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STATE EMPLOYMENT  
RELATIONS BOARD

**CONTRACT BY AND BETWEEN**

**LORAIN METROPOLITAN HOUSING  
AUTHORITY**

**AND**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 18S**

Contract is effective July 1, 2013 through June 30, 2016

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## **ARTICLE I PREAMBLE**

Section 1. This Agreement is entered into between the LORAIN METROPOLITAN HOUSING AUTHORITY, hereinafter referred to as the "Employer" and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 S, hereinafter referred to as the "Union," has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance.
- B. To provide for the peaceful and equitable adjustment of differences which may arise, and to maintain the efficiency of the department.
- C. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the hours and working conditions of their employment, subject to the applicable provisions of Chapter 4117 of the Ohio Revised Code, as well as Federal and State law.
- D. To ensure the right of every member of the bargaining unit to fair and impartial treatment.
- E. To provide an opportunity for the Union and the Employer to negotiate wages benefits, and conditions of employment.
- F. The Employer and the Union encourage to the fullest degree, a friendly, cooperative and professional relationship between their respective representatives at all levels and among all employees at Lorain Metropolitan Housing Authority.

## **ARTICLE 2 UNION RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the employees who are employed by the Employer as defined in Section 2, for the purpose of establishing wages, hours of work and other terms and conditions of employment of the bargaining unit.

Section 2. Members of the bargaining unit shall consist of regular full-time and regular part-time employees working in the following classifications: Custodial, Maintenance, Team Leader, Head Maintenance, Skilled Maintenance, Maintenance/Locksmith and Maintenance/Technician.

Section 3. This Agreement shall not apply to management, employees of other classifications, supervisory employees, administrative employees, casual, seasonal, substitute and temporary employees.

Section 4. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

- A. Full-time: A bargaining unit member who is employed at least forty (40) hours per week.
- B. Part-time: A bargaining unit member who is employed less than forty (40) hours per week for at least twenty-six (26) weeks per year (January 1 through December 31).

Section 5. This agreement shall not apply to those temporary or substitute employees who are hired to replace a member of the bargaining unit who is on an Employer's approved leave of absence.

### **ARTICLE 3 PLEDGE AGAINST DISCRIMINATION**

Section 1. The Employer and Union agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, politics, national origin, age or sex.

Section 2. The Employer agrees not to discriminate against any employee(s) on the basis of handicap or disability as defined by the *Americans With Disabilities Act*.

Section 3. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

### **ARTICLE 4 MANAGEMENT RIGHTS**

Section 1. The Employer retains the right and the authority to administer its business and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct its operation to promulgate reasonable rules and regulations, and more particularly, including but not limited to, the following:

1. Determine matters on inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, including work processes and facilities, budget, utilization of technology, qualifications of applicants and employees, the entering into of cooperative agreements, and organizational structure;
2. Direct, supervise, transfer, assign, consolidate, evaluate, schedule of hours/shifts, or hire employees;
3. Maintain and improve the efficiency and effectiveness of the Housing Authority's operations;

4. Determine the overall methods, process, means, or personnel by which the Housing Authority operates;
5. Suspend (with or without pay), discipline, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the overall mission of the Employer as a unit of government;
7. Effectively manage the work force and determine standards of quality and quantity of work.
8. After meeting with Union Representative, Employer may subcontract projects of the Housing Authority, which include all projects where the normal work force is unable because of size of work force or equipment, skills, costs, time, effectiveness, expertise or magnitude of the project to perform the work in question within the time sequence necessary.

Section 2. The prerogative of the Employer to retain and exercise the management rights contained in this Article shall be restricted only to the extent this Agreement specifically and expressly provides.

## **ARTICLE 5 PROBATIONARY PERIOD**

Section 1. New employees shall be considered to be on probation for a period of one-hundred eighty (180) days. The Employer shall have the sole discretion to discipline or discharge such probationary employees and such actions during this period cannot be reviewed through the grievance procedure or otherwise affected by this agreement, provided, however, the Employer will not discharge a probationary employee for an illegal reason. The Employer shall, at its sole discretion, have the right to extend the probationary period for an additional one-hundred eighty (180) day period if the Employer determines that the probationary employee's job performance is inadequate or that the employee's conduct is not in accordance with the standards and requirements of the Lorain Metropolitan Housing Authority.

During the probationary period the Employer shall meet with the probationary employee at least three (3) times for the purpose of discussing the new employee's progress and performance and, if necessary, suggesting possible area(s) that may need improvement.

## **ARTICLE 6 UNION SECURITY AND CHECK OFF**

Section 1. As a condition of employment, all employees covered by this Agreement shall, thirty (30) days after the date of execution of this Agreement, or in the case of new or laid off employees, thirty (30) days after the date of hire or recall, become members of the Union and remain members of the Union, in good standing, during the term of this Agreement.

Section 2. The Employer will, within three (3) working days after the receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph.

Section 3. The Employer agrees to deduct from each member's earnings the Union dues, Union initiation fees and assessments, if any, each and every month after the employees first thirty (30) days. If an employee's pay for that period is insufficient to cover union dues, Employer will make a deduction from the pay earned during the next pay period on the basis of individually signed voluntary check-off authorization cards on a form furnished by the Union.

Section 4. It shall be a condition of continued employment that all employees of Employer covered by this Agreement who are not members of the Union shall pay a fair share fee equivalent to the Local Union's periodic dues and initiation fees. Employer shall deduct the fair share fee from the employee's earnings each and every month after the employee's first thirty (30) days from the first pay period of each month. However, if an employee's pay for that period is insufficient to cover the fair share fee, Employer will make a deduction from the pay earned during the next pay period.

Section 5. The amount of dues, initiation fees, assessments or fair share fees to be deducted from each employee shall be that amount as set by the Union. Each month Employer shall prepare and turn over to the Financial Secretary of the Union a list of the deductions showing the amount of dues, initiation fees, or fair share fees deducted and the period for which the deductions were collected. Any employee who was initiated during the dues collection period and began paying the fair share fee or an employee who has an irregular deduction for dues or the fair share fee shall be listed with an explanation. The list and the amount of dues, initiation fees or fair share fees collected shall be turned over to the Financial Secretary of the Union by the 15th day following the deduction.

Section 6. Any employee who does not conform with the provisions of the fair share fee as contained herein and in Section 4117.09(c) of the ORC., shall be discharged from employment within seven (7) days after Employer has been notified in writing by the Union of the employee's nonconformity.

Section 7. The Union shall indemnify, defend and save Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any information furnished under any provisions hereof.

## **ARTICLE 7**

### **NEGOTIATION PROCEDURE**

Section 1. Either the Union or the Employer may initiate negotiations by letter of submission to the other party no earlier than ninety (90) days prior to the expiration date of the Agreement. The first session for negotiations must be scheduled within ten (10) calendar days of receipt of

said letter. At any negotiating session, either party may be represented by no more than four (4) representatives.

Section 2. If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for mediation involvement, the other party shall not refuse to participate in mediation.

Section 3. The Employer and Union agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in O.R.C. Section 4117.14.

## **ARTICLE 8 SAVINGS CLAUSE**

Section 1. Should any governmental regulation prevent the immediate implementation of any terms of this Agreement, then such provision shall be implemented immediately upon any change or the ending of such governmental regulation, which will permit such implementation.

Section 2. Any provision of this Agreement which is held by a court of competent jurisdiction to be totally in violation of or contrary to municipal, state or federal acts, statutes, ordinances, regulations or orders or revisions thereof, now effective, or which may become effective during the term of this Agreement, shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement and its provisions shall remain in effect for the term of this Agreement.

## **ARTICLE 9 SENIORITY**

Section 1. Bargaining unit seniority shall be an employee's length of continuous service with the Lorain Metropolitan Housing Authority from the first date of actual work. New employees shall be considered as probationary employees for a minimum period of one-hundred eighty (180) days of employment, after which his/her seniority shall date back to his/her date of hire or rehire. Probationary employees shall not have seniority and may be laid off, discharged or otherwise terminated at the sole discretion of the Employer and such action shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 2. For purposes of bargaining unit seniority, part-time employees shall have their seniority pro-rated based upon hours worked. Employees who are on an Employer approved leave of absence shall accumulate seniority for the first year of the leave. After one (1) year of leave, the employee's seniority shall be frozen for the remainder of the leave.

Section 3. If two or more employees have identical bargaining unit seniority dates then seniority shall be determined by a coin toss.

Section 4. In the case of a reduction in personnel, employees having the least seniority in the affected classification shall be laid off first.

Section 5. Recalls will be in the reverse order of lay off.

Section 6. Whenever a bargaining unit position is created or permanent vacancy occurs that the Employer wants to fill, such vacancy shall be posted for five (5) working days by the time clocks where employees register their time. Employees with seniority may bid and are required to bid during the time of said posting or shall be considered to have waived their rights to such posted job. A lateral bid within a classification or to another zone will be awarded by seniority only. Should no one bid, management has the right to move the least senior employee.

Section 7. A promotional bid will be awarded by selection from the eligible bidders for placement on such jobs and said award shall be made on the basis of:

- A. skills, knowledge, ability; and
- B. ability to do the essential job skills.

Where factors (a) and (b) are determined by the Employer to be equal, seniority shall govern. An employee who exercises his/her bidding rights and is successful shall be ineligible to exercise his/her bidding rights for six (6) months.

Section 8. Seniority shall be broken (or terminated) when an employee:

- A. Quits or resigns;
- B. Is discharged for cause under the Disciplinary Article;
- C. Is laid off for a period of more than twelve (12) consecutive months, if the employee has less than five (5) years of continuous service with Employer; is laid off for a period of more than eighteen (18) consecutive months if the employee has five (5) or more years of continuous service with Employer;
- D. Is absent for three (3) or more consecutive working days without notice to the designated supervisor;
- E. Fails to report for work when recalled from layoff within ten (10) working days from the date on which the Employer sends the employee notice by certified mail to the employee's last known address as shown on Employer's records.

Section 9. A probationary employee hired after the effective date of this Agreement shall have his starting rate computed as follows:

First thirty (30) days of work:	75% of basic rate
Next thirty (30) days of work:	85% of basic rate

Next thirty (30) days of work:  
91st day of work and thereafter:

95% of basic rate  
100% of basic rate

## **ARTICLE 10 NO STRIKE/NO LOCK OUT**

Section 1. The Employer agrees there will be no lock out during the term of this Agreement.

Section 2. The Union agrees for itself, its agents, representatives and members that during the term of this Agreement neither it nor its members will directly or indirectly call, instigate, sanction, encourage, finance, participate in or assist in any strike, slow down, work stoppage, picketing, "call-ins", any failure to report to work or interference of any kind with the Employer's operations, deliveries and suppliers whether the same be in connection with a dispute between the Union and the Employer, or between the Union and any other union, or between the Union or any other union with any other employer, or between the Employer and any other union or organization or group of individuals.

## **ARTICLE 11 SUBSTANTIAL CHANGE IN JOB CONTENT**

Section 1. The Employer shall provide the Union with bargaining unit job descriptions. If there is a change in job descriptions, the Employer and the Union shall meet to discuss those changes within five (5) working days.

## **ARTICLE 12 DISCIPLINARY PROCEDURE**

Section 1. Members of the bargaining unit may be discharged, suspended and/or disciplined for cause under the following procedures:

### Step 1-Oral or Written Reprimand

Written or oral reprimand to the immediate supervisor, and if in writing to the personnel file and copy to the employee.

### Step 2-One Day Suspension

Penalty of one (1) day suspension with loss of pay may be given with the approval of the Executive Director. Copy of suspension to the immediate supervisor, personnel file and the employee.

### Step 3-Three Day Suspension

Penalty of three (3) days suspension with loss of pay may be given with the approval of the Executive Director. Written copy to the immediate supervisor, personnel file and to the employee.

### Step 4-Discharge from Employment

Discharge shall be by the Executive Director. Written copy to the immediate supervisor, personnel file and employee.

Section 2. Depending upon the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at the discretion of the Executive Director or his designee at any step.

Section 3. The Executive Director, or his designee, will impose discipline within ten (10) working days from the date management becomes aware of the violation. Provided the time to impose discipline shall be extended for such period as is necessary for management to conduct and complete a disciplinary investigation. Management will notify the union if it is conducting an investigation.

## **ARTICLE 13 GRIEVANCE PROCEDURE**

Section 1. A grievance is any matter concerning the interpretation, application or alleged violation of a specific and expressed written provision(s) of this Agreement between the Employer and the Union. If any such grievance arises there shall be no stoppage or suspension of work or concerted activity because of such grievance and it shall be settled in the following manner:

STEP 1: Within five (5) working days, after the events upon which the grievance is based, the grievance shall be reduced to writing and a meeting with the employee, (and if the employee, he/she desires) his/her steward, and his/her supervisor shall take place.

STEP 2: If the grievance is not settled at Step 1, within five (5) working days after the answer under Step 1, the grievance may be appealed to Step 2. Within three (3) working days of the Step 2 appeal the grievance will be taken up by the grievant, steward, the representative of the Union and representative of the Employer.

STEP 3: If the grievance is not settled at Step 2, the Union may, within twenty (20) calendar days after the answer under Step 2, unless extended by mutual written agreement, request arbitration by written notice to the Executive Director. If not submitted within twenty (20) days after the answer under Step 2 such grievance shall be considered as having been settled in accordance with such answer.

The parties shall attempt to agree upon an impartial arbitrator. But if they are unable to agree within seven (7) calendar days from the request for arbitration, the parties shall jointly request the American Arbitration Association (AAA) to submit a panel of seven (7) arbitrators and an arbitrator shall then be chosen in accordance with the AAA applicable rules. The fees and expenses of the arbitrator shall be borne equally by the parties.

Section 2. A steward shall be made available to service employee grievances. One steward shall be assigned by the Union for this purpose and the Union shall notify the Executive Director of the designated steward and/or "committeeman." Administration shall schedule a meeting when requested by a steward in accordance with Section 1 above.

Section 3. No grievance shall be submitted to arbitration without the approval of the Union.

Section 4. Verbal and written reprimands shall not be subject to arbitration under this Agreement.

Section 5. Powers of the Arbitrator

- A. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. The Arbitrator shall have no power to establish wage rates or to change wage rates.
- C. The Arbitrator shall have no power to decide any questions, which, under this Agreement, is solely within the responsibility of management to decide.
- D. The Arbitrator shall have no power to rule on any matter involving employee evaluation.
- E. The Arbitrator shall have no power to change any practice, policy, or rule of the Employer nor to substitute his judgment for that of the Employer as to reasonableness of any such practice, policy, rule, or any action taken by the Employer.
- F. The Arbitrator's powers shall be limited to deciding whether the Employer has violated the express language of this Agreement.

Section 6. Claims for improper payments or wages shall be limited to one hundred and eighty (180) days prior to the date of the written filed grievance.

## **ARTICLE 14 HOURS OF WORK AND OVERTIME**

Section 1. The standard work week for all bargaining unit employees shall be Sunday 12:00 a.m. through Saturday 11:59 p.m.

Section 2. Employees must use the swipe cards and time clocks provided by the employer. Writing in the time on the swipe cards is not permitted except when the employee is working in an area where the time clock is nonfunctional or not available. Swipe cards must be complete and initialed by a supervisor before being submitted for pay.

Section 3. No employee will clock in more than five (5) minutes before the start of his/her scheduled shift unless approved by the supervisor. No employee will clock out more than five (5) minutes after the end of his/her scheduled shift unless approved by the supervisor. "Unapproved overtime" will be paid in accordance with the rules of overtime. However, such acts will be subject to disciplinary action. This policy does not apply in cases of emergencies (e.g., fires, snow plowing, etc.) nor to the on-call person.

Section 4. Full-time maintenance and custodial employees are scheduled to work a forty (40) hour work week as determined by the employer. The employer shall establish the hours of work and/or change the hours of work to meet the operational needs of the Authority.

Section 5. Employer will schedule on-call employees from a pool of maintenance employees in each AMP for that specific AMP to respond to the priority calls on a weekly basis. Employees shall receive seventy-five dollars (\$75) per week in addition to their hourly earnings for being on-call. They shall respond during non-scheduled hours. Management reserves the right to modify the on-call system to meet the operational needs of the Authority. Changes to the on-call schedule must be made in advance with the approval of the supervisor, except in cases of emergency, in which case the employee must advise their supervisor of the change as soon as practicable.

Section 6. If bargaining unit employees do not respond to the on-call requests, the Authority can contract to secure the needed services.

Section 7. All bargaining unit employees shall be subject to call-out for emergency response to their assigned AMP or agency wide in the event of a catastrophic emergency, i.e. fire, flood or natural disaster.

Section 8. Bargaining unit employees shall be scheduled, as needed, to meet the operational needs of the employer. The employer shall be the sole judge of the necessity of overtime and the employees assigned. As much as possible, overtime shall be distributed on equal basis. An overtime sheet shall be posted at the various AMPs to aid in the process of equalization. If a bargaining unit employee is not available for overtime, the Authority can secure the services of an outside contractor.

Section 9. Overtime shall be computed and paid under the following formula:

- A. Time and one-half (1 ½) shall be paid for all hours worked after the bargaining unit employee has worked forty (40) hours. Employees utilizing a personal day, vacation day, or sick leave during a period of time in which they are in a scheduled "on call" status, shall be compensated at time and one-half (1 ½) for all "on call" hours worked.

- B. Holidays shall be counted as hours worked for the purpose of computing overtime. Employees that work on a holiday shall be paid one and one-half (1 ½x) their regular rate for the continuous time worked that extends to the next work day.

Section 10. A shift differential of fifteen cents (\$.15) per hour shall be paid when working on the second shift from 1:00 p.m. to 9:30 p.m.

## **ARTICLE 15 HEALTH AND SAFETY**

Section 1. The Employer shall be responsible for providing a safe work environment, including necessary training when and where required.

Section 2. The bargaining unit members and Employer must be responsible for the following:

- A. Knowing and using safe work procedures.
- B. Recognizing job hazards and taking the proper precautions to assure personal, as well as fellow employee and public safety.
- C. Informing the supervisor immediately of hazards, unsafe equipment and acts.
- D. Actively participating in safety programs and training.
- E. Immediately reporting accidents, injuries and near misses to appropriate supervisor.
- F. Reporting to work in a condition to be able to work safely.
- G. Implementing the Employer's Safety Plan.
- H. Attending all scheduled training sessions.
- I. If an employee is hurt on the job and is issued equipment to correct the problem or protect themselves from future injuries, and if the employee fails to utilize such equipment, then the employee will be subject to disciplinary action.
- J. If an employee has a disability and equipment is issued to accommodate them so that they can perform the essential duties of the job, and if the employee fails to utilize such equipment, then the employee will be subject to disciplinary action.

## **ARTICLE 16 MILITARY LEAVE**

An employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia or other reserve component of the Armed Forces of the United States, is entitled to a leave of

absence from his/her respective duties without loss of pay for the time that the employee is performing service in the uniformed services for period of up to thirty-one (31) days for the calendar year in which the employee is performing services in the uniformed services.

As used herein "calendar year" means the beginning of the first day of January and ending on the last day of December. A "month" means twenty-two (22) seven and one-half (7 ½) work days or one hundred sixty-five (165) hours within one calendar year. Except as otherwise provided herein, any bargaining unit member who is entitled to longer than a month, for each calendar year in which the employee performed services in the uniformed services, because of executive order issued by the President of the United States or an Act of Congress is entitled, during the period of absence, the *lesser* of the following:

1. The difference between the gross monthly wage or salary as an employee and the sum of the gross uniform pay and allowances (military pay) received that month.
2. Five hundred dollars (\$500).

No bargaining unit member shall receive payment under paragraph 1 or 2 if the sum of the employee's uniform pay and allowances received in a pay period exceeds the employee's gross wage or salary for that period. While a part-time bargaining unit member is eligible for a military leave of absence, a part-time bargaining unit member does not qualify for military leave compensation.

Each employee who is entitled to leave provided under this article shall submit to the Executive Director a copy of the order authorizing the call-up order to the uniformed services or a written statement from the appropriate military commander authorizing that services, prior to the approval of leave.

The employee shall further be entitled to a continuation of health insurance under COBRA during the period of such leave unless comparable insurance is provided by the military health plan.

Upon expiration of such leave of absence, an employee will be restored to the employee's former position with seniority, status and pay, unless the circumstances of the Housing Authority have so changed as to deem this an impossibility, provided:

1. Application for re-employment is made within ninety (90) days after termination from active military service.
2. The bargaining unit member presents a certificate of satisfactory completion of service (Honorable Discharge).
3. The employee's period of active duty does not exceed four (4) years.

The Executive Director shall be notified at least two (2) weeks prior to requesting military leave, unless such leave is an emergency or unforeseeable.

A bargaining unit member is not eligible for military compensation for weekend training.

This article shall be amended to conform to changes in either federal or state law regarding military leave.

## **ARTICLE 17 FUNERAL LEAVE**

Section 1. Employees will be granted a leave from work with pay in the event of the death of a members of the immediate family.

“Immediate family” is defined as an employee's spouse, child, step-child, grandchild, parents, grandparents, brother, sister, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, or legal guardian.

A. If the funeral is within the State of Ohio - three (3) working days.

B. If the funeral is outside the State of Ohio - five (5) working days.

Section 2. Employees should notify their immediate supervisor as soon as possible of their intent to take funeral leave.

## **ARTICLE 18 PERSONAL LEAVE**

Section 1. Bargaining unit employees who have completed at least one (1) year of service as defined in the “Vacation” Article shall be entitled to up to two (2) days of personal leave at the sole discretion of the Employer.

Section 2. Bargaining Unit employees with an excused absence and accrued vacation, personal, or sick time shall use some form of the accrued time for the days absent.

Section 3. Employees that experience an emergency such as fire, family crisis or theft, that prevents them from reporting to work shall, at the discretion of the Employer, be permitted to take personal leave, vacation day(s) (as provided for in Article 23, Section 5 – Vacation Leave, Emergency Vacation Leave) or sick leave (if available). The approval or non-approval of the leave is dependent upon the employee submitting verifiable information or documentation corroborating the emergency. If the employee has no accrued time in any category, the leave, if approved by the Employer, shall be unpaid.

## **ARTICLE 19 TRAINING LEAVE**

Section 1. Training Leaves of Absence may be granted to full-time employees who have completed their probationary period. Training leaves are granted with pay for a period not to exceed five (5) work days per year. The purpose of a training leave is to afford the employee the opportunity to get additional education or training that would enhance their employment with Employer. Request for training leaves must be submitted, in writing, and approved by the Executive Director/designee at least thirty (30) days before the leave.

## **ARTICLE 20 SICK LEAVE**

Section 1. Sick leave shall be defined as an absence with pay necessitated by:

- A. illness or injury to the employee, spouse and children, provided the children reside in the employee's residence.
- B. exposure by the employee to a contagious disease communicable to other employees; and/or
- C. serious illness or injury in the employee's immediate family, which shall be defined as mother, father, brother and sister, provided that the immediate family member resides in the employee's residence.

Section 2. All bargaining unit employees shall earn and accrue sick leave at the rate of 4.6 hours for every eighty (80) hours worked, excluding overtime, and may accumulate such sick leave hours to an unlimited amount.

Section 3. An employee who is absent on sick leave shall follow the call-in procedure outlined in Article 33 – Call-in Procedure in Case of Absence. The employee is responsible for establishing a report-in schedule that is acceptable to the supervisor for the anticipated duration of the absence. If an acceptable schedule is not established, the employee will notify the agency every day according to the call-in procedure. Failure to notify the Employer in accordance with the provisions of this paragraph shall result in the employee forfeiting any right to pay for the day, and may subject the employee to disciplinary action in accordance with Article 12 – Disciplinary Procedure of this agreement.

Section 4. Sick leave may be used in a minimum of segments of one (1) hour.

Section 5. Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to it, or may require the employee to be examined by a physician designated by the Employer and paid by it. In the event an employee is absent for more than three (3) consecutive days or forty (40) hours in any six (6) month period, a physician's report may be required at the Employer's option to be eligible for paid sick leave.

Section 6. If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that such proof as is submitted or upon the report of medical examination, the Employer finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave shall be considered an unauthorized and unexcused leave and shall be without pay.

Section 7. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Employer.

Section 8. Sick leave benefits shall be calculated based on the employee's base pay at the time of absence and shall not include any special forms of compensation, such as overtime pay.

Section 9. Subject to the following conditions, if qualified, each full-time employee shall be paid the value of his accrued but unused sick leave credit, up to a maximum of one-half (½) of nine hundred and sixty (960) hours accrued while an employee of Employer, at the time of the employee's (a) retirement, (b) layoff, (c) permanent and total disability which commences while such employee is a full-time employee, or (d) death which occurs while such employee is a full-time employee. For purposes of this Article, full-time shall be defined as scheduled for eight (8) hours of work per day.

This accrued but unused sick leave credit shall only be paid upon retirement, layoff, total and permanent disability or death of such full-time employee, while a full-time employee, if such employee meets one of the following conditions:

- A. Minimum age of sixty-five (65) and minimum ten (10) years of full-time employment with Employer.
- B. Minimum age of sixty (60) and minimum of fifteen (15) years of full-time employment with Employer.
- C. Minimum age of fifty-five (55) and minimum of twenty (20) years of full-time employment with Employer.
- D. Minimum age of fifty (50) and minimum of twenty-five (25) years of full-time employment with Employer.

Payment for accrued but unused sick leave credit shall be computed at the employee's rate of pay at the time of retirement, layoff, or permanent and total disability, which commenced while such employee is a full-time employee, or death which occurs while such employee is a full-time employee.

Section 10. An employee who is terminated for just cause, or resigns after service of a notice of Disciplinary Action, or does not give a two-week notice, shall not be compensated for his unused sick leave regardless of length of service.

Section 11. If an employee has five hundred and forty (540) or more sick leave hours then the employee may at the employee's next anniversary date choose to immediately convert one hundred and twenty (120) sick leave hours to seven and one-half (7 ½) personal days. If an employee has at least four hundred and twenty (420) sick leave hours but less than five hundred and forty (540) sick leave hours, then the employee may choose at the employee's next anniversary date to accrue over the next year seven and one-half (7 ½) personal days in lieu of fifteen (15) sick days which can be used upon accrual. If an employee exceeds the five hundred and forty hour (540) threshold and that employee chooses to convert sick leave hours for personal hours the employee must convert all one hundred and twenty (120) hours and not a portion thereof.

Section 12. The Employer's Family and Medical Leave Act (FMLA) policy shall apply to the bargaining unit members.

## **ARTICLE 21 MEDICAL/MATERNITY LEAVE**

Section 1. An employee must apply, in writing, on forms to be provided by Employer for a medical/maternity leave without pay. The request must be accompanied by a licensed physician's statement indicating the prognosis and an expected date of return. The Executive Director or designee must approve medical/maternity leaves of absence. Employer reserves the right to require a physical examination by a designated licensed physician of their own choosing if there is a question regarding an employee's ability to start or remain on medical/maternity leave. In such instances, Employer will assume the cost of the physician.

Section 2. Medical/maternity leaves without pay will be approved for up to six (6) months. For disabilities extending beyond six (6) months, the employee should apply for social security, Medicare or other disability coverage.

Section 3. An employee returning from medical/maternity leave must provide a written release from his/her licensed physician authorizing their return to assigned duties. Said employee will be assigned to the position which he/she formerly occupied or to a similar position if his/her former position no longer exists.

## **ARTICLE 22 HOLIDAYS**

Full-time employees shall be entitled to eleven (11) paid holidays, as follows:

New Year's Day	Labor Day
Dr. Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Day after Christmas
Independence Day	

Section 2. If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, Employer will select either the preceding Friday or following Monday to observe the holiday.

Section 3. Employees working on the date of observance of a holiday will receive time and one-half (1 ½) for all hours worked on the holiday, in addition to eight (8) hours holiday pay.

Section 4. To be eligible to be paid for a holiday listed above, the employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday.

Section 5. Any sick time used due to a scheduled major medical procedure will be considered a scheduled day worked as it pertains to the requirement for the day worked before and the day worked after a holiday.

Section 6. If an employee works at least four (4) hours the day before and the day after the holiday, the employee will receive holiday pay.

## **ARTICLE 23 VACATION LEAVE**

Section 1. All employees will be eligible for vacation after completing one year of service with Employer. An employee's anniversary date shall be their date of hire.

Section 2. Accrual of vacation is based upon years of service time in a bargaining unit position. Service time as a seasonal, substitute or any other non-bargaining unit position will not count toward vacation accrual. Service time to part-time employees is prorated to actual hours worked and 1 year of service shall be equal to 2080 hours of work.

Years of Service	Amount of Vacation Time (Weeks)	Hours Earned Per 80 Hours Worked
1 to 7	2	3.08
8 to 13	3	4.616
14 to 20	4	6.16
21 or more	5	7.696

Hours worked in excess of eighty (80) hours per paid period will not be counted in determining hours of accrued vacation leave. Vacation leave will not accrue during intervals of non-paid employment, i.e. unpaid sick leave, etc. Vacation leave is to be utilized in four (4) hour increments. Vacation leave shall be scheduled at least 15 days in advance and requested in writing.

Section 3. Upon termination of employment, an employee (or in case of death, the employee's estate) shall be compensated for his unused vacation leave earned up to the date of termination. In no event shall accumulation exceed one year of accrued vacation time.

Section 4. When an emergency exists, in the sole and exclusive opinion of the Employer, all leaves, including vacations, may be canceled.

Section 5. Emergency Vacation Leave

A bargaining unit employee may use vacation time, up to a limit of three (3) days annually, for emergency purposes. An emergency situation is one in which the employee has no control and

requires immediate attention. Notice of such emergency or urgent personal business shall be given as many days in advance as possible.

The approval or non-approval of the use of emergency vacation leave, as provided for herein, is dependent upon the employee submitting verifiable information or documentation corroborating the emergency situation.

Examples of reasons for emergency leave are:

- A. Death, other than employee's immediate family;
- B. Serious accidents or illness in the employee's immediate family living in the employee's household, if the employee has no accumulated sick leave;
- C. Fire, explosion, or calamity at the employee's residence;
- D. Employee's automobile breakdown.

## **ARTICLE 24 UNIFORM AND SHOES**

Section 1. The Employer shall determine and provide uniforms, at no cost to the bargaining unit members. This uniform, and no other, shall be worn by bargaining unit members during working hours. The Employer shall also provide at no cost each employee a winter work coat once during the term of this agreement. Uniforms shall not be worn during non-working hours except for casual purchasing stops while commuting to and from work. It is the responsibility of the employee to launder their uniforms and maintain them in good condition. Employees shall return to the Employer all uniforms when leaving employment or when issued new uniforms.

Section 2. The Employer shall reimburse, upon documentation by receipt, up to One Hundred Twenty-Five Dollars (\$125.00) per employee for the purpose of work shoes, each year of this agreement. The Employer shall specify the type of work shoe(s) to be worn by the employees.

## **ARTICLE 25 TRAVEL EXPENSES**

Section 1. Employees using their privately owned vehicles will be reimbursed for mileage related to the furtherance of Employer business. The rate of reimbursement per mile will be whatever is in compliance with I.R.S. Code. Applications for reimbursement should be submitted monthly for all mileage incurred during the previous month.

Section 2. All out-of-state travel must be approved, in advance, by the Employer Board of Commissioners. Upon approval, Employer shall advance travel monies to the employee in

anticipation of expenses to be incurred. Upon return, the employee must complete and submit a travel expense form. Travel expenses are to be reasonable and should be accompanied by appropriate receipts.

## **ARTICLE 26 SEVERANCE PAY**

Section 1. If and when it becomes necessary for Employer to terminate the employment of an employee due to job elimination, severance pay will be granted accordingly:

<u>Years of Service</u>	<u>Amount</u>
Zero (0) to one (1)	No severance pay
Over one (1) to ten (10)	One weeks pay for each year
Over ten (10)	Two weeks pay for each year

## **ARTICLE 27 HEALTH CARE INSURANCE**

Section 1. The Employer shall continue to provide hospitalization and major medical insurance coverage to all full time employees during the term of this agreement, subject to the following:

1. The Employer shall pay ninety-five percent (95%) of the cost of the health and dental insurance and the employee shall pay five percent (5%) of the cost of the health and dental insurance. The employee cost shall be capped at twelve percent (12%) of the July 1, 2013 health and dental insurance rates.
2. If, during the term of this agreement, the annual renewal cost for health and dental insurance increases by ten percent (10%) or more over the rates of the previous year, then the Employer may raise the employee contribution from five percent (5%) to ten percent (10%) of the cost of the health and dental insurance. In the event the employee contribution increases to 10% of the cost of the health and dental insurance as provided above, the employee cost shall remain capped at twelve percent (12%) of the July 1, 2013 health and dental insurance rates.
3. If, during the term of this agreement, the cost for the hospitalization and major medical insurance coverage exceeds, on a pro rata basis, the employee's maximum co-pay contribution, then in that event, the Employer can modify the plan so that the cost of same falls within the employee's maximum co-pay contribution.

Section 2. The Employer shall continue the group life insurance coverage as existing on the effective date of this Agreement to full-time employees, or provide equivalent coverage at no cost to the employees.

## **ARTICLE 28 RETIREMENT**

Section 1. Unless exempted by law, all members of the Bargaining Unit are required to participate in the Public Employees Retirement System of Ohio (PERS) and will be governed by the rules and regulations of that system.

## **ARTICLE 29 GENERAL PROVISIONS**

Section 1. It is the duty of each employee to keep the Employer advised of his proper address and telephone number. To prevent misunderstanding, Employer will maintain an address file in the main office and each employee is responsible for his own record and shall personally see to its correctness. Employer shall be entitled to rely on the address shown on its records.

Section 2. Employer will provide the Union with a bulletin board by the time clocks where employees register their time for the purpose of posting notification of union meetings and other business of a non-controversial character.

Section 3. Proper safety equipment shall be provided and the Employer agrees to make a study of all recommendations concerning the subject of safety which is presented in writing by the shop steward.

Section 4. Adequate first aid equipment shall be maintained and whenever possible, shall be in charge of employees trained in administering first aid. Employer will use every precaution to provide against hazardous conditions and will supply such equipment as is necessary to provide safety for employees in the pursuit of their duties.

Section 5. In specialty areas, where certification or specific training is either required or judged to be a significant benefit to the Housing Authority, Employer will pay for the cost of the training. All such expenses must be approved, in advance, by the Executive Director.

Section 6. Bargaining unit employees shall have the right to review his/her personnel file during regular business hours of the respective repository. Said employee shall have the right to make duplicate copies for his/her own use. No records, reports, investigation, evaluations or similar data belonging in the Personnel File or Medical File shall be hidden from an employee's review. Said employee shall have the right to insert in his/her personnel file a written refutation of any material he/she considers to be detrimental.

Section 7. All reprimands shall cease to have effect upon further disciplinary procedures after twenty-four (24) months, all records of the infraction shall be removed from the employee's file except that attendance and safety records may be used to establish a continuing pattern for a

period of thirty-six (36) months. Drug Free Work Place policy violations shall remain in the personnel file for the duration of employment.

Section 8. The career ladder for classifications and the placement of employees in the respective classifications areas set forth in Schedule D attached hereto.

Section 9. A temporary transfer shall not exceed sixty (60) calendar days within a fiscal year. The employee, after sixty (60) calendar days can exercise his job classification seniority and return to his normal job and a junior employee shall be temporarily assigned the temporary job provided he has the ability to perform the work. The employee shall be given a written notice of said transfer if the work assignment exceeds one work week. The employer, as per Article 4, Section 1 of the Agreement, retains the right to direct, supervise, transfer, assign, consolidate, evaluate, schedule hours/shifts or hire employees. In the event of an operational need such as illness, vacation, suspension or other good cause that would require an extension of the temporary assignment, beyond sixty (60) days, it may be extended by the Employer after discussion (not negotiation) with the Union.

Section 10. An employee approved for a temporary transfer to a job that pays a higher rate than the employee's current classification, shall receive the higher rate of pay provided the transfer lasts for a minimum of more than four (4) hours during a single eight (8) hour shift.

An employee temporarily transferred to the position above the Skilled Maintenance classification shall receive twenty cents (\$.20) more per hour than the current Skilled Maintenance hourly pay rate.

Section 11. Any employee assigned by the Employer to asbestos abatement work will receive additional compensation for said abatement work. Their compensation will be three dollars (\$3.00) per hour added to their regular hourly wage for all asbestos abatement work performed.

## **ARTICLE 30 SAFETY GLASSES**

Section 1. If an employee purchases prescription safety glasses, the Employer will reimburse the employee a maximum of two hundred fifty (\$250.00) upon proof of purchase.

## **ARTICLE 31 VEHICLE POLICY**

Failure of the employee to maintain a valid State of Ohio driver's license and/or to remain insurable by LMHA's vehicle insurance policy will, unless LMHA can reasonably accommodate the employee's inability to drive while at work, result in administrative action removing the employee from the position and placed on an unpaid leave of absence for a maximum of three years. If an employee's driver's license is suspended or revoked for longer than three years and/or the employee is unable to be insured under LMHA's vehicle insurance policy for a period of three years or more then in such event the employee shall be terminated.

## **ARTICLE 32 WAGES**

Section 1. In settlement of wages for the year commencing July 1, 2013 through June 30, 2014, employees shall be awarded a three percent (3%) wage increase as reflected on Schedule A which is appended hereto.

Section 2. In settlement of wages for the year commencing July 1, 2014 through June 30, 2015, employees shall be awarded a three percent (3%) wage increase as reflected on Schedule B which is appended hereto.

Section 3. In settlement of wages for the year commencing July 1, 2015 through June 30, 2016, employees shall be awarded a three percent (3%) wage increase as reflected on Schedule C which is appended hereto.

Section 4. Any employee making more than the hourly rate for their respective classification will receive a seven hundred fifty dollars (\$750.00) yearly increase payable bi-weekly until their classification catches up.

## **ARTICLE 33 CALL-IN PROCEDURE IN CASE OF ABSENCE**

Section 1. A bargaining unit employee who is unable to work shall report off work to the payroll clerk at Central Office Cost Center by calling (440) 288-7473, at least one-half (1/2) hour prior to the start of the scheduled shift. The employee shall also call their immediate supervisor, or if unavailable, the management office of their assigned site. .

Section 2. It is necessary to call in each day of the absence unless the employee, in the initial call, stated he/she would be absent three (3) or more days. However, if a holiday or weekend intervenes, the employee must report off again on Monday or the day after the holiday.

Section 3. If an employee is absent from work and does not call in as described above within the specified thirty (30) minutes, such absence may be considered an unexcused absence and he/she may forfeit sick pay for all the time during which he/she was absent from work. Failure to comply can result in the administration of discipline in accordance with Article 12 – Disciplinary Procedure of this agreement. Unexcused absences will be unpaid and the employee will be disciplined, up to and including termination of employment.

Section 4. The employee shall keep their immediate supervisor informed by phone of the probable duration of the illness, and the probable date of his/her return to work.

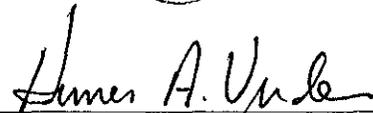
**ARTICLE 34  
DURATION**

Section 1. This Contract represents a complete and final understanding on all bargainable issues between the Lorain Metropolitan Housing Authority (Employer) and the International Union of Operating Engineers Local 18S and it shall be effective as of July 1, 2013, and remain in full force and effect through June 30, 2016.

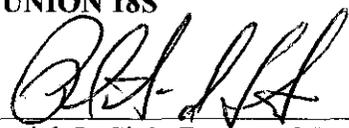
Section 2. IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be duly executed on this 31<sup>st</sup> day of August, 2013.

**LORAIN METROPOLITAN  
HOUSING AUTHORITY**

By:   
Chairman of the Board

And:   
Homer A. Virden, Executive Director

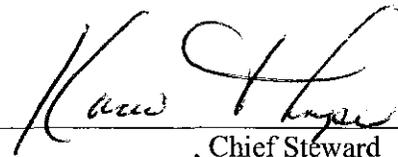
**INTERNATIONAL UNION OF  
OPERATING ENGINEERS AFL-CIO  
LOCAL UNION 18S**

By:   
Patrick L. Sink, Business Manager

And:   
Richard E. Dalton, President

And:   
Gary Siesel, Recording/  
Correspondence Secretary

And:   
Scott B. Peters, District Representative

And:   
Chief Steward

**SCHEDULE A**  
**JULY 1, 2013 – JUNE 30, 2014**

<b>POSITION</b>	<b>RATE</b>
<b>Skilled Maintenance</b>	<b>\$23.81 per hour</b>
<b>Head Maintenance</b>	<b>\$23.44 per hour</b>
<b>Team Leader</b>	<b>\$20.84 per hour</b>
<b>Maintenance</b>	<b>\$19.77 per hour</b>
<b>Custodial</b>	<b>\$15.86 per hour</b>
<b>Maintenance/Locksmith</b>	<b>\$21.18 per hour</b>
<b>Maintenance Technician</b>	<b>\$21.98 per hour</b>

**SCHEDULE B**  
**JULY 1, 2014 – JUNE 30, 2015**

<b>POSITION</b>	<b>RATE</b>
<b>Skilled Maintenance</b>	<b>\$24.52 per hour</b>
<b>Head Maintenance</b>	<b>\$24.14 per hour</b>
<b>Team Leader</b>	<b>\$21.47 per hour</b>
<b>Maintenance</b>	<b>\$20.36 per hour</b>
<b>Custodial</b>	<b>\$16.34 per hour</b>
<b>Maintenance/Locksmith</b>	<b>\$21.82 per hour</b>
<b>Maintenance Technician</b>	<b>\$22.64 per hour</b>

**SCHEDULE C**  
**JULY 1, 2015 – JUNE 30, 2016**

<b>POSITION</b>	<b>RATE</b>
<b>Skilled Maintenance</b>	<b>\$25.26 per hour</b>
<b>Head Maintenance</b>	<b>\$24.86 per hour</b>
<b>Team Leader</b>	<b>\$22.11 per hour</b>
<b>Maintenance</b>	<b>\$20.97 per hour</b>
<b>Custodial</b>	<b>\$16.83 per hour</b>
<b>Maintenance/Locksmith</b>	<b>\$22.47 per hour</b>
<b>Maintenance Technician</b>	<b>\$23.32 per hour</b>

## SCHEDULE D

### LORAIN METROPOLITAN HOUSING AUTHORITY MAINTENANCE CAREER LADDER

- Custodial** - Entry level position
- Maintenance** - Broad knowledge base. Able to perform variety of site maintenance duties
- Team Leader** - Serve as chief maintenance person at PHA facilities. Some supervisory responsibilities. Broad knowledge base.
- Head Maintenance** - First line supervisory position and/or mastery of one of the building trades. Ability to plan work and provide training to staff.

**Skilled Maintenance** -

**Summary:** Possesses at least one skilled trade to maintain and repair various building systems throughout the Housing Authority properties, working out of the Central Office Cost Center (COCC).

**Essential Duties and Responsibilities include the following.** Other duties may be assigned. Performs repairs and skilled maintenance tasks at the COCC and on a fee for service basis at the AMPs, utilizing a skilled building trade.

Completes written work orders or verbal instructions from supervisor.

Completes detailed daily, weekly and/or monthly logs of work performed at the AMP sites and COCC for proper invoicing of AMPs.

Schedules repairs/services based on priorities.

Prepares cost estimates for projects and repairs.

Maintains inventory of supplies; orders new equipment.

Operates snow removal equipment at COCC.

Participates in the on-call rotation for AMP 5 maintenance staff and the COCC.

Provides assistance in building maintenance at AMPs, as directed.

Responds to emergency requests, on a 24-hour basis, as required.

**Qualifications:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience:** One year college or technical school in skilled trade; Two years minimum experience in skilled trade.

**Certifications and/or Licenses:** Must possess and maintain a valid Ohio driver's license and be insurable with LMHA's vehicle insurance carrier.

New employees must agree to and be able to pass a physical, drug screen, background check and motor vehicle check.

Must possess high degree of skill in a specialized building trade (e.g. electrician, plumber, etc.).

Must possess and maintain necessary licenses and certifications.

**Language Skills:** Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively with employees of organization.

**Mathematical Skills:** Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

**Other Skills:** Able to work within the constraints of LMHA policies and HUD regulations. Thorough knowledge of building codes related to the skilled trade in which licensed/certified. Able to function independently under general policy guidelines and be self-motivated. Ability to work with and serve a diverse population

**Physical Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl and taste or smell.

The employee must regularly lift and/or move up to 10 pounds, frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception and ability to adjust focus.

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles and toxic or caustic chemicals. The employee is occasionally exposed to moving mechanical parts; outside weather conditions; risk of electrical shock and vibration. The noise level in the work environment is usually moderate.

**Lorain Metropolitan Housing Authority is an Equal Opportunity Employer. In compliance with the American's with Disabilities Act, the Housing Authority will provide reasonable accommodations to qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the employer.**

#### **Maintenance/Locksmith -**

**Summary** Maintains and repairs physical structures of buildings and maintains grounds by performing the following duties. Also manages/oversees the system of locks and keys for all units, offices, common areas, etc. throughout the Housing Authority.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

Completes written Work Orders or verbal instructions from Supervisor.

Cuts grass and trims weeds on organization's property

Digs flower beds and plants flowers

Constructs decorative flower garden borders from wood.

Cleans internal areas of buildings including buffing, dusting, sweeping and mopping.

Washes windows.

Empties trash cans and consolidates trash for weekly pickup.

Paints interior and exterior walls and trim.

Operates backhoe to dig trenches for water and sewer pipe, when trained.

Repairs parking lot and sidewalks with asphalt, cold patching materials and concrete.

Operates snow removal equipment to maintain parking lots and sidewalks.

Maintains and repairs building's plumbing and electrical systems, including replacing worn or defective parts such as switches and fuses.

Repairs or replaces building brick, stone and concrete.

Maintains and repairs wooden parts of buildings.

Replaces work or damaged parts such as hoses, wiring and belts, in machines and equipment such as a truck, street sweeper and riding mower.

Assists with moving furniture and unloading and storing supplies.

Responds to emergency calls.

*Work location is based out of the COCC.*

*Manages system of locks and keys for all units, offices, common areas, etc. throughout the Housing Authority.*

*Repairs locks, doors, closers and related hardware.*

*Cuts new or replacement keys.*

*Performs lock changes for move outs or for entire properties, when needed.*

*Oversees/tracks keys distributed to employees and contractors.*

*Performs employee key audits when directed by management.*

*Manages/oversees all other entry systems, such as door fobs, keypads, etc.*

**Supervisory Responsibilities:** As delegated by the Supervisor

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience:** One year certificate from college or technical school; or three to six months related experience and/or training or equivalent combination of education and experience.

**Language Skills:** Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively to the tenants of LMHA and the general public.

**Mathematical Skills:** Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals. Ability to compute rate, ratio and percentage. Able to draw and interpret bar graphs.

**Reasoning Ability:** Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**Certificates, Licenses, Registrations:** Valid State of Ohio driver's license, unless exempted by the Director.

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand, walk, sit; use hands to finger, handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch or crawl and talk or hear. The employee must frequently lift and/or move up to fifty (50) pounds and occasionally lift and/or move up to twenty-five (25) pounds.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of the Maintenance job, the employee is frequently exposed to wet and/or humid conditions; moving mechanical parts; high precarious places; fumes or airborne particles; toxic or caustic chemicals and outside weather conditions. The employee is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually moderate.

**The Lorain Metropolitan Housing Authority is an Equal Opportunity Employer. In compliance with the American's with Disabilities Act, the Housing Authority will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.**

### **Maintenance/Technician**

**Summary:** Maintains and repairs physical structures of buildings and maintains grounds by performing the following duties at Harr and/or International Plazas only.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

Completes written work orders or verbal instructions from Supervisor.

Cuts grass and trims weeds on organization's property.

Digs flower beds and plants flowers.

Constructs decorative flower garden borders from wood.

Cleans internal areas of buildings including buffing, dusting, sweeping and mopping.

Washes windows.

Empties trash cans and consolidates trash for weekly pick up.

Paints interior and exterior walls and trim.

Operates backhoe to dig trenches for water and sewer pipe, when trained.

Repairs parking lot and sidewalks with asphalt, cold patching materials and concrete.

Operates snow removal equipment to maintain parking lots and sidewalks.

Maintains and repairs buildings' plumbing and electrical systems, including replacing worn or defective parts such as switches and fuses.

Repairs or replaces building brick, stone and concrete.

Maintains and repairs wooden parts of buildings.

Replaces work or damaged parts such as hoses, wiring and belts in machines and equipment such as a truck, street sweeper and riding mower.

Assists with moving furniture and unloading and storing supplies.

Responds to emergency calls.

Reports directly to and discusses with the LCEHC Project Manager the planned, daily maintenance activities

*Manages inventory control system of maintenance and janitorial supplies at inventory points within LCEHC buildings.*

*Requests/reorders materials and services necessary for the LCEHC by submitting requisitions to the LCEHC Project Manager for approval.*

*Ensures contracted services are received and initials invoices as documentation of such. Submits invoices/slips to LCEHC Project Manager for approval for payment.*

*Ensures that all documentation is completed thoroughly, accurately and in a timely manner, including unit and project work orders, inspections of systems, preventative maintenance annual/semi-annual inspections, etc.*

*Conducts move-out inspections of vacated apartments on a timely basis. Estimates cost of labor and materials and assesses amounts to be charged to vacated tenant. When assigned by the LCEHC Project Manager, conducts move-in inspection to approve work of vacant unit contractors and ensure that completed work conforms to LMHA's quality standards. Reviews daily activities of contractors involved in refurbishment of vacant units. Inspects work to ensure workmanship conforms to specifications and adherence of refurbishment schedules. Coordinate with other AMP or COCC staff to schedule/complete work whenever the assistance of other is required*

**Supervisory Responsibilities:** As delegated by the Supervisor

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience:** One year certificate from college or technical school; or three to six months related experience and/or training or equivalent combination of education and experience.

**Language Skills:** Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively to the tenants or employees of LMHA and the general public.

**Mathematical Skills:** Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio and percentage. Able to draw and interpret bar graphs.

**Reasoning Ability:** Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

**Computer Skills:** Basic computer skills, including ability to use Microsoft Outlook and LMHA software programs effectively and efficiently.

**Physical Demands** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

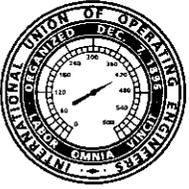
While performing the duties of this job, the employee is frequently required to stand, walk, sit; use hands to finger, handle or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch or crawl and talk or hear. The employee must frequently lift and/or move up to fifty (50) pounds and occasionally lift and/or move up to twenty-five (25) pounds.

**Work Environment** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of the Maintenance Technician job, the employee is frequently exposed to wet and/or humid conditions; moving mechanical parts; high precarious places; fumes or airborne particles; toxic or caustic chemicals and outside weather conditions. The employee is occasionally exposed to risk of electrical shock. The noise level in the work environment is usually moderate.

**The Lorain Metropolitan Housing Authority is an Equal Opportunity Employer. In compliance with the American's with Disabilities Act, the Housing Authority will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.**



# International Union of Operating Engineers

LOCAL 18 AND ITS BRANCHES • SERVING OHIO

THIRTY-FIVE FIFTEEN PROSPECT AVENUE • CLEVELAND, OHIO 44115

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Local 18S

STATE EMPLOYMENT  
RELATIONS BOARD

2013 NOV 22 P 4: 15

November 21, 2013

State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

Dear Sirs:

Enclosed you will find a signed copy of the new Agreement between Local Union 18S, Cleveland, Ohio and **Lorain Metropolitan Housing Authority**.

This copy filed in accordance with Ohio State Employment Relations Board Rules 4117-1-01 through 4117-25-02.

Sincerely yours,

Scott B. Peters  
District Representative

SBP/pjn  
Enclosure(s)

