates

CAS

**APPENDIX A**  
**CLASSIFICATION GROUPINGS**

Area Housing Manager I  
Area Housing Manager II  
Area Housing Manager Assistant

Resident Custodian

General Maintenance Mechanic  
Maintenance Mechanic I  
Maintenance Mechanic II  
Maintenance Mechanic III

Social Services Assistant

Information Receptionist

**APPENDIX B  
HOURLY WAGE RATES**

**Effective July 1, 2013**

**These rates represent a 2.0% increase over July 1, 2012 rates**

<b>Position Title</b>	<b>Probationary Rate</b>	<b>Non-Probationary Rate</b>
Resident Custodian	\$15.76	\$16.60
General Maintenance Mechanic	\$19.57	\$20.59
Information Receptionist	\$13.02	\$13.73
Social Services Assistant	\$19.46	\$20.48
Maintenance Mechanic I	\$17.07	\$17.98
Maintenance Mechanic II	\$16.26	\$17.10
Maintenance Mechanic III	\$14.31	\$15.03
Area Housing Manager I	\$19.46	\$20.48
Area Housing Manager II	\$17.95	\$18.88
Area Housing Manager Assistant	\$15.49	\$16.32

**APPENDIX C  
HOURLY WAGE RATES**

**Effective July 1, 2014**

**These rates represent a ~~2.5%~~ increase over July 1, 2013 rates**

<b>Position Title</b>	<b>Probationary Rate</b>	<b>Non-Probationary Rate</b>
Resident Custodian	<del>\$15.07</del>	<del>\$15.87</del>
General Maintenance Mechanic	<del>\$18.72</del>	<del>\$19.70</del>
Information Receptionist	<del>\$12.45</del>	<del>\$13.13</del>
Social Services Assistant	<del>\$18.61</del>	<del>\$19.59</del>
Maintenance Mechanic I	<del>\$16.33</del>	<del>\$17.20</del>
Maintenance Mechanic II	<del>\$15.55</del>	<del>\$16.35</del>
Maintenance Mechanic III	<del>\$13.69</del>	<del>\$14.38</del>
Area Housing Manager I	<del>\$18.61</del>	<del>\$19.59</del>
Area Housing Manager II	<del>\$17.17</del>	<del>\$18.06</del>
Area Housing Manager Assistant	<del>\$14.82</del>	<del>\$15.61</del>

**APPENDIX D  
HOURLY WAGE RATES**

**Effective July 1, 2015**

**These rates represent a ~~2.5%~~ increase over July 1, 2014 rates**

<b>Position Title</b>	<b>Probationary Rate</b>	<b>Non-Probationary Rate</b>
Resident Custodian	<del>15.45</del>	<del>16.27</del>
General Maintenance Mechanic	<del>19.19</del>	<del>20.19</del>
Information Receptionist	<del>12.76</del>	<del>13.46</del>
Social Services Assistant	<del>19.08</del>	<del>20.08</del>
Maintenance Mechanic I	<del>16.74</del>	<del>17.63</del>
Maintenance Mechanic II	<del>15.94</del>	<del>16.76</del>
Maintenance Mechanic III	<del>14.03</del>	<del>14.74</del>
Area Housing Manager I	<del>19.08</del>	<del>20.08</del>
Area Housing Manager II	<del>17.60</del>	<del>18.51</del>
Area Housing Manager Assistant	<del>15.19</del>	<del>16.00</del>

**Memorandum of Understanding #1  
between  
The Portsmouth Metropolitan Housing Authority  
and  
AFSCME, Ohio Council 8, AFL-CIO  
and  
Local 1039B**

**DRESS CODE POLICY**

POLICY

It is the policy of the Portsmouth Metropolitan Housing Authority that an employee's clothing and overall appearance be appropriate, in good taste, and should present a favorable public image.

COMMENT

1. Employees are expected at all times to present a professional, businesslike image to clients and the public. Radical departures from conventional dress or personal grooming standards are not permitted.
2. Clothing shall be conducive to the safe and effective performance of one's respective duties.
3. Unacceptable attire includes but is not limited to:
  - a. Jeans (except when an employee is conducting duties that require frequent bending, stooping, crawling, crouching, etc., such as conducting housekeeping inspections, cleaning or clearing of equipment and old files or at other appropriate times).
  - b. T-Shirts (except those that are considered dress tees or tees that bear the PMHA logo), athletic clothing and tennis/running/aerobic shoes.
  - c. Items of attire with suggestive, obscene, or socially offensive messages or illustrations.
4. The Executive Director may approve exceptions to this policy and allow employees to dress in a more casual fashion than is normally required. These exceptions may be approved for specific events or periods of time, especially in extremes of weather conditions. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, or similarly inappropriate clothing.
5. The Executive Director reserves the right to determine the appropriateness and good taste of an individual's dress. Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises to modify his/her appearance.