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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GREATER DAYTON PREMIER MANAGEMENT

AND

AFSCME OHIO COUNCIL 8, LOCAL 101, AFL-CIO

EFFECTIVE JULY 1, 2013

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ARTICLE 1

Intent and Purpose

The Dayton Metropolitan Housing Authority (GDPM or the Agency) and AFSCME Ohio Council 8, Local 101, AFL-CIO (the Union) agree that this Collective-Bargaining Agreement has the following purposes:

1. To promote cooperation and orderly, constructive, and harmonious relations between GDPM, its employees, and the Union;
2. To comply with the applicable requirements of Chapter 4117 of the Ohio Revised Code;
3. To establish an orderly procedure for the peaceful resolution of differences between GDPM and employees represented by the Union; and
4. To set forth the full and complete understanding and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein. This article may be grieved, but may not be arbitrated.

ARTICLE 2

Recognition of the Union

Section 1. Representation

GDPM recognizes the Union as the exclusive representative of all employees in the bargaining unit as hereinafter defined for the purpose of collective bargaining in respect to wages, hours, fringe benefits, and working conditions that are set forth in this Agreement.

Section 2.

Pursuant to Ohio Revised Code Section 4117.07(C), the State Labor Relations Board conducted a secret ballot election on February 27, 1992, for employees of the GDPM in this appropriate Unit: Cerf. Case #91-REP-08-0200. On June 21, 2012, in case #12-REP-06-0060 the board amended the certification as follows:

INCLUDED:

All full-time and regular part-time service and maintenance employees of Greater Dayton Premier Management, including Custodian, HVAC Maintenance Specialist, Maintenance Aide, Maintenance Laborer, and Preventive Maintenance Technician.

EXCLUDED:

All office clerical employees, and all management level employees, professional employees, confidential employees, students and seasonal and casual employees, and supervisors as defined in the Act.

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

Section 3. Inclusions and Exclusions

In the event of a dispute between the parties as to future inclusions or exclusions from the bargaining unit resulting from the establishment of new or changed classifications or titles, either party may apply to SERB for resolution of the dispute.

Section 4. "Employee Defined"

The term "employee" or "employees" as used in this Agreement shall refer to those persons included in the bargaining units. Unless otherwise indicated—and where used in this Agreement—the male pronoun or adjective refers to the female pronoun or adjective.

ARTICLE 3

Dues Deduction

Section 1. Dues Deduction

GDPM agrees to deduct the regular monthly Union membership dues in the amount certified to be correct by the Union to GDPM from the pay of those Union members who individually request in writing that such deductions be made. GDPM agrees also to deduct Union initiation fees and assessments in an amount certified to be correct by the Union to GDPM from the pay of appropriate Union members.

Section 2. Fair Share Fee

All employees in the bargaining unit defined herein who, sixty (60) days from the date of hire are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code. The fair share fee amount shall be certified to GDPM by the Secretary Treasurer of the Local Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement. The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide GDPM's designated representative for collective bargaining with a copy of the Union's fair share fee procedure.

Section 3. Additional Provisions

It is further agreed that the Union shall defend and save GDPM harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by GDPM in fulfilling the obligations imposed on GDPM under Section 1 hercof.

Fees and dues deduction shall cease upon the happening of any of the following events:

1. Resignation or discharge of the employee;
2. Transfer of the employee from the bargaining unit.

Section 4.

GDPM will deduct from the wages the regular monthly Union dues of members and the fair share fees of nonmembers. Deduction shall be made from the weekly or bi-weekly pay of all employees. In the event an employee's pay is insufficient for the deduction, GDPM will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to the proper officers of the Union no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

GDPM shall provide with each deduction of dues and fair share fee deductions, the following information:

1. Alphabetical list of Union members from whom deductions were made, the name, address, social security number of each member and the amount deducted;
2. Alphabetical list of fair share fee employees from whom deductions were made, the name, address, social security number of each employee and the amount deducted;
3. The name of each Union member and fair share fee employee whose name has been dropped from the prior check off list and the reason for the omission.

Section 5. P.E.O.P.L.E. Check-off

GDPM agrees to deduct payments voluntarily authorized by individual employees to the Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Fund. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both GDPM and the Union. GDPM agrees to remit promptly to the Union any deduction made pursuant to this provision and as certified by the Union to be correct. The language in Sections three (3) and four (4) of this Article will apply equally to any such deductions under this Section five (5).

ARTICLE 4

No Discrimination

Section 1. Discrimination

Neither party shall discriminate for or against any member of the bargaining unit on the basis of age, sex, sexual orientation, race, color, creed, national origin, religion, veteran status, disability, marital/family status, or political affiliation with or non-affiliation with the Union. The Union shall share equally with GDPM the responsibility for applying this provision of the Agreement.

Section 2. Gender and Plurals

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5

Management Rights

Section 1.

- A. Except to the extent modified by this Agreement, it is understood and agreed to by the Union that GDPM and retains all rights and authority to manage, direct, and control the operation of the GDPM to the fullest extent permitted by Ohio law, to promulgate rules and regulations and to otherwise exercise prerogatives of Management. GDPM does not need to obtain the consent of the Union or negotiate with the Union prior to implementing Management decisions. The Union, however, does have the right bargain as to the affects of the GDPM's decisions on wages, hours, terms and conditions of employment. Management's Rights include, but are not limited to the following:
1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
 2. Direct, supervise, evaluate, or hire employees;
 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
 5. Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
 6. Determine the adequacy of the workforce;
 7. Determine the overall mission of GDPM as a unit of government;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the public employer as a governmental unit.

GDPM must not be deemed to have waived, lost or in any other way restricted its rights on account of its failure to exercise any of its management rights or its failure to exercise those rights in a particular way.

Section 2.

- A. The Union recognizes and accepts that all rights and responsibilities of GDPM not specifically modified by this Agreement or ensuing agreements will remain the exclusive function of the GDPM.

ARTICLE 6

Discipline and Dismissal Procedures

Section 1.

Disciplinary action shall be only for just cause, however, when GDPM takes any disciplinary action resulting from charges against any employee, said action will be initiated no later than thirty (30) workdays following knowledge by the employee's immediate Supervisor or Maintenance Foreman or designee of the events upon which the disciplinary action is based. This time limit may be waived by mutual agreement of GDPM and the Union.

Section 2.

When GDPM suspends, fines, reduces in pay, reduces in rank or dismisses an employee, such employee may be conditionally suspended pending GDPM's final decision. Prior to or simultaneously with any suspension, reduction, fine or dismissal, GDPM shall deliver a copy of the Charges and Specifications to the employee and the Chapter Chairperson or his designee. Before a final decision is made, GDPM shall offer the affected employee an opportunity to respond to the charges in a pre-disciplinary conference conducted by management. Pre-disciplinary conferences shall be scheduled no more than ten (10) business days after written charges are issued. Pre-disciplinary conferences permit an employee accused of misconduct to state his version of events before GDPM acts. They are not formal hearings. Upon good faith discussion with the Union Representative the calling and examination of witnesses shall be at the discretion of the person conducting the conference. In any pre-disciplinary conference, the employee may be represented by a steward or Union representative designated by the Union Staff Representation.

Section 3.

Disciplinary action involving any suspension, fine, reduction in pay, reduction in rank, or dismissal may be appealed by the employee, through the grievance and arbitration procedure set forth in this Agreement, to be introduced at Step 3. Verbal or written reprimands shall be heard at step 1 or 2 of the grievance procedure.

Section 4.

When any disciplinary action listed above is taken, the employee shall have five (5) business days from the effective date of the suspension, fine, reduction in pay or rank, or dismissal in which to file his/her grievance.

Section 5.

At any time GDPM conducts a disciplinary meeting with an employee for the purpose of determining whether or not the employee has committed an infraction which could result in disciplinary action of record (reprimand, suspension, or dismissal); the employee will be entitled, upon the employee's request, to have a Steward present.

Section 6.

Any and all reprimands, suspensions, fines or reduction in pay or rank shall remain in the employee's records and files. After two (2) years from date of issue, any and all reprimands shall not be considered in subsequent determinations of discipline.

Section 7.

After four (4) years from the date of suspension, fine or reduction in pay or rank, records regarding that action shall remain in the employee's records and files and shall not be considered in subsequent determinations of discipline.

Section 8.

GDPM will forward any letters of any disciplinary action taken against a bargaining unit employee to the staff representative at Ohio Council 8. This shall include all verbal and written warnings as well as suspensions or terminations given to the employee.

ARTICLE 7

Grievance/Arbitration Procedures

Section 1. Grievance and Definition

A grievance is a claim that GDPM has violated this Agreement. An honest and earnest effort will be made to settle grievances informally before resorting to the following steps and procedures. All grievances shall be in writing and shall set forth the article or section of the Agreement alleged to have been violated. In addition, both the violation and the remedy shall be described in the grievance.

Section 2. Grievance Filing

Only non-probationary employees who have been adversely affected by GDPM's alleged violation of this Agreement may grieve. Grievances shall be filed with a Union Representative. The Union shall decide whether, and how far, to pursue the grievance. GDPM shall not consider any grievance unless it is presented by the Union.

Section 3. Grievance Form

GDPM and the Union will mutually agree to a standard grievance form to be used.

Section 4. Grievance Procedure

All grievances shall be handled exclusively as set forth in this Article. Grievances against GDPM must be taken up within 10 workdays of the incident giving rise to the grievance in order to be grievable and shall be disposed of in the following manner:

STEP 1.

The grievance shall be reduced to writing, signed by the aggrieved employee(s) and the union representative and submitted to the first-line supervisor. In the event that the parties are unable to resolve the matter, within seven (7) calendar days after the grievance is presented to him/her, the supervisor shall render his/her decision in writing. The supervisor's failure to provide a written response within seven (7) calendar days constitutes denial of the grievance.

STEP 2.

If not settled in Step 1, the Union may elect to appeal the grievance to Step Two which shall be submitted to the Director of Human Resources, or his/her designee, within seven (7) calendar days after the supervisor renders or should have rendered his/her decision. The Union and GDPM will arrange a 2nd Step meeting within seven (7) calendar days of the submittal of the written grievance. This meeting may be attended by the aggrieved employee, one union officer or steward, a Union staff representative, the Director of

Human Resources or his/her designee, and any additional representative on behalf of GDPM.

Within seven (7) calendar days after the grievance is presented in the Step 2 meeting, the Director of Human Resources shall render his/her decision in writing. The Director of Human Resources' failure to provide a written response within seven (7) calendar days constitutes denial of the grievance.

STEP 3.

In the event there has not been satisfactory adjustment to the grievance at Step 2, the Union may, within seven (7) calendar days from the date of the letter from GDPM, appeal the matter to the Executive Director. Within seven (7) calendar days of the receipt of the appeal, the Executive Director or his/her designee shall meet with the employee and a Union representative to review the grievance. The Executive Director shall give his/her answer in writing to the employee and the Union within seven (7) calendar days after the meeting. The Executive Director's failure to provide a written response within seven (7) calendar days constitutes denial of the grievance.

All grievances arising out of suspensions, fines, reductions in rank or pay or discharge shall be initiated in Step 3. The grievance must be reduced to writing, signed by the aggrieved and the Union Representative, and presented to the Executive Director or his/her designee no more than seven (7) calendar days after the decision determining the suspension, fine, reduction in rank or pay or discharge.

STEP 4.

If the grievance is not settled in Step 3, the Union may escalate the grievance to arbitration by giving GDPM written notice of its intent to arbitrate within seven (7) calendar days after the Executive Director renders or should have rendered his/her decision in Step 3. GDPM and the Union shall select an arbitrator by mutual agreement, if possible. If no agreement is reached within seven (7) calendar days after the Union escalates the grievance to arbitration, either GDPM or the Union may request the Federal Mediation and Conciliation Service to supply a list of seven (7) arbitrators limited to FMCS' Geographical Area 53. The Arbitrator shall be selected by alternatively striking names off the list provided by FMCS. GDPM and the Union will rotate the striking of the first name from the list.

The arbitrator's decision shall be final and binding upon the parties to this Agreement. The parties shall equally share the expenses and fees of the arbitrator. Each party shall bear its own expenses.

Section 5. Time Limits for Processing Grievances

It is GDPM's and the Union's intention that all time limits in the above grievance procedure shall be met to the end of encouraging thoughtful responses at each Step. However, the aggrieved and GDPM's designated representatives may mutually agree, at any Step, to short time extensions, but any such agreement must be in writing and signed

by both parties. Similarly, any Step in the grievance procedure may be skipped on any grievance by mutual, written consent.

ARTICLE 8

Working Hours and Overtime

Section 1.

The normal work week for full-time or part-time employees shall be Monday through Friday (unless otherwise specified in job descriptions). The regular schedule of an employee's working day shall be from 8:00 a.m. to 5:00 p.m. (which times are subject to change by GDPM, and shall consist of eight (8) hours, which shall not include a one (1) hour unpaid lunch period to be generally taken from noon to 1:00 p.m., or at such other times determined by GDPM to fix work days or the number of hours of work (including overtime) per day or per week for any employee or as a guarantee of pay for hours not actually worked. Except as provided in the next paragraph of this section, GDPM agrees to provide the affected employee or employees with five (5) days advance notice of any schedule change.

It is recognized and understood that temporary deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes such as but not limited to, temporary shortages of personnel and emergencies. No such deviation shall be considered as violations of this contract.

Section 2.

GDPM shall pay overtime at the rate of time and one-half (1-1/2) for all hours actually worked over forty (40) hours in one week or over eight (8) hours in one day. For purposes of this Article, "actually worked" shall also include vacation leave taken pursuant to Article 21, holidays pursuant to Article 20, and personal leave pursuant to Article 35.

Section 3.

Except in the case of a reduction in force pursuant to Article 12, it is not the intent of GDPM to reduce the full-time forty (40) hour a week employees to a part-time status absent a reduction in HUD funding or a bonafide emergency. In such cases, any reduction in hours shall be temporary, for the length of the emergency only.

Section 4.

When offering opportunities for overtime, GDPM shall equalize such offers by classification within the organizational unit. The only remedy available for failure to make such offers in proper rotation shall result in the employee who was omitted being made the next available offer of overtime within his/her classification within the organizational unit

Section 5.

Custodians may work overtime within their specific job classification, or doing cleaning tasks, as required to meet GDPM's needs and with prior approval from the Assistant Director of Assets Management Services and the Deputy Director for Public Housing.

Section 6, Scheduled Overtime

- A. When GDPM determines—at its sole discretion—that manpower shortages directly impact preparing housing units for occupation (unit turns) or when manpower shortages impact completing work orders, it will offer voluntary overtime on the basis of seniority (employees who have the longest tenure with the GDPM will get priority in their choice for voluntary overtime). When offering overtime, GDPM will post a notice providing information regarding the nature of the work to be performed, and the approximate number of employees needed to perform the work. GDPM reserves the right, based on unforeseen operational issues, to modify the overtime needs provided in the notice. However, if GDPM modifies the overtime needs posted on the notice, the employee who volunteered for the overtime reserves the right to decline the new or modified overtime without being disciplined in any manner. The overtime will first be offered for (1) calendar day to bargaining-unit members assigned to the site where the overtime is needed. If, however, the overtime cannot be filled by individuals at the site, it will be offered to all bargaining-unit members. Employees will have two (2) calendar days to volunteer for the scheduled overtime. Employees who volunteer for overtime, but do not show for the overtime shift without medical certification will be subject to discipline, up to and including, termination.
- B. If GDPM does not get enough employees to volunteer to meet its scheduled overtime requirements, the scheduled overtime for which there are no volunteers will become mandatory. GDPM will implement mandatory overtime in reverse seniority. Employees will work at such time or times as directed by GDPM's Executive Director or designee. Employees refusing to work mandatory overtime or who do not show for a mandatory overtime shift without medical certification will be subject to discipline, up to and including, termination. When GDPM implements mandatory overtime, the following rules will apply:
1. The Union will receive notice three (3) calendar days before implementation.
 2. Employees will not work more than twelve (12) hours in any workday including Saturday or Sunday.
 3. Employees will not receive more than sixteen (16) hours of mandatory overtime per week.
 4. GDPM will not schedule an employee for mandatory overtime in a week that the employee is on-call.

5. No employee will be required to work both Saturday and Sunday in any one week period (one week is defined as Monday through Sunday).
 6. If approved by the Assistant Director of Asset Management, employees will be allowed to find replacements for mandatory overtime for any particular workday shift. The request for replacements or trades must be in writing, and the Assistant Director of Asset Management must receive the request at least 3 work days prior to the trade. The Assistant Director of Assets Management may grant exceptions to this three (3) day notice requirement for bona fide emergencies. Replacement employees must be in the same classification as the employee seeking to trade the overtime. Replacement employees will become responsible for the overtime. Replacement employees must not be assigned to a mandatory overtime rotation because the shift trade will potentially put that employee in jeopardy of exceeding the employees 16 hour workweek limit for mandatory overtime.
 7. GDPM will not require any employee to work more than two (2) work weeks back-to-back of mandatory overtime. Once an employee completes the employee's mandatory overtime rotation, the employee will not be assigned mandatory overtime until a period equal to the employee's rotation has passed.
 8. Mandatory overtime will not impact an employee's scheduled vacation.
- C. If an employee is scheduled for overtime under this Article (voluntary or mandatory) and GDPM does not offer the employee to work either the scheduled overtime or overtime at a different AMP or worksite, the employee will be compensated for the overtime hours for which GDPM scheduled the employee.

ARTICLE 9

WAGES

Section 1.

A. Annual Increase

1. The parties agree that there will be a one percent (1.0%) wage increase effective July 1, 2013.
2. If HUD provides GDPM with a notice of at least 90% funding for the calendar year of 2013, the parties agree there will be an additional one percent (1.0%) increase effective July 1, 2013. GDPM will provide the union documentation of funding level.

B. Promotions and Demotions

If an employee is promoted or demoted to a new position, his rate of pay will be consistent with the starting rate as indicated below. This table is subject to provisions contained in Section 1.

	July 1, 2013 – June 30, 2014
HVAC Maintenance Specialist	\$18.86
Maintenance Aide	\$18.23
Maintenance Laborers	\$16.55
Maintenance Clerk	\$13.65
Custodian	\$10.21

ARTICLE 10

Vacancy

Section 1.

When GDPM determines a bargaining unit vacancy exists and wishes to fill the vacancy, GDPM shall post a notice of said vacancy on the bulletin boards. The notice shall be posted for nine (9) calendar days. The notice will include the job classification and rate of pay. Those individuals who wish to be considered for the posted job must file a written application with the Director of Human Resources within the nine (9) calendar day posting period.

Section 2.

All applications timely filed will be reviewed by GDPM. Selection for bargaining unit positions will be made on the basis of skill, experience, and the ability to perform the work in question. If the skill, experience, and ability to perform the work of two (2) or more applicants are equal, continuous seniority shall determine the selection for all full-time employees or regular part-time employees.

Section 3.

The following shall apply to transfers:

- A. There shall be an open season providing an opportunity to sign up for a transfer. This open season shall be annually on the last three (3) work days of September. Every non-probationary employee who wishes to make a transfer may request a single location, in writing, during the open season. Anyone so requesting shall have his/her name entered on a site-based list on a first come-first serve basis.
- B. When two bargaining unit employees of the same classification are willing to switch work sites with the approval of the Assistant Director of Asset Management, they may do so at any time during the life of this agreement subject to the provisions in Section 3, subsection E.
- C. Thereafter, any newly vacated position shall be filled by first going to the transfer list and filling the vacancy with the next available person on the list for that location, provided that he/she is able to perform the physical and/or specialized requirements of the work involved and such transfer can be made without substantially impairing the efficiency of his/her present unit. Transfers will not be unreasonably denied. If GDPM denies a transfer under this section, it shall provide the reason and/or justification for the denial to the employee.

- D. If there is no one on the transfer list for that site, the position shall be posted in accordance with the Vacancy/Bidding article and shall not be allowed to be filled with a lateral transfer.
- E. Anyone who originally signed up for a particular site and who declines to transfer when it is offered, his/her name shall be removed from the transfer list until the next available open season.

Section 4.

With the approval of the Assistant Director of Asset Management Services, two employees of the same classification may switch work sites.

Section 5.

When a transfer creates bumping rights, before bumping rights are exercised, GDPM and the Union will meet and agree on the dates that bumping occurs.

Section 6.

GDPM will consider any employee promoted to a new classification as a promotional-probationary employee. A promotional-probationary employee must successfully complete a probationary period of one-hundred and twenty (120) calendar days before the GDPM will permanently appoint the employee to the new classification. GDPM, at its discretion, may extend the promotional probationary period for up to an additional sixty (60) calendar days to determine the fitness of the employee to perform the job.

Section 7.

After an employee is involuntarily transferred to a new work location due to operational needs, GDPM will make reasonable efforts to not involuntarily transfer the employee within the next 18 (eighteen) months.

ARTICLE 11

Seniority and Super Seniority

Section 1. Seniority

Seniority shall be defined as the duration of time an employee has been employed on a full-time or regular part-time uninterrupted basis with GDPM, excluding any time an employee works for GDPM as an O.W.E. student, or probationary employee.

Employees shall lose their seniority and their employment must be terminated for the following reasons:

- (a) If an employee voluntarily quits;
- (b) If an employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) If a settlement with the employee has been made on the basis of total permanent disability;
- (d) If the employee is retired;
- (e) If an employee who is employed at any other place of employment fails to report for work within fourteen (14) days from a layoff after being notified by GDPM in writing by registered mail, at his last known address as shown by GDPM's records (such recall notice must also be sent to the Union);
- (f) If an employee fails to report for work within fourteen (14) days from a layoff after being notified by GDPM in writing by registered mail, at his last known address as shown by GDPM's records (such recall notice must also be sent to the Union). Employees who are not employed at any other place of employment and fail to report to work within five (5) days after receiving the above mentioned notice.
- (g) If an employee is on layoff or leave of absence (other than an occupational injury or disease covered by workers' compensation) for a period equal to the amount of the employee's length of seniority, but in no event to exceed one (1) year. If an employee is on a medical leave of absence due to an occupational injury or disease and is receiving workers' compensation benefits, for a period equal to the amount of the employee's length of seniority, but in no event to exceed three (3) years. (No benefits or other provisions of this Agreement, except as explicitly set forth herein, shall be available to employees while on layoff status.)

An employee who is transferred or promoted to a position outside the bargaining unit shall be removed from the seniority list after he has completed a one hundred and twenty

(120) day worked trial period. If the employee is returned to the unit, such employee will return to his former job with accumulated seniority.

Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an employee to receive benefits provided to those on the active payroll.

Section 2. Super Seniority

Two (2) officers of the Union shall be given super seniority with respect to layoffs only. They shall retain their positions at the time of a layoff so long as there is work to be performed in that unit. If the unit is closed, they must be assigned to bargaining unit work which they are qualified to perform. If there is no bargaining unit work which they are qualified to perform, they shall be laid off in accordance with the provisions of Article 12. THE TWO OFFICERS WILL BE CHAIRPERSON AND VICE-CHAIRPERSON.

ARTICLE 12

Layoffs/Recall

Section 1. Layoff

Regular employees shall be laid off in order of their seniority within the affected position classifications with that employee having the lowest seniority within the position classification within the department being laid off first then continuing in like manner until the required reduction in work force has been accomplished.

In the event a layoff occurs, the affected employee(s) may bump employees in an equal or lower paying classification within the bargaining unit who have less overall seniority provided that the bumping employee has previously held the position of the employee he/she displaces. The employee who is bumped may then exercise his/her rights, if any.

Employees may bump into positions in an equal or lower paying classification which they have not previously held, provided they have demonstrated the minimum qualifications for the position and subject to the successful completion of a ten (10) working day probationary period in the new position. If the employee does not successfully complete the probationary period, he/she may be laid off.

Section 2. Recall Order From Layoff

Permanent employees who are on layoff shall be recalled in reverse order of their layoff, within a position classification, with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

Section 3. Recall Notification

Each employee to be laid off shall be given advance written notice of the layoff by GDPM stating the reasons therefore. Such written notice shall be hand delivered to the employee at work or by delivery service to the last address on file with GDPM.

Each employee recalled from layoff shall be notified of the offer of recall by delivery service addressed to the last known address. Each employee shall be allowed five (5) calendar days from the receipt of the letter to notify the appointing authority of his/her intent to return to work, and an additional fourteen (14) calendar days to return to active service, if employed, otherwise, five (5) calendar days to return to work if unemployed.

If the employee declines the offer of recall, the next employee on the recall list shall be notified in accordance with the above paragraph.

In the event of extenuating circumstances (e.g. illness, injury, or other good cause) preventing the employee from returning to work within the fourteen (14) day limit, GDPM may grant a reasonable extension, but not to exceed thirty (30) days.

For purposes of recall, it shall be the employee's responsibility to have a current address and phone number on file with the appointing authority.

Section 4. Displacement Rights To Job Classification

Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which 1) thereafter occur in their classification in order of their seniority (most senior recalled first), or 2) thereafter occur in other similarly or lower-rated classifications with the classification series, for which the recalled employee remains qualified to perform the work, in order of their seniority (most senior recalled first).

Vacancies in the classification or other lower classifications in the classification series shall not be filled from the outside until such time as laid off employees have exhausted their recall rights. Employees will retain recall rights for a period of eighteen (18) calendar months from their effective date of their layoff or displacement. If at any time during the period of call back an employee refuses a call to a job within his/her paid off position classification, he/she will forfeit his/her prior seniority rights and his/her job seniority will begin to accumulate as of the first day of employment in his/her new position classification and/or work unit.

ARTICLE 13

Subcontracting

Section 1.

GDPM will have the right to subcontract work when it determines—at its sole discretion—that subcontractors are necessary to assist the Agency in meeting time standards related to preparing housing units for occupation (unit turns). Bargaining-unit employees will not be laid off or otherwise lose their jobs because of subcontracting work.

Section 2.

This Article works in coordination with the Scheduled Overtime provisions of Article 8. Generally, GDPM will offer bargaining-unit members voluntary overtime in accordance with the terms and conditions of Article 8 before subcontracting as described in Section 1. Both GDPM and the Union, however, recognize that the voluntary overtime provision of Article 8 may not be sufficient to meet GDPM's needs to accomplish unit turns.

Section 3.

GDPM agrees to meet with the Union Chairperson and Staff Representative before subcontracting for the purpose of informing them of the details regarding the need to hire contractors to accomplish unit turns.

ARTICLE 14

Union Business

Section 1. Stewards

The Union may select four (4) Stewards to cover all of GDPM. The Union shall identify its Stewards and their assigned sites to GDPM in writing. The Union may not retroactively designate stewards. This section applies only to employees whom the Union identified to GDPM as stewards before that employee seeks release time to serve as a steward.

- A. An aggrieved employee may have one steward act as the employee's "steward involved" to assist that employee regarding a grievance filed by that employee pursuant to Article 7.
- B. Stewards involved will be permitted reasonable time to investigate and process grievances on a no-loss, no-gain basis. Stewards are not eligible for overtime pay for the time spent investigating or processing grievances. Stewards involved shall schedule their activities to minimize their impact on GDPM.
- C. Before undertaking any activity on behalf of an aggrieved employee, the steward involved shall inform his/her supervisor of the grievant's name and work location. GDPM is not required to release any person pursuant to Section 1B who was not previously designated a steward by the Union.
- D. Except as provided in Section 1B, above, or as required to participate in meetings or arbitrations required by Article 7, stewards shall not conduct Union business on GDPM time, nor shall it interfere with the performance of their job duties. In no event shall stewards impede or otherwise interfere with any other employee's performance of his/her duties.

Section 2. Staff Representative

The Staff Representative may consult with employees in the assembly area before the start of and at the completion of the day's work and he/she shall be permitted access to work areas at all reasonable times for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of carrying into effect the provisions of the Agreement. The Staff Representative shall report his/her presence in the area to the Supervisor. This privilege is extended subject to the understanding that the Staff Representative shall not impede or otherwise interfere with any GDPM employee's performance of his/her job duties. Staff Representative will have the same privileges as a Steward if the Steward is absent or unavailable.

Section 3. Chapter Chairperson or Vice-Chairperson

The Chapter Chairperson or Vice-Chairperson of the Union shall have the same privileges accorded to a Steward or a Staff Representative by this Agreement, when it is known that to GDPM either a Steward or Staff Representative shall be absent or unavailable.

Section 4. Authorization

It is understood that the privileges listed above do not authorize Union officials to be absent from their jobs without authorization granted pursuant to the terms of this Article.

Section 5. Employment Information

GDPM shall provide the Union a list of new appointments of employees eligible for the bargaining unit along with their addresses, class titles, department and divisions to which the new employees are assigned on a monthly basis.

Section 6. Paid Leave for Union Educational Activity

During the term of the Agreement, the Union shall be permitted a total of ten (10) days paid leave to attend Union educational functions. Subject to approval by Management based upon operational requirements, the Union may utilize the aforementioned leave provisions by notifying the Manager of Maintenance Services no less than five (5) calendar days prior to commencement of said leave, and provided no more than one (1) employee from any one (1) section is designated by the Union for said leave at any given time, unless otherwise agreed to in writing between the Union and GDPM. No more than four (4) such days may be taken in any year of this agreement. In the event of a specific request by the Union Representative, GDPM will consider an additional day in the year when four (4) such days are taken based on operating requirements.

Section 7. Use of GDPM Equipment and Supplies for Union Business

Under no circumstances shall GDPM equipment or supplies be used for union business, including fax machines and copy machines. In the absence of an available personal vehicle, GDPM vehicles may be used for up to two (2) shift hours for union business at any GDPM location by notifying the maintenance supervisor.

ARTICLE 15

Safety

Section 1. Safety Policy

Occupational safety and health is a mutual concern of GDPM and of the Union. The Union will cooperate with GDPM to comply with all applicable safety rules and regulations.

GDPM and employees shall comply with applicable federal and state OSHA laws, rules, and regulations and GDPM safety rules.

All employees must immediately report any safety issues any accidents to their immediate supervisor or to the Assistant Director of Asset Management.

GDPM agrees to maintain in safe working condition all facilities, vehicles, and equipment furnished to each employee to carry out their duties. However, GDPM reserves the right to determine what those facilities, vehicles, and equipment shall be.

Section 2. Safe Equipment

GDPM agrees to discuss safety conditions and practices with the employees and the Union. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by GDPM. There shall be a first aid kit at work sites where there is either a management office or maintenance shop.

Section 3. - Safety Shoes

All bargaining unit members are required to wear safety shoes in accordance with Ohio Safety Standards. Employees shall be eligible for cost sharing once the initial probationary period is completed. GDPM will contribute one hundred dollars (\$100.00) per pair to the cost of shoes that meet the current ANSI standards. No more than three (3) pairs of shoes may be purchased during the three year contract period. In order to receive reimbursement for shoes, employees must present a dated sales receipt certifying that the shoes meet the current ANSI standard for safety shoes in the State of Ohio.

All bargaining unit employees must be in compliance with this article provision within thirty (30) days of signing the agreement. All new employees are required to have shoes that meet the above standard at the date of hire.

Section 4. – Bloodborne Pathogens

GDPM will train employees to clean up and protect themselves from exposure to bloodborne pathogens in accordance with 29 C.F.R 1910.1030, “Bloodborne Pathogens.” At GDPM’s sole_discretion, when there has been a gun shot wound or other severe incident that involves the clean up significant amounts of blood and some human tissue, employees required to clean up these units will receive forty dollars (\$40.00)fifty dollars (\$50.00) per incident and an additional twenty five (\$25.00) per hour for each hour spent cleaning the unit.

GDPM will first seek volunteers from the six (6) member “clean team unit.” If no volunteers from the clean team are available, GDPM will assign the task based on reverse seniority.

Within thirty days of completion of the bloodborne pathogen training identified above, the Union Chairperson will provide the Assistant Director of Asset Management a list of the clean team members. The Union Chairperson will provide and updated list of the clean team members to the Assistant Director of Asset Management quarterly.

ARTICLE 16

Sick Leave

Section 1.

Regular employees are eligible for Sick Leave after the first full month of employment.

All employees are to be credited with 4.6154 hours Sick Leave for each complete pay period in which the employee either worked or was on paid leave status for all or any part of each day of the bi-weekly pay period. Persons employed after the first day of the pay period shall not be credited with Sick Leave for that period.

- A. When an employee has accumulated one thousand (1,000) hours or more of Sick Leave, the employee may convert one hundred (100) Sick Leave hours or more to Annual Leave on a one (1) hour of Annual Leave for each four (4) hours of Sick Leave ratio. A minimum of nine hundred (900) hours must be kept on the employee's record when converting. Conversions from Sick Leave to Annual Leave will be made at the first of the calendar year only. Employees who wish to convert Sick Leave to Annual Leave must submit a written request to the Payroll Auditor no later than December 1st.
- B. Sick Leave must be reported to the employee's immediate supervisor within fifteen (15) minutes after the work day begins. The employee's supervisor shall be kept informed of the probable duration of the illness and probable day of return to duty. An employee off work because of injury or illness may be asked to take a physical by a physician of GDPM's choosing, and at the expense of GDPM.
- C. Employees on Sick Leave shall not be charged with Saturdays, Sundays or legal holidays.
- D. GDPM will require employees off duty because of sickness or injury to use all available paid time off before the employee will be considered Absent Without Pay (AWOP). Time off in excess of credited paid leave shall be shown on the payroll as Absent Without Pay (AWOP).
- E. Sick Leave cannot be used during the period an employee is on Disciplinary Suspension.
- F. Temporary/part-time employees shall be paid only for time actually worked and shall accumulate no Sick Leave time.

Section 2. Uses of Earned Sick Leave

- A. Sickness of or injury to the employee.
- B. Medical, dental or optical appointments of the employee.

C. Sickness or injury in the immediate family living in the same household. The following guidelines are to be considered in making judgment on individual cases:

1. An employee may use one-half (1/2) day or four (4) hours Sick Leave to take a member of the immediate family to or from the hospital and/or doctor, or to make arrangements for the care of the ill or injured person, provided no other person is available.
2. An employee may use one (1) day or eight (8) hours Sick Leave on the day surgery is to be performed on the wife, husband, children or parents.
3. An employee may be granted one (1) day or eight (8) hours Sick Leave on the day of a child's birth, and one (1) day or eight (8) hours Sick Leave on the day the child is brought home from the hospital.

Other than times indicated above, any time off with a family member would be charged to Annual Leave, not Sick Leave.

Section 3. Sick Leave Abuse

It is of the utmost importance to prevent the abuse or misuse of the fully paid Sick Leave benefit. Sick Leave is intended to compensate sick or disabled employees who are unable to work. False and misleading statements made in order to receive Sick Leave are serious violations of GDPM's Policy.

In the event Sick Leave abuse is found to exist, Sick Leave pay may be disallowed or, if more serious abuse occurs, this may be cause for disciplinary action, up to and including termination of employment.

Section 4. Return to Work, Light Duty

A. Medical Statements/Release to Return to Duty.

Employees who have been absent due to illness or injury for three (3) or more consecutive workdays shall provide a written, medical statement before being permitted to return to work. The medical statement shall identify the nature of the illness or injury, state the date care began for the condition, state whether the condition will be continuing concern and state any limitations on the employee's return to duty.

B. Light Duty Return to Work.

Upon presentation of a statement from his/her medical provider which both requests assignment to light duty work and specifically states the reasons therefore, GDPM may: (a) deny the request, (b) assign the employee to light duty work for a pre-approved period, or (c) require the employee to participate in a retraining, rehabilitation or work hardening program.

ARTICLE 17

INJURY LEAVE

Injury leave will be administered in accordance with GDPM's Worker's Compensation Policy, Section 3019.

Workers' compensation insurance covers all employees. This insurance provides employees compensation for lost time, medical expenses, and loss of life or dismemberment from an injury that happens while the employee is working for GDPM.

If an employee suffers a job-related illness or injury, regardless of its severity, the employee must report the injury or illness immediately to the employee's immediate supervisor. In addition to reporting the injury or illness, the employee must complete an Employee Bodily Injury Form. If the immediate supervisor is not available, the employee must report the injury or illness to the Human Resources Department. If a Human Resources representative is not available to take the call, the employee must leave a voice mail that reports the injury to Human Resources at 910-7517.

Medical Treatment

GDPM strongly recommends that an employee injured at work immediately seek medical treatment. Medical treatment, however, is generally not mandatory, but at the discretion of the injured employee. Where an injury or illness impacts the employee's ability to do the job, the supervisor will require that the employee seek medical treatment. Regardless of whether the employee seeks medical treatment, the employee must complete an Employee Bodily Injury Form to record the injury or illness and the surrounding circumstances that caused it.

If the employee needs only routine first aid, the employee may be treated on site. If the injury, however, requires more than routine first aid during working hours, the supervisor must take the employee to the agency's designated medical facility for evaluation and treatment of the injury or illness. In case of a life-threatening situation call 911 immediately.

Where an employee's injury or illness is the result of an accident, the employee must take a post-accident drug and alcohol test (please refer to the Drug Free Workplace Policy). Employees must take post-accident drug and alcohol tests within two (2) hours of the work-related injury or illness.

For post-accident drug and alcohol test after working hours, employees must report to the nearest medical facility, an urgent care office, or hospital emergency room. Inform the medical facility that the injury or illness is work related and take a post accident drug test and alcohol test within two (2) hours of the accident.

Upon notice of the work-related injury, Human Resources will contact the agency's designated medical facility to report the incident to the GDPM's managed care organization (MCO) and the Ohio Bureau of Workers Compensation (BWC).

Injury at Work

The following procedures should be used as a guideline when injured at work:

If the injury is beyond first aid, for example, a deep cut or abrasion, sprain, etc., the supervisor will take the injured employee to the designated medical facility.

Upon arrival at the medical facility, the injured employee must show the managed care organization (MCO) identification card (if the injury or illness is after normal working hours, the injured employee may contact Gates McDonald Healthplus at 800.642.7587). The medical facility will administer a drug and alcohol test.

The medical facility will also complete a First Report of Injury form and forward it to the BWC and the MCO. The medical staff will diagnose and treat the injury or illness. Depending on the severity of the injury or illness, the facility will authorize release to work with or without restrictions or may indicate the employee be relieved from the employee's job duties temporarily.

After medical treatment, the injured employee will return to work based upon the result of the preliminary post-accident test (the medical facility will administer a rapid response drug analysis and the result will be known immediately).

Drug/Alcohol Test (Refer to the Drug-Free Workplace Policy)

The injured employee may return to work if the test results are negative. If the test results are positive, the injured employee will be placed on administrative leave without pay and be disciplined according to the agency's Drug Free Workplace policy.

When the tests are positive, the medical review officer will contact the employee and Human Resources to advise them of the result. The employee may request a retest if the initial result is positive (refer to the Drug-Free Workplace policy for more details regarding retesting).

Claim

The injured employee is required to complete a Bodily Injury Report within 24 hours of the work-related injury or illness, or if the injury or illness occurs after business hours, the employee should notify their supervisor immediately and follow up with the completion of the Bodily Injury Report. The completed report should be submitted to Human Resources within 24 hours of the work-related injury/illness, or as soon as feasibly possible if accident occurred during non-business hours.

For the purpose of salary continuation (SC) (the continuation of salary or compensation without interruption until the BWC resolves the claim), the injured employee must obtain

information from the medical provider and submit that information to Human Resources by way of BWC's forms, MEDCO 14, "Request for Disability Statement" and C-84, "Temporary Total Request."

If the injured employee does not wish to submit the MEDCO-14 and C-84 forms to Human Resources, they should request the following information from the medical provider and submit the information to Human Resources:

1. The employee's ability to return to the present position;
2. The employee's ability to return to work whether performing light duty, alternative work, or transitional work and a list of restrictions with a return-to-work date;
3. If the injured employee is totally disabled from work, the beginning date of the injury leave to an estimated/actual return to work date should be indicated;
4. The diagnosis of the injury which may prevent the employee to return to work, and an estimated return-to-work date;
5. The date of next appointment;
6. The date of maximum medical improvement (MMI) and if no date is given, a list of barriers preventing normal recovery; and
7. The employee's candidacy for vocational rehabilitation focusing on return to work.

Unless there are extenuating circumstances, the above information must be returned to the GDPM in a timely manner. If GDPM receives the information, GDPM may offer the injured employee SC.

If the information is not submitted within a reasonable period—determined at the sole discretion of GDPM—the GDPM may cancel the SC agreement.

For the first 30 calendar days, an injured employee may use Workers' Compensation (WC) time for absence from work to cover follow-up appointments, physical therapy, and other treatments/appointments associated with the allowed work-related injury. The use of WC time is contingent upon the employee's submitting the information required by GDPM as outlined above.

After the 30-day period expires, the injured employee may use WC leave for subsequent treatments for the work-related medical conditions if they submit the following information to HR in advance: the treatment plan; duration of treatment; and an estimated time of completion. This information can be obtained by the medical provider for the work-related injury or illness.

Human Resources will review the plan with the MCO for feasibility. If the plan is deemed feasible by the MCO, the injured employee will be required to submit a physician note each time the employee returns to work, to include but not limited to, updated work restrictions, as well as, a new or revised treatment plan, if applicable.

If the employee's medical provider does not provide a renewed treatment plan or if the plan is not feasible, the employee will have to use their paid sick leave time for subsequent treatment.

Salary Continuation

From the date of injury or illness until the BWC's decision to allow or disallow the claim, GDPM will consider, on a case-by-case basis, offering the injured employee the opportunity to continue to receive the employee's compensation, also known as SC. SC will only continue through the first 30 days if GDPM receives the information identified in the Claim section above.

In the event that an employee is absent for more than seven days, the injured employee is responsible for submitting the required information from the medical provider (see the *Time Away From Work* Section). The salary continuation agreement may continue to be in effect until the 30th day.

If the employee's absence continues beyond 30 days, GDPM may renew the SC agreement every 30 days thereafter up to 12 weeks. GDPM will only continue the SC agreement as long as the Agency receives the information it requests from the employee.

A Human Resources representative will contact the injured employee to discuss the process and to request the employee's signature on the necessary paperwork.

If the injured employee agrees to salary continuation, the employee must also agree to participate in vocational rehabilitation services or other physical/occupational therapy services. The employee must report to Human Resources all scheduled appointments for treatment in advance. The employee is also responsible for contacting Human Resources if appointments are missed or are rescheduled. The injured worker may forfeit the SC benefit if Human Resources does not receive the requested information in a timely manner.

GDPM requires an injured employee receiving SC to fully participate in his/her treatment plan, including vocational rehabilitation services, coordinated by the management disability company and the MCO. If the employee fails to participate in the scheduled treatment plan, GDPM will discontinue SC on the first day of the scheduled treatment plan.

Temporary Total Disability

BWC pays Temporary Total Disability (TTD) to provide compensation for the injured employee when the employee is absent for more than seven calendar days and when the employer does not pay compensation during the WC leave of absence.

If an employee chooses to receive TTD benefits from the BWC instead of receiving SC, Ohio law does not permit the employee to receive both sick leave and TTD for lost time. In addition, the injured employee will not accumulate any paid leave.

Time Away from Work

When the injured employee is on WC leave and receiving SC, GDPM requires the same information as identified in the "Claim" section above.

If the injured employee does not submit the requested information in a timely manner, or if the injured employee returns to work after the date the medical provider has released them; SC will discontinue on the return to work date stated by the medical provider.

The BWC has up to 28 days to decide if the claim for the work-related injury is allowed or disallowed. If the BWC allows the claim and the injured employee has taken off work and followed the return to work procedure, the WC leave will remain (no paid leave will be used).

However, if the BWC disallows the claim, GDPM will retract the WC leave and use the employee's sick leave or available paid leave for the absence. During the appeal period, GDPM will continue to pay the injured employee, but if the claim is disallowed after all appeals, GDPM will retract WC leave and recover paid SC by using the injured employee's available paid leave.

Restrictions

If the medical provider assigned work restrictions to the injured employee, GDPM will attempt to provide modified or other job duties that accommodate the employee's prescribed restrictions.

The injured employee will have the opportunity to participate in a transitional work program that will provide services to help them return to perform the essential job duties safely. The transitional work program will include therapy prescribed by the medical provider and job tasks, provided by GDPM that will adhere to the injured employee's restrictions.

Restrictions will be adhered to, including permanent restrictions, for up to a six-month period (depending on the severity of the injury or illness) beginning on the date of the medical provider's report. Human Resources will monitor restriction modifications based upon the required information submitted by the injured employee.

GDPM may request an independent medical examination if restrictions remain constant and no improvements have been noted at any time during the restricted period. An examination will be requested to ascertain the status of the injury or illness and whether the condition has reached maximum medical improvement.

If an injured employee has restrictions and has returned to work in less than eight days, the employee will be referred to "Remain At Work" (RAW) services provided by a medical industrial facility with the collaboration of the designated disability management company and are based on the medical provider's request. RAW provides rehabilitation services for the employee to assist with safe practices and to reduce their time off work.

Additional Provisions

Human Resources will require the medical provider's note each time the employee is not working due to the work-related injury or illness. It is the responsibility of the employee to submit a return to work statement to Human Resources whenever they are absent or return to work from a scheduled appointment/treatment to Human Resources.

Employees who are off work due to a WC injury are not eligible for the sick leave donation leave-sharing program as detailed in the Collective Bargaining Agreement and the Non-Bargaining Unit Employees' Personnel Manual.

Employees absent from work due to a workplace illness/injury are required to maintain close contact with Human Resources. Updated medical information regarding the work-related injury is required for continued absence from work; it is the responsibility of the employee to provide copies of requested information to GDPM.

When the time period for absence listed on the medical provider's statement has been exceeded, GDPM may consider the employee to be absent without leave if the employee makes no contact.

ARTICLE 18

Catastrophic Illness/Injury Leave

In cases of personal hardship to a bargaining unit employee brought on by catastrophic illness or injury, where the employee has exhausted all accumulated, unused paid leave as a result of the catastrophic illness or injury, GDPM and the Union may enter into an agreement pursuant to the following guidelines to assist the affected employee through the donation of accumulated unused sick and/or annual leave by other employees who volunteer to do so. Any decisions made by GDPM and the Union through the Joint Committee established under this section shall be final, and the same shall not be subject to the grievance and arbitration procedure.

- A. For purposes of this agreement, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. The "catastrophic illness or injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight. This definition shall be strictly enforced from execution of this agreement forward.
- B. A Joint Committee shall be appointed. GDPM will appoint two (2) persons on an annual basis. The Union will appoint two (2) Union Officers on an annual basis. The Joint Committee will meet to review requests for additional paid leave under this section. Any decision of the Joint Committee shall be final, and it shall not be the subject of a grievance or arbitration.
- C. Applications for catastrophic illness/injury leave donation must be submitted to the Director of Human Resources. Applications for catastrophic illness/injury will include, but not be limited to the following information:
 - 1. The nature of the claimed catastrophic/illness or injury;
 - 2. Physician(s) diagnosis and prognosis of the catastrophic illness or injury;
 - 3. Projected date of return to duty;
 - 4. Explanation of previous leave usage; and
 - 5. Any other pertinent information the applicant can submit to the committee for its consideration.
 - 6. Employees must complete and sign an Authorization for Release of Protected Health Information Form.
- D. Upon receipt of the application, the Director of Human Resources shall review the application for completeness and adherence to this Article. If the application meets all criteria, it will be forwarded to the Joint Committee. If all criteria are

not met, a notice will be sent to the employee and the union indicating deficiencies. The Joint Committee will meet as soon as practicable after receipt of a request and make a determination regarding the request. In order to approve a request for catastrophic leave donation, three-fourths (3/4) vote of the entire committee must prevail. The employee will be informed of the committee's decision, and the reason therefore, in writing. The decision of the committee shall be final.

- E. A maximum of up to forty-five (45) calendar days (six weeks) of catastrophic illness or injury leave may be granted to an applicant. The applicant must reapply for any catastrophic illness or injury leave beyond forty-five (45) calendar days (six weeks). In no event will an employee be granted a total of more than ninety (90) calendar days (twelve weeks) of catastrophic illness or injury leave.
- F. If an application is approved by the Joint Committee, Human Resources will coordinate the solicitation of donations from employees. During the first forty-five (45) calendar days (six weeks), unused sick leave may be donated to the employee. During the second forty-five (45) calendar days (six weeks), only annual leave may be donated to the employee. Donated leave will be deducted from a donating employee (donor's) accrued, unused leave and credited to the affected employee's (donee's) account
- G. All information and reports relating to applications or donations under this Regulation will remain confidential.
- H. Donations under these provisions will not be counted as sick leave usage.
- I. Employees leaving GDPM employment for any reason may not donate leave to another employee within thirty (30) days of their last day of employment.
- J. There shall be a cap of 2250 hours per calendar year agency wide for all bargaining and non-bargaining unit employees, on donated sick leave. Donated annual leave will not be capped.

ARTICLE 19

Medical Insurance, Prescription Cards, Life Insurance

GDPM shall offer similar hospitalization/surgical/prescription drug/life/dental/vision coverage to all employees. Effective July 1, 2013 through June 30, 2014, GDPM will provide three different health insurance options from which employees may choose: the High Option PPO (75% employer; 25%employee premiums); the Medium Option PPO (80% employer; 20% employee premiums); and the Low Option HSDA (85% employer; 15% employee premiums).Except as provided below regarding dental and vision coverage, GDPM may, in its absolute discretion, select the carrier and the policies so long as it offers bargaining employees coverage that is similar to that offered GDPM's non-bargaining employees.

GDPM shall enroll its eligible bargaining unit employees in the AFSCME sponsored vision and dental program. GDPM shall pay AFSCME's usual premiums for coverage not to exceed fifty six (\$56.00) dollars per month per eligible employee for dental coverage and twelve dollars (\$12.00) per month per eligible employee for vision coverage and fifty cents (\$.50) per month per eligible employee for hearing aid coverage.

Wellness Committee:

In the interest of labor/management relations, a wellness committee will be formed to consider and discuss health matters relating to employees. The committee will meet on a yearly basis at least 90 days prior to insurance open enrollment. This committee will meet on a yearly basis at least 90 days prior to insurance open enrollment. This committee will consist of the Executive Director and/or his designee(s) and no more than three (3) collective bargaining employee representatives. By mutual agreement between labor and management, the yearly meeting may be waived if there are no relevant issues for discussion. The recommendations of the Committee shall be advisory only and non-binding upon the parties.

ARTICLE 20

HOLIDAYS

Section 1. Holidays

All full-time service and maintenance employees shall receive the following paid holidays at their basic straight-time rate multiplied by the number of hours the employee would normally have worked on such days:

New Year's Day	Independence Day	Christmas Eve Day
Martin Luther King, Jr. Day	Labor Day	Christmas Day
Presidents' Day	Veteran's Day	Employee's Birthday
Good Friday	Thanksgiving Day	
Memorial Day	Day After Thanksgiving	

Section 2. Eligibility for Holiday Pay

To be eligible for holiday pay, an employee must meet the following requirements:

In order for an employee to receive his/her regular pay for the holiday, he/she must work his/her regular scheduled day before and his/her regular scheduled day after a holiday. Employees on previously approved_vacation, sick leave, injury leave or a leave of absence with pay shall be considered as working their regular schedule for pay purposes; provided,

- i) The employee had, in advance, requested and been granted leave for the day or days in question by the employee's supervisor or the Assistant Director of Asset Management Services.
- ii) Employees may not receive holiday pay if they call in sick the day before or the day after the holiday.

Section 3. Holiday Falls On Weekend

When a holiday falls on Sunday, the following Monday shall be observed as the holiday. If any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 4. Employee on Sick Leave

If an employee is on sick leave and receiving sick leave pay, and a holiday falls during the leave, the holiday shall not be charged against the employee's sick leave.

Section 5. Employee on Vacation

If a holiday falls during an employee's vacation period, the employee shall receive holiday pay as provided in this Article but shall not in addition, receive vacation pay, and the holiday shall not be charged against the employee's vacation leave.

Section 6. Pay for Holidays

Employees required to work on any of the holidays, except for birthday, listed above will receive time and one-half their regular rate of pay for all hours worked; in addition to their normal holiday pay. An employee who is scheduled to work on any holiday and does not work on the holiday shall receive no pay for the holiday.

Section 7. Birthday Leave

Employees may take their birthday holiday, with supervisory approval, at any time within six (6) months following their birthday. The birthday holiday may be taken in increments of four (4) hours.

ARTICLE 21

Annual Leave

Section 1. Policy

Annual leave is granted to employees to provide a break from the work routine and to allow for a period of rest and recreation.

Section 2. Accrual of Annual Leave Credits

Annual leave credits earned shall be entered on the employee's absence and overtime record at the end of the employee's first one hundred and twenty (120) days of service and at the end of each bi-weekly pay period thereafter. An employee can use annual leave credits after they are entered on his/her absence and overtime record. New employees earn annual leave credits from the first full bi-weekly pay period following the date of employment, but shall not become eligible for annual leave until the completion of one hundred and twenty (120) days of service.

Initially, regular full-time employees will earn annual leave at the rate of 3.7 hours for each complete pay period in which the employee either worked or was on paid leave status for all or any part of each day of the bi-weekly pay period. Regular full-time employees shall earn annual leave credits for consecutive years of service according to the following schedule:

<u>YEARS</u>	<u>HOURS</u>	<u>DAYS</u>
0-5	3.7	12
6	4.0	13
7	4.3077	14
8	4.6154	15
9	4.9231	16
10	5.2308	17
11	5.5385	18
12	5.8462	19
13	6.1538	20
14	6.4615	21
15	6.7692	22
16	7.0769	23
17	7.3846	24
18-23	8.5000	28
24 and over	9.2	30

Section 3. Granting Annual Leave Credits

Scheduling of annual leave is the responsibility of the Maintenance Supervisor. Work load and staffing levels will be taken into account when making decisions regarding annual leave requests.

Annual leave should be scheduled in units of at least one week to accomplish the major objective of annual leave (rest and recreation). Therefore, each employee entitled to annual leave should schedule at least five (5) days of annual leave on consecutive days.

Between January 2 and February 28 of each year, employees may select their preapproved annual leave period for the year. In the event of a duplicate or overlapping request from two or more employees in the same work unit, the request received from the most senior employee will be given precedence. Only one pre-approved annual leave period per year per employee will be honored. Additional annual leave times during the year may be honored by the Department head based upon efficient office practices. Annual leave requests shall not be unreasonably denied.

Employees who have completed their initial probationary period are not required to use five (5) annual leave credits before they may choose to request the use of one (1) or more annual leave credits.

In the event that unanticipated problems arise that require a scheduled annual leave to be modified, said change will be permitted provided, however, that said change will not displace another employee who has already selected that time period.

All annual leaves will be requested in advance on a Leave Request form.

The maximum number of annual leave days that may be taken by an employee in any one year will be twenty-eight (28) workdays. Decisions on employees' annual leave requests shall be made within fourteen (14) calendar days of submission.

If an employee wishes to take annual leave time longer than one (1) week, he/she shall give GDPM at least one (1) month advance notice. GDPM will make reasonable efforts to accommodate such requests giving due consideration for operational needs, but cannot guarantee that approval will occur in all cases. Annual leave requests of greater than one (1) week shall not be unreasonably denied.

Section 4. Annual Leave Carry Over

Employees will be allowed to carry over accumulated and unused annual leave credits from one year to the next year. The maximum number of accumulated days that may be carried over will be forty-five (45) days. Accrued vacation shall not be carried over for more than three (3) years at employee's accrual rate. Additional time may be carried over if the employee was unable to take annual leave within the calendar year because of scheduling requirements of GDPM.

Section 5. Terminal Pay

Unused accrued annual leave shall be paid as terminal pay to employees who have provided at least six (6) months of continuous service with GDPM. Employees who voluntarily terminate their employment must give a two (2) week notice of such termination to be entitled to be paid for unused accrued annual leave unless emergency circumstances precluded such notice being given. In the event of an employee's death, unused annual leave shall be paid to the next of kin, beneficiary or to the estate.

ARTICLE 22

Bereavement Leave

Section 1.

When an employee experiences the death of an immediate family member, GDPM will grant the employee a leave of absence with pay of three (3) workdays. An immediate family member is defined as: grandparent, spouse, parent, parent-in-law, step-parent, child, step-child, foster child, brother, sister, grandchild, half-brother, half-sister, son-in-law, daughter-in-law, or legal guardian.

Section 2.

In case of death of employee's spouse or child, GDPM will grant a leave of absence with pay of five (5) workdays.

Section 3.

If additional time is necessary for an employee due to circumstances where out of state travel is required or other extraordinary situations occur, this leave may be extended for an additional two (2) workdays. Bereavement leave requires approval of the employee's immediate supervisor and Department Manager and shall not be deducted from the employee's sick or annual leave.

Section 4.

GDPM—at its discretion—may request reasonable evidence supporting the claim of death of a family member.

ARTICLE 23

Military Leave

Military leave shall be in accordance with applicable federal and state law governing eligibility and compensation.

ARTICLE 24

Court Leave

GDPM will grant employees court leave in accordance with the Fair Labor Standards Act and Ohio Revised Code Section 124.135.

ARTICLE 25

Labor-Management Committee

Section 1. Committee Membership

A labor management committee shall be established consisting of three (3) representatives of GDPM and two (2) members of the Union, and a staff representative from Ohio Council 8. Meetings of the committee shall be held quarterly at a time and location mutually agreed upon. Union representatives shall be paid at their regular rate of pay for time spent attending such meetings on a no-loss, no-gain basis.

Meetings shall not reasonably interfere with the operational needs of GDPM.

An agenda containing the items to be discussed shall be exchanged at least three (3) working days prior to any scheduled meeting.

The Local Union may request the attendance of the Executive Director of GDPM upon reasonable notice.

ARTICLE 26

NO STRIKE/NO LOCKOUT

Section 1.

It is understood and agreed that the services performed by GDPM's employees included in this Agreement are essential to GDPM. The Union, therefore, agrees that there shall be no intentional interruption to the work for any cause whatsoever, nor shall there be any slowdown or other interference with these services.

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of GDPM during the life of this Agreement.
- B. During the life of this Agreement, GDPM shall not cause, permit, or engage in any lockout of the bargaining unit employees.

Section 2.

In addition to any other remedies available to GDPM, any employee or employees, either individually or collectively, who violate Section 1(A) of this Article, may be subject to disciplinary action, up to and including discharge by GDPM.

Section 3.

In the event of any violation of Section 1(A) of this Article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 4.

Nothing in this Article shall be construed to limit or abridge GDPM's or the Union's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 27

Bulletin Boards

Section 1.

Management will provide the Union with ten (10) bulletin boards (to be placed in mutually agreed upon locations within organizational sites chosen by the Union) which may be used by the Union for posting notices of the following types:

1. Recreational and social events;
2. Elections and election results;
3. General membership meetings and other related business meetings;
4. General Union business of interest to members.

Section 2.

The Union agrees that no notices will be placed on the bulletin board which contain:

1. Personal attacks upon any GDPM employee;
2. Scandalous, scurrilous, or derogatory attacks upon GDPM;
3. Attacks on any other employee organizations;
4. Any obscene material; or
5. Any attack or derogatory comments against a protected class.

If GDPM believes that a posted notice violates these guidelines, it may immediately remove the notice and schedule a meeting with Union officials to discuss the notice. If an agreement cannot be reached concerning the notice or posting in question, GDPM shall implement its determination, subject to challenge by the Union through the grievance and arbitration procedure.

ARTICLE 28

Probationary Employee

Section 1.

All newly hired employees covered under this agreement, including re-hired employees (rehired employees are not employees who have been recalled after a layoff under the terms and conditions of Article 12), must serve a probationary period of one hundred twenty (120) days. GDPM, at its discretion, may extend the probationary period for up to an additional sixty (60) days with the consent of the employee. Extensions, like the first (60) - day period, will serve to determine the fitness of the employee to perform the job. At the end of the probationary period, GDPM will conduct and document an evaluation of the employee.

Section 2.

During the initial employment probationary period, GDPM, at its sole discretion, may discipline, discharge or otherwise dismiss the probationary employee. The Union and the employee will not have the right to challenge the disciplinary action, discharge, or dismissal under the arbitration procedure of this Agreement.

ARTICLE 29

Miscellaneous

Section 1.

An employee may review his personnel files periodically and may, at the option of the employee, select a third party to be present during such review. The employee shall be entitled to a copy of any material contained in the file, provided the employee reimburses GDPM for copies at a rate of \$.15 per copy. Anonymous letters or materials shall not be placed in an employee's file nor shall they be made a matter of record.

Section 2. Uniforms

Uniforms shall be provided for all employees in the following classifications: Maintenance Aide, Maintenance Laborer, Resident Caretaker, Maintenance Specialist, Auto Mechanic, HVAC Specialist, Maintenance Clerks, and Custodian. GDPM will provide the employees with seven (7) uniform sets, one (1) jacket and one (1) heavy winter coat, one (1) pair of rain weather rubber boots, and (1) set of rain weather gear (top and bottom) within 30 days of completing their probationary period. GDPM will replace seven (7) uniforms sets, one (1) jacket and one (1) heavy winter coat during the next uniform cycle in approximately 2014. GDPM will replace all other employee uniforms on the employee's two-year anniversary hire date. Upon termination of employment or retirement, an employee must return the complete set of uniform items that were issued to the employee. If the employee fails to return the complete set of uniforms, the actual cost incurred by GDPM to purchase the uniforms shall be charged to the employee and deducted from their final pay check.

Worn or damaged items may be requested to be replaced on an as-needed basis. Any employee with specific uniform needs may notify GDPM as soon as possible to request replacement garment(s). GDPM has the sole discretion to grant or deny the request.

Section 3. Tool Kits and Master Tool Crib

All new employees who perform maintenance work will be required to have and maintain their own basic tools.

To the extent employees need additional tools to perform their job responsibilities; the Maintenance Supervisor will maintain a master tool crib of such tools. Employees using the master tool crib will be required to:

- a. sign in and out any tool needed to perform their job; and
- b. replace any tool which is lost, stolen or damaged.
- c. GDPM will meet with the union to review the needs for the tool crib and tool kits before kits are issued.

Employees are not authorized to use or borrow GDPM tools, equipment, or supplies for personal use either on or off the premises.

In the event tools, equipment or supplies issued to an employee for use in performing his/her assigned job duties are lost, stolen, or damaged due to neglect or abuse, it is the employee's responsibility to report such loss or damage to his/her supervisor. The supervisor will investigate the circumstances of the loss or damage and evaluate the situation based on reasonable use. If the employee is responsible for the damage or loss, the supervisor will inform the employee of the determination, charging the employee for the replacement value of the property. Employees may reimburse GDPM by check or through payroll deduction.

Tools, equipment, and supplies provided to employees by GDPM for use in the performance of their job duties remain the property of GDPM and must be returned upon resigning or termination of GDPM employment. The cost of any property not returned will be deducted from the employee's final paycheck.

Section 4. No Smoking

There will be no smoking in any GDPM building or vehicle. Employees will be given a reasonable amount of brief breaks in order to smoke in a designated area outside of the GDPM buildings.

Section 5. Evaluation

Each employee shall be evaluated on an annual basis on the forms and according to the procedures adopted by GDPM for all other employees. When an employee is evaluated on his/her performance, the employee shall be given an opportunity to examine the performance evaluation; and to discuss it with his/her supervisor. The employee shall be given an opportunity to sign the evaluation form, and to attach any relevant documents to the form. The signature does not necessarily indicate agreement with the evaluation. The employee shall be given a copy of the performance evaluation and a copy with any relevant attachment shall be placed in the employee's official record. Violations of the procedures contained herein are subject to the grievance-arbitration procedure, provided, however, the rating determined by Management is not a proper subject for the grievance arbitration procedure. However, Management agrees to discuss and review the performance rating with the employee and the Union if the rating is less than proficient and such review is requested.

Section 6. Prior Service Credit

All employees of Dayton Metropolitan Housing Authority will be entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment pursuant to ORC Section 9.44.

After six (6) months of continuous service as a regular full or part time employee has been completed and at least one evaluation reflects that the employee is satisfactorily performing the duties of the position, the employee may present documentation of

previous public service to the Human Resources Department. At that time, credit will be given for prior service, up to a maximum of five years, from one or any combination of government employers, including U.S. Military Service.

Sick Leave credit up to a maximum of 80 hours will also be accepted, with documentation, from any of the specified sources.

It is the responsibility of the employee to obtain documentation of both prior service time and sick leave. Both service time and sick leave will be credited to the employee for the pay period immediately following presentation of the documentation. Neither prior service time nor sick leave will be logged to the employee until such documentation is presented and under no circumstances will credit be given retroactively.

ARTICLE 30

Americans with Disabilities Act

GDPM shall follow the Federal guidelines.

ARTICLE 31

Family Medical Leave Act

GDPM will abide by the law with regards to Family Medical Leave.

ARTICLE 32

Time Standards

Section 1. Time Standards

GDPM shall have the right to establish and enforce reasonable time standards for common work assignments, including overtime. Such standards shall be exclusive of travel time, time obtaining needed parts or completing needed paperwork and shall also reflect the differences in age, location and condition of buildings. Two (2) members of the bargaining unit are permitted to participate in an advisory capacity only, in the formation of the reasonable time standards.

ARTICLE 33

Vehicle Use

Section 1.

Any personal use of a GDPM vehicle is prohibited.

Section 2.

- A. As an exception to the prohibition in Section 1, GDPM will permit employees—at the employee's option—to use the assigned GDPM vehicle during lunch breaks. If the employee chooses to exercise this option, the employee may use the GDPM vehicle during standard shift hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, under the following circumstances:
- (1) The employee must take the lunch break between 12:00 p.m. and 1:00 p.m. If the work situation does not permit a lunch break between 12:00 p.m. and 1:00 p.m., the employee must call the Assistance Director for Asset Management or designee to request permission to use the vehicle for a lunch break.
 - (2) The employee must only use the GDPM vehicle to go to a fast-food restaurant drive-through within 5 miles of the worksite. GDPM vehicles will not be used to go to any establishment that serves alcohol.
 - (3) The employee must pick up the food at the fast-food drive up window and return to the worksite to consume it.
- B. On-call employees who have been called out to work from home—outside of the standard shift hours as described in Section A—and who have been working for more than four (4) consecutive hours, may also use the assigned GDPM vehicle for a meal break under the terms and conditions described Section A. Before doing so, the employee must call the Assistant Director of Asset Management or designee to request permission to use the vehicle for a lunch break.
- C. Employees who violate this Article will be subject to discipline, up to and including termination.

ARTICLE 34

Standby Pay/On-Call System

1. Unless and until a second and third shift is created and properly staffed, emergency after-hours service calls shall be handled on a rotating basis whereby employees will be required to serve a seven (7) consecutive day period of being on call.
2. Selection of weeks for on-call rotation shall be accomplished on a pre-announced day. All present will select their preferred week for on-call in order, beginning with the highest seniority person present. Any employee not present, regardless of seniority, will be the last person to select, *i.e.*, will be responsible for the week no one else selects. If more than one person is absent, the first to return will select his/her preference of the remaining weeks.
3. An individual who is on extended leave at the time the rotation selection is made will be excluded from the rotation entirely. In this case, no week will be assigned to the individual and the rotation will be shortened by one week. When the individual returns to work, his/her name will become the least senior person on the relief listing described in (4) below. For purposes of the next rotation selection as described in (2) above, he/she will select his/her week in order of overall seniority.
4. A relief listing, by seniority and by site, will be established and maintained. If an employee is ill and cannot work during his/her assigned on-call week, the supervisor will first ask for volunteers from among the staff at that site. If no one volunteers, the shift shall be covered by the least senior employee on the relief listing, who has not already worked a relief on-call shift since the last time through the listing. This rotation through the relief listing will continue independent of the rotation assignments for selected weeks as described in (2) above. The following conditions clarify the on-call procedures:
 - A. The relief employee or volunteer will receive the \$95.00 on call pay for taking the calls in the absence of the on-call employee.
 - B. The on-call employee will be required to finish out all calls for the remainder of his/her on-call week upon returning to work during his/her on-call week. This employee will lose the \$95.00 on call pay for not being able to serve the seven (7) consecutive day period of being on call.
 - C. This relief employee will go to the bottom of the relief list after taking calls for the ill employee.
 - D. The employee who is calling in ill will go to the top of the relief list.

5. If an employee leaves the site, but continues to be a GDPM union employee, he/she will be required to work his/her on-call week, as assigned at the old site. Once his/her rotation responsibility is fulfilled at his/her previous site, the employee will be included in the rotation at the new site when the next rotation is announced. A transferred employee will be removed from the relief listing for relief on-call, as stated in (4) above, at the old site and placed on the relief listing for the new site.
6. An employee who leaves GDPM or is promoted out of the Union will be treated as any other employee who cannot work his/her on-call week for purposes of using the relief listing.
7. If an employee wishes to swap weeks for any reason other than illness, that employee is responsible to get someone from his own organizational unit to swap weeks. If the employee cannot get a replacement, he/she must work his/her assigned week.
8. Employees shall not volunteer to serve so much additional on-call/overtime work that it prevents them from doing their job satisfactorily during normal working hours. GDPM reserves the right in such cases to remove the employee from on-call status for the rest of the week and substitute with the next person on the site list (in which case the employee so removed shall forfeit the (\$95.00) and/or send the employee home for the rest of the day and dock their pay. Should the situation continue to occur, GDPM may take such other disciplinary action as is appropriate.
9. Anyone called out on an emergency service request shall be compensated at the rate of one and one-half (1-1/2) times their regular pay based upon the actual time that is required to end the emergency, including travel time; with the sole exception being that anyone called out on a lockout shall receive compensation of one and one-half (1-1/2) times their regular pay for one (1) hour regardless of whether the actual time and travel time total more or less.
10. Each employee shall receive eighty-five ninety-five dollars (\$95.00) for each complete seven (7) consecutive day period he or she is on call. For purposes of this Agreement the new on-call premium shall begin on July 1, 2010. However, any employee who fails to respond to any emergency call during that week shall forfeit his/her stand-by pay.
11. Nothing in this Article shall change the fact that any and all employees may be required to respond to emergency situations at a site (i.e., fire, flood, snowstorm, etc).
12. Probationary employees must complete their probationary periods before they become eligible to run calls.

13. Offers of overtime shall be equalized by classification within each organizational unit. However, any overtime accumulated as a result of on-call switching among employees shall not require equalization.
14. GDPM will use reasonable efforts to maintain an on-call roster of at least four (4) bargaining unit employees for each AMP or worksite. Whenever there is not an adequate number of bargaining unit members on the on-call roster, GDPM will request volunteers from other AMP's or worksites on a first-come, first-serve basis to fill the on-call roster.

ARTICLE 35

Personal Leave

All bargaining unit employees shall receive one (1) day of personal leave per year to be used in one (1) hour increments. This leave may not be carried forward from year to year if unused at the end of each contract year.

Employees wishing to use personal leave shall call in to his/her immediate supervisor within ½ hour of the start of his/her shift, or schedule the time off in advance with his/her supervisor.

ARTICLE 36

Tuition Reimbursement

Procedure

Employees of GDPM may apply for tuition payment for college courses or other job-related certifications in accordance with the following requirements:

1. Eligibility:

Employees must be full time regular employees with at least one full year of service with the Authority at the commencement of the quarter.

Employees must have a performance evaluation reflecting a score of "meets standards" or above.

2. Course & Institutional Requirements:

The institution must be an accredited institution of higher education within the State of Ohio or an institution accredited to provide the job-related certification sought by the employee.

Courses must be taken for credit -- auditing is not permitted for payment nor are review courses for certification exams eligible for this program. GDPM may cover the costs of specialty tools needed for the course up to a total amount of \$75.00, but such tools will be the property of GDPM and GDPM reserves the right to retain the tools upon completion of the course.

Employees who have earned a degree may not request tuition assistance to obtain another degree at the same level. Example: An employee with a Bachelor's Degree may not use the Tuition Assistance Program to obtain another Bachelor's Degree but may qualify to use the Tuition Assistance Program to obtain a Master's Degree.

Courses must be job related or advancement related in the same departmental area as the employee's current position.

3. Cost:

Employees will be reimbursed up to \$1,500 \$2,500 per fiscal year for tuition costs for courses meeting all requirements of this section.

GDPM does not cover the cost of books, lab fees, student activity cards, parking, and other incidentals.

4. Grade Requirements:

An employee must complete the course with a grade of C or better in order to be eligible for reimbursement (Bachelor level and below).

An employee must complete the course with a grade of B or better in order to be eligible for reimbursement (Master's level and above).

5. Approval Process:

Employees wishing to apply for tuition reimbursement must complete a Tuition Reimbursement Application including job relatedness of the course.

The application must be submitted to the employee's immediate supervisor at least 30 days prior to the commencement of classes.

Once reviewed by the supervisor, the application will be forwarded to the Department Manager and Assistant Director of Administration/Programs budgetary_for approval.

6. Additional Requirements:

Applications for tuition reimbursement are considered on a quarter-by-quarter (or semester-by-semester), case-by-case basis. Approval for one quarter does not imply approval for future quarters.

Approval may be limited by budget constraints, in which case seniority shall govern.

7. Reimbursement Procedure:

Following completion of the course, the employee must forward his/her official grade slip and paid receipt to the Human Resources Department, who will process the bill for payment.

8. Obligation for Repayment:

If an employee voluntarily terminates his/her employment with GDPM within two (2) years of receiving tuition reimbursement for undergraduate courses or three (3) years of receiving tuition reimbursement for graduate courses, the employee will be required to repay the entire amount of tuition. Payment, or an appropriate written agreement, must be received by GDPM prior to release of the employee's final paycheck. If arrangements have not been made, GDPM may deduct the amount of tuition from the employee's final paycheck.

ARTICLE 37

Savings Clause

Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provisions shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. In addition, within fifteen (15) calendar days following the effective date of such declaration of invalidity, the parties shall meet to negotiate such provision to comply with the applicable law.

ARTICLE 38

Agreement Complete

Section 1. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to wages, hours, fringe benefits and working conditions, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2.

This Agreement, including Appendix A and any other documents incorporated in it, is complete in writing. It may be amended only by an instrument in writing signed by GDPM and appropriate Union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate GDPM to continue in effect, any working condition, benefit, or past practice, including previous sidebar agreements, which is not covered or contained in or re-executed as part of, this Agreement.

ARTICLE 39

Modification of Agreement

The express provisions of this agreement may be changed only by mutual agreement between the parties. Negotiated changes shall be reduced to writing, dated, and signed by the parties to this Agreement. Neither party shall attempt to achieve the alteration of this Agreement by recommending changes in, additions to, or deletions from resolutions.

ARTICLE 40

Duration of Agreement

1. Except for Articles nine (9) and nineteen (19), this Agreement shall be effective as of July 1, 2010 and shall continue in full force and effect through 11:59 pm, June 30, 2013 and for yearly periods from year to year thereafter, unless GDPM or AFSCME shall give the other written notice of its intention to terminate, modify or amend this Agreement not more than one hundred twenty (120) days and not less than ninety (90) days prior to the expiration date or end of any yearly extension period.
2. At least sixty (60) days prior to June 30, 2014, the parties agree to re-open negotiations for the purpose of discussing Article 19, Medical Insurance, Prescription Cards, and Life Insurance for the June 2014-June 2015 term.

At least sixty (60) days prior to June 30, 2014, the parties agree to re-open negotiations for the purpose of discussing Article 9, Wages for the June 2014-June 2015 term.

2. GDPM and AFSCME agree to utilize an alternative settlement dispute procedure through the Federal Mediation and Conciliation Service, as opposed to the Fact Finding Process contained in Ohio Revised Code Section 4117.14(C) and under Ohio Administrative Code Rule 4117-9-05(B),(C). The parties, by mutual agreement, can select a mediator other than the one provided by the Federal Mediation and Conciliation Service.

ARTICLE 41

DRIVING ELIGIBILITY

Section 1.

Every job within the bargaining unit, with the exception of Maintenance Clerks and Custodians, requires as an essential function of the job that the employee drive in connection with employment. All employees except Maintenance Clerks and Custodians shall maintain an insurable driving record under the terms and conditions of the GDPM auto liability insurance policy as a condition of employment. GDPM's insurance carrier periodically conducts reviews of employee driving records. Depending upon such factors as age, experience, nature of violation and driving history, a driving conviction(s) may place an individual at risk of possibly being declared ineligible to drive on GDPM business, whether such violation(s) occurred on or off the job. Failure to maintain an insurable driving record and a valid driver's license may result in termination of employment or demotion to a position which can accommodate the employee's driving ineligibility. The terms and conditions to qualify as an insurable driver may change, depending upon the insurance carrier who is awarded the contract for GDPM auto liability coverage. If the policy changes, employees will be notified.

Section 2.

GDPM will verify employee driver eligibility twice a year.

Section 3.

If a GDPM vehicle is driven in connection with GDPM business, GDPM's automobile policy is the primary insurance for an accident. If a personal vehicle is used in connection with GDPM business, the employee's personal automobile insurance policy is the primary insurance.

ARTICLE 42

Drug Free Workplace

During all working hours, the Dayton Metropolitan Housing Authority (GDPM or the Agency) has zero tolerance for the use of alcohol, illegal substances, or the misuse of prescription medications. In addition—regardless of when an employee consumes these type substances—the Agency has zero tolerance for the presence of these substances in the body during working hours.

Section 1. Purpose

GDPM demands that every employee commit to providing safe, dependable working conditions and services to fellow employees and residents. Consistent with this demand, the Agency's adopts the policy that the work place must remain free from the dangers of illegal and controlled substances and alcohol in compliance with the Drug-Free Workplace Act of 1988. To that end, the Agency will implement a comprehensive drug and alcohol testing program in accordance with the following terms and conditions.

Section 2. Definition of Substances

For the purpose of this Article "substances," either illegal or medical prescription for injury/illness treatment, will be any narcotic, depressant, stimulant, alcohol (the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl), hallucinogen, or cannabis as defined by the United States Department of Justice, Drug Enforcement Administration.

Section 3. Applicability

This Article applies to all employees. Employees must not report to work impaired, including unpaid lunch time. Employees must not come on GDPM property while impair. Employees must not manufacture, use, sale, distribute or possess intoxicating liquors/alcohol, controlled substances (not medically authorized), or any other substance as defined in the above section, which impairs performance or poses a hazard to the safety and welfare of the employee, other employees, residents, or the public.

A legally prescribed drug means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount the employee takes, and the period of authorization. Employees must not use medication that is prescribed to an individual other than the employee.

Section 4. Reasons for Testing

GDPM will conduct substance abuse testing when GDPM has a reasonable suspicion to believe that an employee is under the influence of alcohol or other substances as previously defined. GDPM will also direct employees to take a "pre-employment" and "post-accident" substance abuse test.

GDPM will not conduct random alcohol/substance testing.

Reasonable Suspicion

GDPM will conduct reasonable suspicion testing when a supervisor is aware of facts that allow the supervisor to conclude an employee is currently under the influence of drugs or alcohol. The supervisor may obtain these facts by direct observation of the employee or physical evidence, such as drugs in an employee's locker. Examples of facts, that may give rise to reasonable suspicion, include, but are not limited to:

- Slurred speech;
- Alcohol odor on breath or marijuana odor on breath or clothing;
- Unsteady walking and movement;
- Physical or verbal altercation combined with other problems;
- Erratic, irrational, and unusual behavior;
- Possession of alcohol, drugs, or drug paraphernalia;
- Other behavior that is inappropriate for the circumstances, such as an inability to control behavior and/or emotions when the situation clearly calls for control;
- Unexplained increase in absenteeism or tardiness;
- Frequent involvement in minor accidents or injuries;
- Violations of established safety, security, or other operating procedures; or
- Deterioration in work performance.

When GDPM has a reasonable suspicion as described above, the supervisor or manager must complete an *Employee Observation Form* and submit it to the Executive Director or his/her designee within three (3) hours from the initial observation. Before submitting the form to the Executive Director, the supervisor or manager must notify the Department Director and the HR department immediately.

The employee is required to submit to testing within two (2) hours upon notification from the observant manager/supervisor. The supervisor will inform the employee of the drug testing policy and relieve him/her from duty. The HR department will notify the industrial medical facility.

If the test result is negative, the employee will be notified to return to work. However, if the test result is positive, the tested employee may request immediate retesting of the initial specimen. To ensure quality testing, the facility splits the initial specimen into two samples to prevent testing errors. This technique allows the retesting to be completed again in the initial specimen. GDPM will pay for the retest contingent on the outcome of the test. If the retest result is negative, GDPM will incur the cost of the test; however, if the retest result is positive, the employee must immediately reimburse GDPM for the cost of the test. If the employee who test positive on the retest does not voluntarily reimburse GDPM, the Union and the employee agree that GDPM will recover the cost of the test from the employee's next scheduled pay cycle.

In the case of alcohol testing, such retesting must be requested and occur immediately following the initial test. GDPM will pay for the retest contingent on the outcome of the test. If the retest result is negative, GDPM will incur the cost of the test; however, if the retest result is positive, the employee must immediately reimburse GDPM for the cost of the test. If the employee who test positive on the retest does not reimburse GDPM voluntarily, the Union and the employee agree that GDPM will recover the cost of the test from the employee's next scheduled pay.

In the event of a positive alcohol or drug test result, GDPM will discipline the employee, up to and including, termination.

The Union agrees that it is insubordination for an employee to refuse to provide breath, blood or urine specimen(s) within the two (2) hour period outlined above, or if the employee fails or refuses to complete any required consent forms or other paperwork needed to obtain the specimen and test results. Any insubordination or non-compliance with this Article will result in discipline, up to and including, termination.

Post-Accident

An accident is defined as any occurrence associated with work-related activities, including but not limited to driving an agency's vehicle or own vehicle for agency business, injury at work or associated with GDPM, etc. When there is any type of work-related accident and GDPM determines that the employee injured or involved may have contributed to the cause of the accident. The employee will be subject to post accident testing. When substance testing is necessary, the employee must submit to an alcohol/substance test as soon as possible (within 4 hours) following the accident, including employees who are designated "on-call" and work after business hours. Any other employee(s) whose performance could have contributed to the accident will also be required to submit to the alcohol/substance post-accident tests.

The employee must be readily available for testing. The employee(s) must be escorted by his/her supervisor to the designated industrial medical facility or urgent care/emergency facility (it is the responsibility of the supervisor and employee to inform the medical staff that the accident was work-related and both a drug and alcohol test must be administered). The post-accident tests should be administered as soon as possible; however, all reasonable efforts shall be made to test the employee(s) within four (4) hours following the accident. If the alcohol/substance test required by this section is not administered within the required time period following the accident, GDPM shall prepare and maintain on file, a record stating the reason(s) the testing was not promptly administered.

Any employee involved in a work related accident must submit to the alcohol/substance testing; however, if the employee fails to submit to the required testing, it may be considered a refusal to take the tests; this action may result in immediate removal from work duties and discipline, up to and including, termination. In the rare event that an employee is unable to submit to a post-accident test within the required time period (within four hours following the accident) due to circumstances beyond the employee's or

GDPM's control, the employee is to submit to both the alcohol/drug tests at the designated medical facility as soon as possible.

Workers' Compensation Rebuttable Presumption

Any employee who is found to be under the influence of illegal drugs or alcohol by chemical tests, or who refuses to submit to a chemical test pursuant to this Article, may forfeit his or her eligibility for workers' compensation benefits.

Pre-Employment

The requirement of passing a drug screen shall be expressly communicated to job applicants before a contingent offer of employment is made and the results of the test shall be known before the job offer is formally extended. The selected candidate will be notified to take the pre-employment drug test within 24 hours of a tentative employment offer. In addition, the applicant will be informed that submitting a specimen is a condition of being considered for employment.

A negative drug test will constitute an official offer of employment. Whereas, a positive test will result in disqualification of the applicant and he/she will not be considered for employment with GDPM. However, a retest may be conducted if prescription drugs may have unfairly skewed the results. The applicant will be notified of the results of the test.

Any employment applicant who refuses to submit a specimen will be reminded that the submittal of a specimen is a condition of being considered for employment. If the applicant continues to refuse, his/her application and tentative employment offer will be disqualified.

Section 5. Verified Positive Results

GDPM shall notify an employee of the results of the applicable alcohol/substance test for controlled substances or alcohol conducted under this Article if the test results are either positive or negative. GDPM shall inform the employee which controlled substance(s) were verified as positive. Under this Article, positive test results may result in termination of employment. GDPM may suggest to the employee to seek professional attention, at his/her own expense.

Section 6. Refusal to Test

Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, who does not report to the medical facility in the time allotted, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately, their test categorized as positive, is considered insubordinate and in violation of this Article and will receive disciplinary action, up to and including termination. Refusal can include an inability to provide a specimen or breath sample without a valid medical explanation, as well as failure to remain readily available for post accident testing, a verbal declaration,

obstructive behavior; failure to report to the medical facility in a timely fashion without a valid reason, or physical absence resulting in the inability to conduct the test, or failure to cooperate with any part of an observed or monitored collection of the test.

It is the policy of GDPM that refusals to test as outlined above may result in termination of employment. If applicable, GDPM may suggest to the employee to seek professional attention, at his/her own expense.

Section 7.

Any employee who knowingly conceals another employee working under the influence of alcohol or other substance shall be subject to discipline, up to and including, termination.

Section 8. Employee Consent

An employee required to submit to testing shall be required to sign a consent and release form(s) authorizing the laboratory to collect a specimen of blood and/or urine or to use a breath analyzer and release medical information regarding the employee's medical condition and any test results to the employer. If an employee refuses to sign a consent form or any other necessary paperwork needed to obtain the specimen and test result, he/she may be considered insubordinate and in violation of this Article which may result, in discipline, up to and including, termination.

Section 9. Conducting the Testing

Testing may be administered by blood, urine, or breath analyzer. The supervisor shall escort the employee to the designated medical facility/lab. The sample is to be signed for by the employee in the presence of his/her supervisor. Employees are required to sign any medical paperwork, as the medical facility/lab may require. Employees will be notified of the test results within a two (2) workdays after HR receives the test results, whether the results are positive or negative. The initial test shall be a United States Department of Transportation (DOT) Certified Breath Analyzer test if alcohol abuse is suspected, and urine screen test if other substances are suspected, or both. At the discretion of GDPM, a blood alcohol concentration test may be administered.

GDPM will follow established federal and state standards for positive alcohol and illegal substances test. Testing for illegal substances (drugs) will include, but are not limited to, the following substances:

- Marijuana metabolites
- Cocaine metabolites
- Opiate metabolites
- Phencyclidine
- Amphetamines

An employee's test results that are positive under the federal and state standards will be subject to discipline up to and including termination.

Section 10. Disclosure of Test Results

Testing information is treated confidential. The actual results of alcohol/substance tests maintained on file by GDPM may be released only to the employee, if he/she requests the results in writing. The results may also be released to subsequent employers, if requested in writing by the employee. Exceptions may be made in the event of termination or discipline of the employee which may allow information to substantiate the actions or for use in official safety investigations or criminal prosecution of the employee.

Section 11. Safety and Welfare

GDPM management believes that safety and welfare on the job is a priority. GDPM intends to cooperate with local law enforcement and undercover investigations. GDPM expects all employees' support in maintaining a safe, healthy, and drug-free workplace.

Off the job alcohol or substance use that could adversely affect an employee's job performance or may jeopardize the safety of other employees, the public, or GDPM property may result in disciplinary action up to and including termination. Employees are not to use alcohol in any four (4)-hour period prior to reporting to work or operating GDPM equipment/vehicles.

Any employee who is arrested and/or convicted for illegal drug activity may be considered to be in violation of this Article and subject to disciplinary action and/or termination. Further, an employee convicted of drug-related activity or sentenced by any court administering federal or state drug laws or entering a plea of no contest to any drug-related charge are required to notify GDPM in writing immediately of such conviction; at which time, the employee will be terminated immediately.

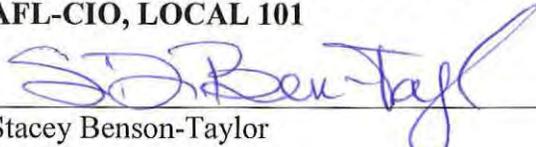
Section 12. Inspections

GDPM reminds all employees that they have no expectation of privacy at work. All lockers, desks, and other storage areas are provided for the convenience of the employee and remain the property of GDPM. Personal property on or in GDPM property, secured or unsecured, is subject to inspection by authorized personnel (limited to GDPM security personnel and management), which may include law enforcement officers, whenever there is reasonable cause to suspect that such property may contain contraband. This shall include, but not be limited to clothes, personal effects, vehicles, buildings, offices, parking lots, desks, cabinets, lockers, closets, purses, lunch and toolboxes, and equipment. Reasonable efforts are to be made to permit the affected employee to be present during any such search. Employees having personal property they do not wish to be subject to inspection should not bring it on or in GDPM property.

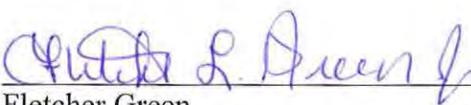
Section 13. Training

All GDPM staff will receive training about effects of drugs and alcohol. In addition, GDPM supervisory personnel shall receive a reasonable level of additional training necessary to enforce the provisions of this policy.

**FOR OHIO COUNCIL 8, AMERICAN
FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 101**


Stacey Benson-Taylor
Staff Representative

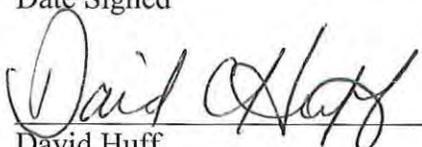
12/11/13
Date Signed


Fletcher Green
Chapter Chairperson

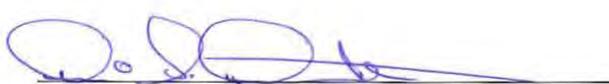
12-13-13
Date Signed


Alvin Phillips
Chapter Vice Chairperson

12/9/13
Date Signed

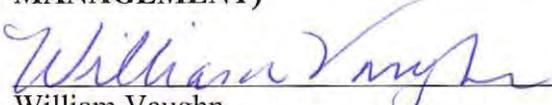

David Huff
Bargaining Committee Member

12-6-13
Date Signed

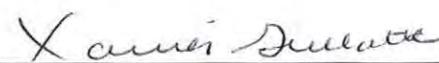

Dion Barnette
Bargaining Committee Member

12/6/13
Date Signed

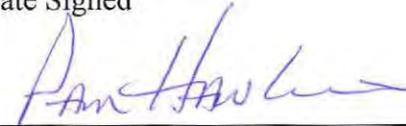
**FOR DAYTON METROPOLITAN
HOUSING AUTHORITY
(DBA GREATER DAYTON PREMIER
MANAGEMENT)**


William Vaughn
Chairperson Housing Commission

12-20-2013
Date Signed


Alphonzo Prude
Interim Chief Executive Officer

12-19-13
Date Signed


Pam Hawkins
Manager Human Resources

12/4/13
Date Signed