



09-21-16
13-MED-07-0851
1429-01
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AGREEMENT

BETWEEN

**LUCAS METROPOLITAN
HOUSING AUTHORITY**

AND

**LOCAL #2916, COUNCIL 8,
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

2013-MED-07-0851

Effective Date:

December 1, 2013 to December 1, 2016

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PREAMBLE

This Agreement entered into by the Lucas Metropolitan Housing Authority, hereinafter referred to as the Employer, and Local #2916, Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the establishment of a procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment. This recognition shall be for all employees in the following classifications:

Accountant-Accounts Payable	Heating/Cooling Technician
Accountant-Accounts Receivable	Heating Maintenance Engineer
Accountant-Payroll Clerk	Housing Specialist
Accounting Clerk	H.V.A.C./R. Mechanic I
Accounting Specialist	H.V.A.C./R. Technician
Application Technician	Inspection Technician
Architectural Representative	Inspector
Certification Specialist	Intake and Placement Specialist
CETA	Janitor
Chore Service Worker	Laborer
Clerical Specialist	Landscape Planner
Clerk Aide	Maintenance Mechanic I
Clerk Steno	Maintenance Mechanic II
Clerk Receptionist	Maintenance Mechanic III
Clerk Typist	Management Aide
Computer Programmer I	Management Secretary
Computer Programmer II	Management Secretary I
Data Entry Clerk	Management Secretary II
Data Processing Operator	Mental Health Housing Specialist
Dispatcher	Network Support Technician I
Economic Development Specialist	Network Support Technician II
Equipment Repair Technician	Occupancy Technician
FSS Specialist	Permanent Part Time Employees
Family Service Representative	PIC
Family Support Case Manager	Program Assistant
Grants Support Specialist	Program Clerk Steno
Programmer Trainee	Resident Initiatives Specialist
Project Representative	Section 8 Contract Specialist
Project Representative-Residential	Senior Service Representative

Purchasing Agent	Service Coordination Specialist
Recertification Technician	Stock Clerk
Relocation Assistant	Supply Clerk
Relocation/Occupancy Assistant	Supportive Services Specialist
Relocation Specialist	Technical Assistant
Renovation Specialist	Youth Activities Assistant (P/T)
Residential Specialist	Youth Activities Specialist

The parties agree that some of the classifications herein are not being utilized. Said positions and duties therein shall remain in the bargaining unit, when reutilized by the Employer. These positions are:

Accountant-Accounts Payable	Management Secretary I
Accountant-Accounts Receivable	Management Secretary II
Accountant-Payroll Clerk	Mental Health Housing Specialist
Accounting Clerk	Network Support Technician I
Application Technician	Occupancy Technician
Architectural Representative	Permanent Part-time Employees
Certification Specialist	PIC
CETA	Program Assistant
Chore Service Worker	Program Clerk Steno
Clerk Steno	Programmer Trainee
Clerk Typist	Project Representative
Computer Programmer I	Project Representative – Residential
Computer Programmer II	Purchasing Agent
Data Entry Clerk	Recertification Technician
Data Processing Operator	Relocation Assistant
Dispatcher	Relocation/Occupancy Assistant
Economic Development Specialist	Relocation Specialist
Equipment Repair Technician	Residential Specialist
Family Support Case Manager	Resident Initiatives Specialist
Family Service Representative	Section 8 Contract Specialist
Grants Support Specialist	Senior Service Representative
Heating/Cooling Technician	Stock Clerk
Heating Maintenance Engineer	Supply Clerk
H.V.A.C./R. Mechanic I	Supportive Services Specialist
Inspector	Technical Assistant
Intake & Placement Specialist	Youth Activities Assistant (P/T)
Landscape Planner	Youth Activities Specialist

Section 1.2. If a new job is created, it shall become part of the bargaining unit, except positions that are excluded, per 4117 O.R.C. (supervisory, confidential, and fiduciary).

If the Employer adds new classifications, it will notify the Union whether the new classification is included or excluded from the bargaining unit. If requested by the Union, the Employer and the Union will meet at least once to negotiate regarding inclusion of new classifications within the bargaining unit by mutual agreement. If the Employer and the Union fail to agree on the determination of bargaining unit status, the dispute may be submitted to the State Employment Relations Board (SERB) for determination via its lawful procedures. If the parties agree upon the bargaining unit status of such classification, it shall be implemented as agreed by the Employer and the Union.

ARTICLE 2

UNION DUES CHECKOFF AND SECURITY

Section 2.1. Upon receipt of signed authorization of an employee LMHA shall deduct from the salary or wage of the employee such amount agreed to and designated by the employee as regular Union dues and transmit such amounts to the Treasurer of Local #2916. Union dues shall be deducted semi-monthly. The Employer shall transmit to the Treasurer of the Union the aggregate of Union dues before the fifteenth day of that month. The Treasurer of the Union shall certify to the Employer the amount of monthly dues and the manner in which dues are to be deducted. The Union shall hold LMHA harmless and indemnify LMHA from any actions resulting under this section.

Section 2.2. All employees promoted to positions exempt from the bargaining unit will secure a withdrawal card from the Union. Upon receipt of said card by LMHA dues checkoff for this employee shall cease after thirty (30) calendar days.

Section 2.3. The Union representative will conduct Union orientation for new employees at the same time as Human Resources Orientation.

Section 2.4. Credit Union. The Employer agrees to deduct from employees giving written authorization any monies for any authorized Credit Union and remit same to such authorized Credit Union.

Section 2.5. P.E.O.P.L.E. The Employer will deduct from the paycheck of all employees who have signed a proper legal authorization for the Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee and remit monthly to said committee all such deducted monies. The Union shall hold LMHA harmless and indemnify LMHA from any actions resulting under this section.

Section 2.6. Fair Share Fee. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

- A. The effective date of this Agreement for all current employees who have been employed for more than sixty (60) calendar days.

- B. The sixty-first calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement.
- C. The sixty-first calendar day of employment for each employee hired after the effective date of this Agreement.

Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of its published Fair Share Fee Procedure.

Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on the behalf of each non-member, bargaining unit employee, of each obligation established in its published Fair Share Fee Procedure.

The Union may amend its published Fair Share Fee Procedure by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth calendar day after their actual receipt by the Employer.

Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

This Article constitutes the entire Agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. No portion of this Article may be amended except by written signed agreement of the parties.

ARTICLE 3
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 3.1. The provisions herein shall be applied equally to all current employees without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, political affiliation, genetic information, or military status. The failure of the Employer to apply the provisions herein without discrimination, when brought to the attention of the Union, shall be subject to the provisions of the Grievance Procedure.

Section 3.2. Particularly, it is the express intent of the parties to this Agreement that it shall not be interpreted in such a manner as to cause or constitute a violation of any law.

Section 3.3. All references to employee(s) in this Agreement shall designate both sexes.

Section 3.4. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interferences, restraint, or coercion by the Employer or its representatives against any employee activity in an official capacity in behalf of the Union.

Section 3.5. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce any employee in an effort to recruit membership in the Union.

Section 3.6. The parties of this Agreement shall not discriminate against each other in the continuous execution of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Except as specifically limited by explicit provisions of this Agreement, LMHA retains the exclusive right to manage the operations, control the premises, direct the work forces, and maintain efficiency of operation. Specifically, LMHA's exclusive management rights include, but are not limited to, the sole right to hire, lay off, and promote; to discipline and discharge for just cause; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications) and to determine staffing patterns, including but not limited to assignment of employees, number employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE 5
VISITS BY UNION REPRESENTATIVES

Section 5.1. Local Union representatives are to request permission and receive approval from their immediate supervisor prior to leaving their workstation.

Section 5.2. Ohio Council 8 and International representatives shall inform the Executive Director or designee prior to a visit to any work site.

Section 5.3. Union representatives shall conduct business in such a manner as to avoid disruption(s). However, the Employer will not deny Union representatives the right to the proper administration of this Agreement.

ARTICLE 6
UNION STEWARDS

Section 6.1. Those employees serving as Union stewards shall officially represent the Union in their designated areas of representation. Union stewards shall investigate and process grievances and conduct other necessary Union business in their areas of responsibility during working hours with no loss in pay. This provision of the Agreement shall not be abused.

First contact, for any representation issue, shall be made with the member's immediate steward.

The following procedure shall be followed when representation by a Union steward is required:

- A. The Union steward assigned to the area should be notified first. If the steward is unavailable or feels uncomfortable with the particular situation, he/she should notify the chief steward, and in the absence of the chief steward, the president of the Local.
- B. If management perceives a possible conflict of interest or if the action involves the steward, management shall notify the chief steward.
- C. Stewards should receive adequate notification of a meeting to obtain permission to leave his/her respective worksite.

Union stewards conducting union business will record time for this purpose on a work order including the name of the person to be seen and the nature of the business.

The Union steward shall notify his/her immediate supervisor prior to leaving his/her work station.

Section 6.2. The President or Vice President in the absence or unavailability of the President shall have the rights accorded to stewards and Union staff representatives. This provision of the Agreement shall not be abused.

Section 6.3. The Union agrees to provide the Employer with copies of the table of organization of the Union within five (5) workdays after the effective date of this Agreement and whenever changes are made thereafter.

Section 6.4. Local #2916 shall be accorded the following stewards:

1 steward	AMP East Region
1 steward	AMP West Region
1 steward	211 Byrne Road Annex
1 steward	201 Belmont and Central Office
1 steward	Chief Steward
<u>5 stewards</u>	

It shall be the Union's right to determine the assignment of stewards.

If there is no steward assigned by the Union to represent employees in any of the above listed areas, the Union will utilize existing stewards to represent the unrepresented area as determined by the Union, until such time as the Union assigns a regular steward. The Union shall notify the Director of Human Resources of the applicable steward and the areas of steward responsibility. This utilization system shall discontinue upon proper notice from the Union in accordance with this Agreement, of the assignment of a full complement of stewards, contained herein.

Section 6.5. The Union shall be permitted to conduct one (1) day of steward training during regular work hours once each year. The date for the training will be mutually agreed upon. The Union Executive Board, and stewards, for a maximum of eight (8) will be permitted to attend.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.1. A grievance is a dispute which may arise between the parties, regarding the application, meaning or interpretation of this Agreement. It is the mutual desire of the LMHA and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the LMHA and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, this procedure shall be followed.

Step 1. When a dispute arises between the parties there shall be an informal meeting with the employee, steward, supervisor, and department head within five (5) working days of the employee's knowledge of occurrence with the intent of resolving the dispute.

In no case will a grievance be considered which is submitted to the immediate supervisor later than five (5) working days of the date of the occurrence of the grievance or five (5) working days of the date, in the exercise of reasonable diligence, of the employee's knowledge of the occurrence of the incident giving rise to the grievance.

Step 2. If the grievance is unresolved in Step 1, the grievance shall be reduced to writing and shall be presented to the Director of Human Resources or Designee by the Union Steward or Union President within five (5) working days after the meeting at the previous step. The Director of Human Resources or the Director's designee, shall schedule a Step 2 hearing once a month, and both parties may bring other representatives into said hearing. The hearing officer shall issue a written decision within ten (10) workdays after the hearing.

Step 3. Arbitration. Should any grievance remain unsettled after exhausting the aforementioned procedure, the Union shall, if they desire, demand arbitration within five (5) days after failing to settle the grievance as outlined in Step 2. The arbitrator shall be appointed by mutual consent of the parties. The decision of the arbitrator shall be final and binding upon both parties and the grievant. The arbitrator shall not be empowered to rule contrary to, amend, or add to or eliminate any of the provisions of this contract. In the case of a discharge or disciplinary layoff grievance, the arbitrator shall have the power to return the grievant to his employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts. Expenses related to the services of the arbitrator shall be borne equally by the parties hereto. Each party shall bear its own expense for the cost of transcripts.

With a fifteen (15) day notice prior to the established arbitration hearing date, either party may request a prehearing conference. The time and date of this conference shall be mutually established at least seven (7) days prior to the established arbitration hearing date.

The purpose of this conference shall be to attempt to define the issue(s), review the facts and witnesses and to reduce stipulations, if any, to writing. If a resolution of the dispute results, the parties shall notify the Arbitrator of the cancellation of the hearing at least five (5) days in advance of the hearing date.

Section 7.2. It is agreed that only those employees directly involved in an arbitration hearing (i.e., appropriate union representatives, grievant(s), and witnesses), shall be entitled to pay for time lost while participating in an arbitration hearing.

Section 7.3. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a panel list of nine (9) arbitrators from FMCS Area (Ohio) who are members of the National Academy of Arbitrators and domiciled in Ohio.

The parties shall alternately strike the names of the arbitrators until only one name remains. The party initiating the request for arbitration shall be the first to strike a name. Each party shall have the opportunity to reject one list supplied by the FMCS and request another list of nine (9) names. The party requesting the list of arbitrators shall pay the cost of the list. An arbitrator must be selected and notified to schedule a hearing within ninety (90) calendar days of the Step 2 answer. The parties agree to move for arbitrator selection on termination cases within forty-five (45) calendar days of the Director's answer.

Section 7.4. The Union reserves the right to representation by a staff representative at Step 2 and Step 3 of the Grievance Procedure.

Section 7.5. All time lines shall be strictly adhered to. Extensions shall be in writing by mutual agreement with the Department of Human Resources.

ARTICLE 8 **DISCIPLINE PROCEDURE**

Section 8.1. Reprimands. Oral and written reprimands may be given an employee for violation of any reasonable operational rule, gross negligence, refusal to carry out orders, willful absence from the job not provided for in the Agreement, or otherwise hindering the proper performance of his or her job or that of others.

All reprimands, whether oral or written, must clearly establish the reasons therefore and terms and provisions of the Agreement or work rules violated by the employee. All reprimands, oral or written, shall become part of the employee's records in accordance with Section 8.4 herein.

The employee has the right to a hearing when being reprimanded and has the right to have a Union steward present.

Section 8.2. Suspensions. The occurrence of the following actions may, pending a hearing, be cause for suspension and shall become a permanent part of the employee's file, in accordance with Section 8.4 herein, all actions listed under termination, incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of tenants or the public, neglect of duty, or any other act of similar nature.

Suspension — maximum of ten (10) working days.

Prior to scheduling a hearing the Union may request, within fourteen (14) calendar days after the completion of the administrative investigation, an informal meeting with the Human Resources Director.

Prior to the informal meeting the Employer will provide a copy of evidence in the possession of the Employer at the time of the request for an informal meeting. This requirement shall be construed as to prohibit the use of evidence not known to the Employer at the time of the request for an informal meeting.

By requesting an informal meeting the Union and the employee agree to waive the ten (10) working day requirement listed in section 8.3 below. By accepting mutually agreed to discipline the Union and the employee agree to waive the right to a pre-disciplinary conference.

Section 8.3. Termination. The LMHA may suspend with possible termination the employment of an employee for inefficiency, conviction of a felony, program sabotage, incompetence, dishonesty,

immoral conduct, insubordination, being under the influence of, or the use of, alcoholic beverages or controlled substances during working hours, physical violence, discourteous treatment of tenants or the public, neglect of duty, or for willful and persistent violations of the rules and regulations of the LMHA, or for other good and just cause.

Prior to suspension or termination, the Director, or his designee, shall schedule a hearing within ten (10) working days of the alleged infraction, or ten (10) working days of the date, in the exercise of reasonable diligence, of the Employer's knowledge of the alleged infraction. At least three (3) working days before the hearing, the employee and the Union shall be given a written statement detailing each alleged infraction and shall notify the employee of his right to Union representation. At the hearing the employee shall have the right to call witnesses and to submit documentation or evidence, and the right to be represented by the Union. The hearing officer's report shall be based solely upon the evidence and facts presented at the hearing, and the hearing officer will not conduct an independent investigation, unless authorized to do so by the Employer and the Union. If the employee is suspended or terminated after the hearing, the matter may be processed by the Union to arbitration within five (5) days pursuant to Step 3 of the Grievance Procedure. It is the intent of the parties that the Disciplinary Procedure shall be progressive unless the infraction is of such severe nature to warrant advance discipline.

Section 8.4. Rights of Employee. An employee has the right to request his union steward at an investigatory interview that the employee reasonably believes might result in disciplinary action against him. The right to a steward does not apply to a meeting where the supervisor or management conducts instruction, coaching, or counseling activity. The steward shall not disrupt the interview nor advise the employee not to answer questions.

The employee may appeal any disciplinary action through the grievance procedure.

When an employee goes for twelve (12) consecutive months without disciplinary action, his or her personnel file shall be cleared of all record of past discipline procedures and penalties. For disciplinary purposes, suspensions shall be removed after two (2) years. Records of disciplinary action shall be maintained in employee personnel files in accordance with applicable law.

Section 8.5. If an employee has a work-related problem as a result of the use of an illegal drug or alcohol that results in disciplinary action by the Employer and the employee is involved in a voluntary treatment program, this fact may be taken into consideration at the time of the disciplinary action. The parties agree to continue to attempt to further develop a self-help program for employees with a drug or alcoholism problem. This shall be through the labor-management process.

ARTICLE 9 **INSURANCE**

Section 9.1. The Employer shall provide employees in the bargaining unit with a comprehensive hospitalization/major medical coverage. Employees' monthly co-share amounts shall be withheld by payroll deduction and shall remain in effect during the term of this Agreement as follows:

	<u>Single Plan</u>	<u>Employee + Spouse</u>	<u>Employee + Child(ren)</u>	<u>Family</u>
2014	\$0.00	\$0.00	\$0.00	\$0.00

The Employer agrees to cap plan year 2014 and 2015 increases to the cost of overall plan coverage to 8.0% each year respectively. If the overall cost of plan coverage exceeds 8.0% in either plan year 2014 or 2015, the Employer and all plan employees will share the additional cost above the 8.0% increase on a 50/50 basis. Employees' monthly co-share amounts withheld by payroll deduction will be determined based upon their share of the 50/50 split on an across-the-board basis.

Employee HSA accounts will be funded on a semi-monthly basis.

Section 9.2. Spousal Carve-out. If the employee's spouse is employed where the employee cost of single plan group insurance coverage does not exceed 40% of the single plan premium, the spouse will not be eligible for coverage under LMHA's hospitalization/major medical plan.

Any employee hired on or after April 1, 2014, whose spouse is employed and eligible for health insurance through the spouse's employer shall not be eligible for coverage with LMHA. Changes in status for all employees that occurs on or after April 1, 2014, shall subject the employee's spouse to a full spousal carve out.

Section 9.3. Term Life Insurance. The Employer shall provide each employee a \$40,000 term life insurance policy. Additional life insurance in \$10,000 increments will be available at employee cost through payroll deduction.

Section 9.4. Optical Plan. The Employer agrees to provide each employee in the bargaining unit with an optical plan.

Section 9.5. Dental Plan. The Employer agrees to provide each employee in the bargaining unit a dental plan.

Section 9.6. Health Cost Containment Committee. The parties agree to establish a Health Cost Containment Committee to explore cost containment alternatives. The Union and management shall have equal representation on said committee. Three (3) members will be appointed by the Union. The Committee will meet on a necessary basis. The Committee will establish a list of goals at its first annual meeting and make its recommendations to the Executive Director in time for the annual insurance renewal.

Section 9.7. The Employer will maintain a Section 125 Plan for employee insurance contributions, subject to legal requirements.

Section 9.8. The parties to this Agreement agree that health care reform legislation may result in the need to modify sections of Article 9. The promulgation of rules and definitions by the U.S. Departments of Labor (DOL), Health and Human Services (HHS), Treasury, and the Internal

Revenue Service (IRS) with regard to grandfathered health plans, appeals, external reviews, dependent coverage, out-of-network services, etc. As various provisions begin to take effect, the Authority will make modifications to this article to comply with those provisions.

ARTICLE 10 **UNION LEAVE**

Section 10.1. For the term of this Agreement, Local #2916 shall be entitled to a total of twelve (12) paid Union leave days per year. The President of the Union shall notify the Human Resources Department at least ten (10) work days prior to the use of Union leave. The leave shall not be accumulative from year to year.

Section 10.2. Union leave shall be used for conventions, conferences, seminars and educational opportunities, but not for recreational or social activities. Examples include:

- AFSCME Women's Convention
- AFSCME Council 8 Convention
- AFSCME International Convention
- AFSCME P.E.O.P.L.E. Conference
- AFL-CIO State Convention
- AFL-CIO Summer School

ARTICLE 11 **MILITARY LEAVE**

Section 11.1. An employee who leaves his or her position to enter military service shall be granted a leave of absence and reinstatement rights in accordance with state and federal law.

Section 11.2. Any questions regarding military leave should be directed to the Director of Human Resources.

ARTICLE 12 **FUNERAL LEAVE**

Section 12.1. An employee shall be granted funeral leave pay to arrange for and/or attend the funeral or memorial service, if applicable, in accordance with the relationship listed below and on the following basis. All funeral leave days must be taken consecutively.

Section 12.2. Three (3) workdays — father, mother, brother, sister, spouse, child, current foster-child, stepchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother, grandfather, grandchild, or any person residing in the household of the employee.

Section 12.3. Two (2) workdays — sister-in-law, brother-in-law.

Section 12.4. Two (2) workdays additional leave shall be granted to the above in the event the distance of the funeral is greater than 200 miles.

Section 12.5. If a member of LMHA dies, sufficient time will be granted to prepare for and attend the funeral or memorial service, if applicable, to the extent practicable in consideration of operational needs.

Section 12.6. One (1) workday — aunt or uncle.

Section 12.7. Employees shall also be permitted to be a pallbearer for employees of LMHA, as well as retired employees of LMHA, without loss of pay. Employees may serve as pallbearers for any other funeral not listed in this Article; however, said time may be charged from vacation, or other earned contract time or no-pay status.

Section 12.8. An employee shall provide the Agency with a certificate of attendance signed by the funeral home director or his/her designee certifying the employee's attendance at the funeral or memorial service, if applicable.

ARTICLE 13 **JURY DUTY LEAVE**

Section 13.1. An employee must request advance leave for jury duty with their supervisor when receiving the notice of jury duty.

Section 13.2. All employees of the bargaining unit, while serving upon a jury in any court of competent jurisdiction that can require the employee's appearance, shall be paid his or her regular salary for such period of time, provided the employee returns to the LMHA any payments received through the court for his or her services. The employee shall report to work immediately following dismissal from jury duty day by day, unless dismissal occurs after 3:30 p.m.

Section 13.3. In order for an employee to receive pay under this, the employee must secure a certificate from the Clerk of Court in which they served evidencing the fact of their having been required to serve.

ARTICLE 14 **INJURY LEAVE**

Section 14.1. Any regular bargaining unit employee who is injured or disabled while in the performance of his duties, under such circumstances as would cause such injury or disability to be compensable under Ohio Workers' Compensation law shall be eligible for injury leave for the period of time the employee is prevented from performing his duties required, and provided the period of such injury leave shall not exceed sixty (60) workdays.

Section 14.2. The employee must first file for injury leave. The employee must provide medical documentation of injury or injury leave will not be approved.

The Employer has the right to request proof of an injury, reinjury and/or follow-up medical treatment. The involvement of the LMHA managed care organization and appropriate physicians are required in ascertaining proof of injury.

Section 14.3. If it is established that injury leave is not appropriate, the Employer will charge time off to any other available time (sick leave, vacation, etc.). Said time shall be charged to sick leave first. Additional time shall be at the election of the employee, however, all compensated leave time must be exhausted prior to utilizing leave without pay. If no time is available, then leave without pay may be granted per the provisions of Article 17 of this Agreement.

Section 14.4. Sixty (60) workdays are available for purposes of injury leave per each distinct, separate injury. Reoccurrence of the same injury and/or follow-up medical treatment related to the original injury shall be charged to the original sixty (60) workdays. Employee must exhaust available injury leave per this Agreement before submitting a lost time claim to the Ohio Bureau of Workers' Compensation. Any money received from Workers' Compensation for the period of time which the employee was paid injury leave must be turned over to the Employer.

Section 14.5. Injury reports will be filed with the employee's supervisor, within 24 hours. Said reports shall include the Accident/Injury report and the Incident Report.

Section 14.6. An employee may elect to use accumulated sick leave for such period of absence beyond sixty (60) workdays of injury leave rather than file for Workers' Compensation income benefits.

Section 14.7. The LMHA will make every reasonable effort to assist employees in remaining productive during temporary partial disability or in finding alternative placement within the bargaining unit in the event of an occupational accident, injury or illness pursuant to the Return-To-Work Program in Appendix D of this Agreement.

ARTICLE 15 **SICK LEAVE**

Section 15.1. All employees shall be entitled to paid sick leave. Sick leave shall be accumulated at the rate of eight (8) hours per month. Sick leave shall be accumulated to a maximum of 249 days. Approved sick leave shall be charged to employees in one-half (½) hour increments.

Section 15.2. Sick leave may be used for the following reasons:

- A. Illness, injury, pregnancy, or childbirth related conditions of the employee, or of a member of the employee's immediate family when the employee's presence is reasonably necessary;

- B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Medical, dental, or optical examinations or treatment of the employee, or of a member of the employee's immediate family when the employee's attendance is reasonably necessary and when such examination or treatment cannot be scheduled during non-work hours.

Immediate family is defined to include spouse, parent, son, and daughter. The term "spouse" means current husband or wife as defined or recognized under state law for purposes of marriage. The term "parent" means the biological parent or individual who stands or stood in loco parentis (in the place of a parent) to an employee when the employee was a child. This term does not include parents "in-law." The terms "son" or "daughter" means biological, adopted, or foster child, a step-child, a legal ward, or a child or a person for whom the employee stands in loco parentis, who is either under age eighteen (18) or age eighteen (18) or older and "incapable of self-care (in several of the activities of daily living) because of a mental or physical disability."

Section 15.3. An employee shall be required to produce a doctor's slip when the doctor's attention is necessary, whenever an employee is off in excess of two (2) consecutive working days or when the Employer has a reasonable suspicion to believe the employee is abusing sick leave. When the employee is required to present a doctor's slip because the Employer suspects sick leave abuse, the requirement will be in effect for a twelve (12) month period.

Section 15.4. When an employee is on sick leave, the employee need call in only on the first day of the leave and shall give an approximate date of return to work.

Section 15.5. It is the mutual interest of the employees and the Employer to prevent the abuse or misuse of sick leave. The acceptable usage of sick leave shall be pursuant to the regulations contained in this Article and the policies of the Employer.

The Employer maintains the right to monitor each employee's use of sick leave. The abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as determined by the Employer. A request for sick leave shall be denied if the employee fails to comply with the procedures for proper sick leave usage, fails to present a required physician's statement, or if an investigation of a request for sick leave discloses facts inconsistent with the proper use of sick leave.

Section 15.6. The Employer may require the employee to take an examination, conducted by a physician designated by the Employer, to determine the employee's physical or mental capability to perform the essential duties of his position. If found not qualified, the employee may be placed on a job he can perform without limitations or be separated for inability to perform his duties.

ARTICLE 16
ATTENDANCE TIME

Section 16.1. An employee may receive payment for sick leave performance incentive when he limits his use of sick leave, leave without pay, and/or Family and Medical Leave (effective January 1, 2012) during an LMHA funding year (January 1 – December 31).

<u>Sick Leave Used</u> <u>(calendar year)</u>	<u>Attendance Incentive</u>
0 days	\$500.00
1 day	\$400.00
2 days	\$300.00
3 days	\$200.00
4 days	\$100.00
5 days or more	-0-

Attendance incentive will be paid in a direct deposit to the employee's primary financial institution during the first pay in February.

ARTICLE 17
LEAVE OF ABSENCE

Section 17.1. When an employee needs time off without pay, that employee shall be entitled to up to thirty (30) calendar days leave. Said leave shall be predicated upon the permission of the Executive Director. The employee must make the leave request in writing to the Executive Director five (5) workdays prior to taking the leave. Any extension of a thirty (30) calendar day leave must be approved by the Executive Director of LMHA.

The authorization for an extended leave of absence is a matter of administrative discretion.

Section 17.2. All fringe benefits shall be continued during the first thirty (30) days of a leave of absence.

ARTICLE 18
DISABILITY SEPARATION

Section 18.1. Disability Separation. In the event an employee becomes unable to perform the essential functions of his/her position, with or without reasonable accommodation, as determined by either the employee's physician or a physician designated by the Employer, the Employer may terminate the employee. The physician shall be asked to determine if the employee can or cannot currently perform the essential duties of the position in which the employee is employed. This shall be considered a disability separation. The employee shall be entitled to a hearing prior to separation

and be entitled to Union representation. If the employee disputes the decision by the Employer to terminate their employment, the employee may grieve the decision.

The employee may apply for a vacant position for which the employee is able to perform essential functions.

ARTICLE 19 **SICK LEAVE CONVERSION BENEFITS**

Section 19.1. When an employee terminates employment after ten (10) consecutive years of service, or when an employee is eligible to receive benefits from OPERS and retires, the employee shall, at the time of separation of employment, receive a cash payment for accumulated sick leave at the rate of one (1) day for every two (2) accumulated (1:2) up to a maximum of 204 days. The employee shall also receive payment for accumulated and unused vacation and pending overtime. Said lump sum payment shall be made to the employee no later than fourteen (14) days after termination.

Section 19.2. In the event of the death of an employee, the beneficiary of the employee shall receive cash payment for all accumulated sick leave, vacation, and pending overtime no later than fourteen (14) days after the employee's death.

Section 19.3. Employees hired on or after December 1, 2013, and after ten (10) consecutive years of service with LMHA; or when an employee is eligible for and retires from OPERS at the time of separation shall receive a cash payment for accumulated but unused sick leave up to a maximum of two hundred forty (240) hours.

ARTICLE 20 **HOLIDAYS**

Section 20.1. The following paid holidays shall be observed by employees in the bargaining unit:

New Year's Day	Labor Day
President's Day	Columbus Day
Martin Luther King Day (3rd Monday in January)	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas

Employees shall be granted the day before Christmas or the day before New Year's as a holiday. Employees must notify the Employer as to choice of holiday by December 1st. The day before Christmas and the day before New Year's shall have a minimum staffing of 50% of the bargaining unit working at regular rate of pay. If less than 50% of the bargaining unit has chosen either the day before Christmas or the day before New Year's as the assigned day of work, then the Employer has the right to balance the staffing of each day up to 50% of the bargaining unit by inverse seniority.

Section 20.2. In the event that any of the above holidays fall on Saturday, the Friday preceding shall be taken as the holiday. Should the holiday fall on Sunday, the Monday following shall be taken as the holiday.

Section 20.3. In addition to the above holidays, all employees shall be entitled to three (3) discretionary holidays to be taken with adequate notification and approval of the immediate supervisor. These holidays are granted on the basis of a calendar year.

Section 20.4. Holiday Pay. An employee shall earn regular straight time for a holiday. In addition, an employee shall earn double time (2X) for hours worked on a holiday.

ARTICLE 21
VACATION LEAVE

Section 21.1. Employees shall be entitled to paid vacation leave per the following schedule:

After one (1) year service.....	Two (2) weeks
After five (5) years service.....	Three (3) weeks
After ten (10) years service.....	Four (4) weeks
After fifteen (15) years service	Five (5) weeks
After twenty (20) years service	Six (6) weeks

Only employees employed with LMHA before December 1, 2013, shall be eligible for six (6) weeks of vacation as described above.

Section 21.2. Vacations will be scheduled on a first-come-first-served basis with seniority being the determining factor on simultaneous requests for the same period of time.

Vacation may be taken in minimum units of one-half (½) hour.

Section 21.3. Vacations may be accumulated and used for a period of time not to exceed two (2) years.

Section 21.4. Bargaining unit employees shall be entitled to have the employee's prior service, with the state or any political subdivision of the state counted for purposes of computing the amount of the employee's vacation leave. For purposes of this section only full years of prior service shall be counted. No employee shall be entitled to vacation leave or payment therefore until, the employee has completed one (1) year of service with LMHA. An employee who has retired in accordance with the provisions of any retirement plan offered by the state, shall not have his prior service counted for the purpose of computing vacation leave. This section specifically supersedes the requirements of Ohio Revised Code, Section 9.44. This section becomes effective for calendar year 2002 and thereafter.

ARTICLE 22
SENIORITY

Section 22.1. Definition. Seniority shall be defined as the employee's total service with the Employer including time as a part time employee. Seniority shall be broken when an employee terminates his or her employment. Seniority shall be broken after an employee is on a layoff list for more than two (2) years or if the employee refuses to return to work when recalled.

Section 22.2. Every three (3) months, the Employer shall provide the Union with a current seniority list whenever necessary to correct any errors. The seniority list shall be made up by classification and shall contain in order of seniority, the name, and date of hire of each employee.

ARTICLE 23
LAYOFF AND RECALL

Section 23.1. Layoff Procedure. In the event it becomes necessary to lay off employees, the following procedure shall be utilized it shall be due to the lack of work or funds. Before regular full time employees are laid off, all seasonal, temporary, provisional, part-time, employees must be laid off first in this order. When it is necessary to lay off or abolish the job of a regular full time employee, the employee whose job is abolished or who is designated for layoff, shall have the right to exercise the bumping procedure (Section 23.2).

It shall be the option of the employee only as to whether he or she shall exercise seniority rights to bump into a lower classification or to take a layoff.

Regular full time employees shall be given a minimum of thirty (30) calendar days advance written notice of layoff indicating the circumstances which made the layoff necessary. In the event an employee is laid off, he or she shall be entitled to receive payment for earned but unused vacation, and unpaid overtime.

The Employer shall notify the Union immediately upon the determination that layoffs are necessary, but no later than thirty (30) calendar days prior to any planned layoff. The Employer and the Union agree to meet and discuss in which classification(s) the layoff(s) will occur and the number of employees to be laid off. The Employer and the Union agree to discuss other alternatives to avoid actual layoff whenever possible.

In the case where the Employer combines two positions into one new position, thereby abolishing the two positions, the new position will be posted for bid in accordance with Article 24, Section 24.1.

Section 23.2. Bumping Procedure. Bumping rights may only be exercised by an employee one time in the event of a layoff affecting his position. The laid off employee shall have the right to bump into a position held by another employee with the least seniority in the same or lower classification. An employee who is bumped out of his position due to this bumping procedure shall also have the right to exercise the bumping procedure. A bumping employee must have the ability

and qualifications to perform the position bumped. Employees who are bumped by a senior qualified employee will not receive a 30 calendar day advance written notice of layoff. For purposes of bumping, the list of classifications in Appendix B, contained herein, shall be used to determine the appropriate classifications except that for purposes of bumping and recall, the following shall be considered to be in the same classification:

1. Clerical Specialist and Clerk Receptionist.
2. Maintenance Mechanic III and Renovation Specialist.

When two (2) or more employees in the same classification have received layoff notice, and wish to exercise their right to bump, seniority shall determine the order in which bumping choices shall be made.

In all cases of bumping, the employee exercising bumping rights must have the ability and qualifications to perform the position bumped. Ability and qualifications to perform the position bumped shall be determined by the Employer, but may include whether or not the employee has previously and successfully held the classification he wishes to bump, test scores of the bumping employee relevant to the position and whether or not the bumping employee has the qualifications listed on the job description.

To determine whether or not the employee “successfully held” the classification he wishes to bump, the Employer will consider the extent to which the duties have changed since the employee held the classification, whether or not the employee was removed or transferred from the classification or position for disciplinary reasons, whether or not the employee failed to successfully complete the probationary period, and whether or not the employee had the ability and qualifications to perform the duties of the classification. If test scores are a requirement, the Employer and the Union shall equally share the cost of testing for an employee receiving notice of layoff who wishes to bump. Testing for a clerical position shall include the full battery of tests in accordance with Section 24.2 contained herein. Only one (1) such testing opportunity will be given an employee receiving notice of layoff who wishes to bump.

A bumping employee will not be trained to perform the position bumped, but will be given an orientation of the duties and departmental procedures. If the bumping employee fails to perform the duties of the bumped position within 90 calendar days, he will be laid off without further bumping rights and be placed on the recall list for other positions for which he may have the ability and qualifications to perform. An employee who is laid off due to failure to perform the duties of the bumped position within 90 calendar days will not have the right to appeal the layoff under the grievance procedure contained herein.

It shall be the option of the employee as to whether he shall exercise seniority rights to bump into a lower classification, or to take a layoff and be placed on the recall list.

Section 23.3. Recall Procedure. When a vacancy exists, notices of vacancy shall be posted in accordance with Article 24, Section 24.1, Bid Procedure. Employees on the recall list will be eligible to bid on the posted position. If a position is not awarded to a bidding employee, employees on the recall list with the ability and qualifications to perform the duties of the vacant position will be recalled.

When employees are laid off, the Employer shall create a recall list of bumped and laid off employees in order of seniority with the most senior employees first. Employees shall be recalled when work and/or funds become available. Employees shall be given 14 calendar days notice of recall sent to the employee by certified mail, return receipt requested, with a copy sent to the union. The Employer shall recall such employees according to seniority, beginning with the most senior employee laid off from the classification needed, provided they must have the ability and qualifications to perform the work in the classification. Only employee ability and qualifications on record at the time the recall notice is sent will be considered.

An employee who is next on the recall list shall be eligible to take an opening in a position in the same or lower classification. If an employee accepts an opening in a lower classification, he or she shall have the right to bid or be recalled to his original classification in the event it becomes available in two (2) years. An employee on the recall list may turn down an opening in a lower classification, but shall not turn down an opening in the same classification. An employee shall remain on a recall list for a period of two (2) years, and shall not lose past seniority. No new employees shall be hired while employees are on the recall list unless all employees on the recall list turn down the opening or fail to timely respond to the recall notice. A recalled employee must have the ability and qualifications to perform the duties of the position.

The recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work. Failure of the recalled employee to notify the Employer of his intention to return to work within seven (7) calendar days and/or to report for work within 14 calendar days of a recall, unless a different date for returning to work is otherwise specified in the notice, shall constitute a loss of seniority and termination of employment.

Only employee ability and qualifications on record will be considered at the time the recall notice is sent.

ARTICLE 24 **BID PROCEDURE**

Section 24.1. Bid Procedure.

- A. When the Employer determines that a vacancy exists, notice of the vacancy or new position shall be posted within five (5) workdays on the LMHA authorized Internet system (Outlook) for five (5) workdays. The posting shall include the classification, job description, the location of the job, the immediate supervisor, the rate of pay, whether the job is permanent or temporary, the minimum qualifications, the name of the last person to hold the job, the date

the posting goes up, the date the posting expires, and the statement: "This position is posted and will be filled in accordance with the provisions of the Agreement between Local 2916, AFSCME and LMHA." The successful bidder for the vacancy or new position shall be awarded the vacancy or new position that he or she bid on. The Union President shall receive a copy of every posting at the time of posting.

- B. Any employee may bid on the posted position by submitting a form supplied by the Employer to the Department of Human Resources provided the employee does not have an active, written reprimand or suspension in accordance with the provisions of Section 8.4 contained herein. The position shall be awarded to the most senior employee who meets the minimum qualifications of the position. All vacancies shall be filled within thirty (30) workdays following the expiration of the bidding period unless extended by mutual agreement. An employee's disciplinary record can be included as minimum qualifications to bid for a posted position.

Disciplinary record will not prohibit an employee from bidding on a demotion.

The records from 12-1-86 and thereafter shall only be used.

- C. Bid lists containing the name, classification, and seniority date of all bidders shall be compiled and posted and given to the Union President within two (2) workdays of the closing date of posting.
- D. Unsuccessful bidders may request information regarding non-selection for purposes of future promotability. The employee may file a grievance based on a mistake in facts.
- E. Bids signed by the employee may be submitted by the Union steward when employees are not present at work during the position posting period. Upon return to work, the employee shall verify the job bid with the Human Resources Department.
- F. The Employer agrees to announce and post, as soon as they are received, all career opportunities including State, County, and City test announcements.
- G. If the Employer does not plan to fill a vacancy, the Union shall be notified in writing.
- H. When an employee successfully bids into a promotional position, he or she shall earn the higher rate of pay on the first date the employee assumes the duties of the position.
- I. This posting and bidding procedure pertains to all positions in the bargaining unit.
- J. The successful bidder shall serve a 120 calendar days probationary period. During this probationary period the employee shall not be permitted to bid. In addition, the employee shall not be eligible for transfer as set forth in Article 25 while he or she is serving a

probationary period. An employee may return to his former position within the first ten (10) working days during the probationary period.

- K. The Employer will give orientation(s) to the bidding employee.

The Employer will give instruction(s) to an employee, if the performance of a bidding employee is in question and shall give conference(s) at thirty (30) day intervals, in the presence of the steward/Union representative, at the request of the employee. Shortcomings, if any, shall be in writing to the employee and Union.

Employees that have been cited as not adapting to the bid position shall be returned to his/her former position.

- L. The Union as well as all bidders shall be notified of the selected bidder on all positions immediately upon selection.
- M. All positions outside of the bargaining unit shall be posted to provide an opportunity for all qualified employees. Such posting shall be posted as non-bargaining unit positions and shall be filled at the discretion of the Employer.
- N. An employee awarded a bid shall not be eligible to bid on another vacancy for 120 calendar days.

Section 24.2. Testing. The Employer shall be permitted to test employees who have bid on vacancies or newly created positions. The Employer shall provide advance knowledge of the general content of the subject matter to be tested. Testing shall be relevant to the position and applied uniformly for candidates from both within the bargaining unit as well as those outside the bargaining unit. Standardized and practical testing shall be administered by the Lucas Metropolitan Housing Authority.

Section 24.3. Job Descriptions. The Employer has the right to establish job descriptions. Upon signing of this agreement, during Labor Management meetings the parties shall meet to review and revise job descriptions pertinent to classifications in the bargaining unit. This process shall commence with a Labor Management meeting which shall be scheduled as soon as possible.

ARTICLE 25

TRANSFER PROCEDURE

Section 25.1. When the Employer determines it necessary to transfer an employee laterally (within his classification) on a temporary or permanent basis to perform work outside of his regular department's work assignments, it shall be done in accordance with this Article. The senior qualified employee with the skills and abilities to perform the work will be asked first to accept the transfer. If he declines the transfer, the next most senior qualified employee will be asked, etc., until the transfer

is filled. If no senior employee accepts the transfer, the least senior qualified employee with the appropriate skills and abilities to perform the work will be transferred.

Section 25.2. For the purpose of this Article, a “temporary transfer” will be one that lasts up to ninety (90) calendar days, unless the person transferred is replacing an employee on extended sick leave or Family and Medical Leave (FMLA). If the transfer lasts longer than ninety (90) calendar days, or longer due to extended sick leave or FMLA, the employee transferred will be asked if he desires to remain on transfer. If he declines the extension, the procedure in Section 1 will be repeated.

Section 25.3. For the purpose of this Article, a “permanent transfer” will be one that is in excess of one hundred eighty (180) calendar days, except if the transfer is a result of an extended leave.

Section 25.4. The supervisor will keep a record of employees asked to accept a transfer by placing a check mark and date asked next to each employee’s name.

Section 25.5. The Employer and the Union may mutually agree, if it is mutually beneficial, to transfer two (2) employees within the same classification but from one department to another to replace each other.

ARTICLE 26 **WAGES**

Section 26.1. The appropriate hourly wage increases shall appear in Appendix A of this Agreement and the appropriate hourly wages by classification shall appear in Appendix B of this Agreement.

Section 26.2. For the purpose of entry level classifications (Clerk Receptionist, Clerical Specialist, and Laborer), compensation shall be at 85% of the job rate the first year of employment and the full job rate after completion of their first year of continuous employment. The Janitor and Clerk Aide positions are not subject to the 85% rate and will begin at full job rate.

Section 26.3. In the event there are any newly created entry level positions, they shall be subject to Section 2 above.

ARTICLE 27 **WORKDAY/WORKWEEK**

Section 27.1. The standard workday and workweek shall be eight (8) hours a day, forty (40) hours per week, Monday through Friday.

Section 27.2. The standard work day shall begin at 8:30 a.m. and end at 5:00 p.m. There will be a one-half (1/2) hour unpaid and one-half (1/2) hour paid lunch. There shall be two (2) fifteen (15) minute breaks, one to be taken in the middle of the first half of the day, and one to be taken during the second half of the day.

The beginning and ending work times of departments may be adjusted seasonally by mutual agreement of the parties. Such agreements will be discussed at labor-management meetings.

ARTICLE 28
OVERTIME RATES/EQUALIZATION

Section 28.1. The following overtime rates shall be observed. Any work performed after eight (8) hours in a day shall be compensated for at the rate of time and one half (1½X). Work performed on a Saturday shall be compensated for at the rate of time and one half (1½X) providing an employee is credited with a forty hour work week (active pay status including sick time, vacation, and holidays). The same applies to work performed on Sunday except that such work shall be compensated for at the rate of double time (2X).

Section 28.2. Equalization of Overtime. Overtime shall be offered on a departmental basis. Authority-wide seniority shall be the basis of determining who shall work overtime in each department. Each Department area shall post a list of all employees and worked overtime and turned down overtime shall be logged on a continued basis. Supervision recognizing that certain employees shall be called out for specific jobs shall attempt to equalize the opportunity for overtime as much as is possible.

Call outs shall not be considered in the equalization of overtime.

Employees who refuse overtime, however, where it is imperative that overtime be worked, then a sufficient number of employees on the overtime list shall be required to work the required overtime. When it is necessary to require employees to work overtime, the employees with the least seniority shall be required to work.

Where this section mentions “departmental” or “department,” it shall have the same meaning as “AMP.”

This section shall be applied unless the parties agree, in writing, to an alteration of this section’s language.

Section 28.3. Employees on vacation leave, or discretionary holidays will be eligible for scheduled overtime and call-out. The employee is responsible for notifying his supervisor in writing of his availability to work such scheduled overtime or his availability for call-out while on vacation or discretionary holiday.

An employee calling off sick for the day is not eligible for scheduled overtime or call-out until that employee reports back to work for his regularly scheduled workday.

ARTICLE 29
LONGEVITY PLAN

Section 29.1. Bargaining unit employees hired before December 1, 2001, shall be entitled to longevity pay based on continuous service with the LMHA. The rate of longevity pay shall be the following:

Five (5) years service	2%
Ten (10) years service	4%
Fifteen (15) years service	6%
Twenty (20) years service	8%

Section 29.2. The annual longevity payment shall be paid in a separate direct deposit to the employee's primary financial institution at the first pay period in December of each year.

Section 29.3. Longevity credits shall be earned while on lay off for up to two (2) years.

Section 29.4. The parties agree that 1995 base rates for all bargaining unit employees shall be used as the basis for all longevity computations. Employees hired December 1, 2001 and after shall not be eligible for longevity pay.

Section 29.5. When an employee quits prior to the time when longevity payments are issued, an employee shall receive the longevity due him or her based upon the length of continuous service. The employee shall receive the longevity payment at the time of separation.

ARTICLE 30
CALL IN PAY

Section 30.1. When an employee is called out to work at times other than his or her regular work schedule, the employee shall be guaranteed two (2) hours pay at the appropriate rate of pay.

ARTICLE 31
WORKING OUT OF CLASSIFICATION

Section 31.1. When an employee performs work normally done by another employee in a higher classification, the employee shall receive pay corresponding to higher classification after the employee has performed the work for one (1) full work day. If the employee is requested to work in the higher classification at a future date he shall immediately be paid at the rate of the higher classification.

Section 31.2. No employee shall be required to work below their classification if there is any other available employee classified in the lower classification in the same department. Employees temporarily required to work below their classification or pay rate shall receive their regular rate of pay.

Section 31.3. No employee shall be considered working in the higher classification unless authorized in writing by his supervisor.

ARTICLE 32 **SUBCONTRACTING**

Section 32.1. No bargaining unit employee shall be terminated or laid off as a result of subcontracting by the Employer. The Employer shall be prohibited from subcontracting which would shrink the work force or inhibit the natural growth of the work force.

Section 32.2. The Employer agrees that all such contracts for work shall be discussed with the Union prior to implementation of such contracts except in the event of an emergency.

Section 32.3. Disputes as to whether a subcontracting case violates this provision shall be subject immediately to Step 2 of the grievance procedure. If the dispute is not resolved at Step 2, then the parties agree to submit the dispute to arbitration within thirty (30) days after the conclusion of Step 2 of the grievance procedure.

Section 32.4. The Employer may subcontract out work.

ARTICLE 33 **PART TIME AND TEMPORARY EMPLOYEES**

Section 33.1. No seasonal, provisional, or part time workers shall ever perform work which would result in the loss of a regular employee's job.

Section 33.2. Temporary employees will not be used in a position in excess of sixteen (16) consecutive weeks, in the absence of an approved leave, without agreement with the Union, except temporary employees hired for the "grass season" who may be utilized for the length of that season.

ARTICLE 34 **PERMANENT PART-TIME EMPLOYEES**

Section 34.1. A permanent part-time employee is one whose normal work hours are less than thirty (30) hours per week.

Section 34.2. Benefits. A permanent part-time employee will be provided with the single plan hospitalization/major medical coverage, single plan prescription drug, single plan optical, and single plan dental coverage subject to the co-share amount. The employee will be eligible to purchase family plan coverages for the above plans by paying the difference between the single plan premium and the family plan premium through payroll deduction. Life insurance coverage will be in the same amount provided regular full time bargaining unit employees.

A permanent part-time employee's vacation leave will be prorated based on hours worked and in accordance with Article 21 of this Agreement (Example: A permanent part-time employee working 20 hours per week will be eligible for two weeks of vacation at 20 hours per week after one year of service, etc.).

Funeral leave, injury leave, sick leave accrual and credit, sick leave performance incentive, holiday pay, longevity pay, and discretionary holidays shall be prorated based on hours worked.

Section 34.3. The Employer agrees not to replace a regular full-time position with a permanent part-time position except by mutual agreement between the Employer and the Union.

ARTICLE 35

PROBATIONARY PERIOD

Section 35.1. Probationary Period: The probationary period for new employee(s) shall be one hundred twenty (120) calendar days. Any employee who completes his probationary period shall be considered a regular employee.

The performance of the probationary employee shall be evaluated at thirty (30) days, sixty (60) and ninety (90) days of the probationary period. The supervisor will observe the probationary employee's performance at least two (2) or three (3) times during the probationary period. The extension of the probationary period for a new employee will be a maximum of thirty (30) calendar days. Extensions of probationary period shall be in writing by mutual agreement with the Department of Human Resources. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

After sixty (60) days of employment, the new employee will be eligible for Union membership and representation regarding all matters except Discipline Procedures under Article 8.

Section 35.2. Bid Probationary Period: The bidding employee shall serve a probationary period of 120 calendar days. The performance of the employee shall be evaluated at thirty (30) days, sixty (60) days and ninety (90) days. The supervisor will observe the probationary employee's performance at least twice during the probationary period. The extension of the probationary period for a bid employee will be a maximum of thirty (30) calendar days. Extensions of probationary period shall be in writing by mutual agreement with the Department of Human Resources.

ARTICLE 36

LABOR MANAGEMENT MEETINGS

Section 36.1. Once a month at a specified day and time during working hours the Union President, Vice President and other pertinent Union representatives shall meet with the Director of Human Resources of the LMHA and/or other management representatives to discuss matters of policy, settle disputes, and generally preserve a good labor management relationship. The monthly Labor

Management meeting can be waived or postponed by mutual consent of the parties to this Agreement.

Section 36.2. The Union representatives shall be granted thirty (30) minutes with no loss of pay within one (1) week prior to the meeting to discuss labor management agenda items. Such meetings shall commence promptly at the scheduled time.

Section 36.3. The parties agree to exchange agenda(s) at least three (3) days in advance of the agreed upon date of the meeting(s). However, the parties may mutually agree to discuss other items which may come up at these meetings. The parties shall officially serve the other party said agenda(s).

Section 36.4. The parties recognize that Labor-Management meetings are for discussion purposes only and these meetings are not an extension of any required collective bargaining obligations.

ARTICLE 37 **CONTRACT ADMINISTRATION TRAINING**

Section 37.1. Upon ratification of the Collective Bargaining Agreement there shall be mandatory joint training for LMHA supervisors, Local 2916 Executive Board Members, Council 8 Staff Representative, and Stewards for the proper administration of the Collective Bargaining Agreement. No employee shall suffer a loss in pay as a result of this training.

ARTICLE 38 **MISCELLANEOUS PROVISIONS**

Section 38.1. Tools and Equipment. The LMHA shall provide employees with appropriate tools and equipment to perform work. An employee shall not use their own tools and equipment, nor shall work be performed if the proper tools and equipment are not available.

Section 38.2. Travel Allowance. If an employee uses his or her private vehicle on the job, he or she shall be reimbursed the current IRS standard per mile for miles driven while on the job. Employees whose job duties require daily travel in the performance of their jobs will be provided a LMHA vehicle. Employees transporting a client will be provided a LMHA vehicle.

Section 38.3. New Housing Units. The Employer agrees when new housing units are available to the public, special Labor Management meetings shall be held to discuss how many bargaining unit positions will be needed.

Section 38.4. Physicals. When it is necessary and required by the Employer for an employee to have a physical examination, it shall be paid for by the Employer. When it is necessary for an employee to be inoculated against contagious diseases, the Employer shall reimburse said employee. The employee may utilize his or her family doctor which must be verified.

Section 38.5. Grace Period. An employee shall not be considered tardy for work if late ten (10) minutes or less at the beginning of a shift, not to exceed one (1) time within a month.

Section 38.6. The Employer agrees that each employee's accumulated sick time and vacation leave will appear on the employee's pay stub each pay period.

Section 38.7. All bargaining unit maintenance employees will not be required to participate in the actual set out of personal property and belongings of LMHA tenants during court eviction proceedings.

Section 38.8. No employee shall be required to perform duties of a personal nature for any other employee, including supervisor(s), and there shall be no retaliation against any employee because of a refusal to perform such duties or carry out a personal favor, whether during working hours or thereafter.

Section 38.9. Every employee and the public is entitled to equitable and courteous treatment by all other agency employees at all times. The use of language which would be commonly accepted as insulting, degrading, or intimidating and/or any other form of harassment will not be permitted in any working situation.

Section 38.10. Training. The Lucas Metropolitan Housing Authority will provide training to assist employees to keep pace with changes in technology, as funding permits.

Section 38.11. All employees shall be on direct deposit of paychecks to a banking institution of their choice.

Section 38.12. On a day to day basis an employee shall notify the front desk at Central Office (419) 259-9400 no later than one-half (1/2) hour before the shift begins when that employee is using sick leave, will be late for work, or absent for the day for a good reason.

ARTICLE 39 **SAVINGS CLAUSE**

Section 39.1. It shall be the intent of the Employer and the Union that this Agreement comply with applicable legal statutes. If any paragraph or part thereof is declared invalid by a court of law, the remainder of the Agreement shall remain intact and valid. In the event some portion of this Agreement is deemed invalid, the Employer and Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision.

ARTICLE 40 **MODIFICATION**

Section 40.1. Amendments and modifications of this Agreement may be made by mutual agreement of the parties of this Agreement.

ARTICLE 41
MAINTENANCE OF STANDARDS

Section 41.1. The Employer agrees that all conditions of employment relating to hours of work, overtime, and all working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this contract and the conditions of employment shall be improved wherever specific provisions for improvements are made in this Agreement.

ARTICLE 42
SAFETY/HEALTH

Section 42.1. The Employer and the employee shall maintain a safe and healthful work place, free from recognized hazards.

Section 42.2. The Labor/Management meetings shall also consist of a subcommittee of Union members and Management persons for Safety and Health. In those meetings, the rules and regulations for the Risk Management Committee will be consummated. The Union will select the union representatives for this subcommittee. The Employer shall have the right to remove members from the committee.

Section 42.3. First Aid Kits and Fire Extinguishers shall be located at each appropriate work station(s) and on specific equipment as determined by Management.

Section 42.4. The Employer shall furnish safety shields, safety gloves, blankets, rain gear, and hip boots. Such issue is for each work area and is not personal issue.

Section 42.5. The Employer shall provide a safety training program for all employees at the Authority.

Section 42.6. Where the Employer and Union agree(s) on subject of safety, said subjects may be formulated into safety training for all employees.

ARTICLE 43
WORK RULES

Section 43.1. New work rules or changes in existing work rules shall not go into effect until the Union has at least one (1) week advance notice.

Section 43.2. Work rules shall be applied uniformly throughout LMHA. Work rules shall be reasonable.

Section 43.3. Disputes regarding work rules and changes thereof shall be submitted to Step 2 of the grievance procedure. If the dispute is not resolved at Step 2, then the Parties agree to submit the

dispute to arbitration within thirty (30) days after the conclusion of Step 2 of the grievance procedure.

Section 43.4. Copies of any existing work rules shall be provided to the Union.

Section 43.5. The Union agrees that the Employer has the right to establish employment work rules. Said rules shall not supersede the provisions of this Agreement.

ARTICLE 44 **SPECIAL OVERTIME**

Section 44.1. When the entire work force is sent home early, or not required to work due to severe weather or disaster, those employees who are nevertheless required to work shall receive double time (2X) for hours worked.

Section 44.2. If a segment of the work force is sent home early, or not required to work due to severe weather or disaster, those employees in that segment of the work force required to work under the same adverse conditions shall receive double time (2X) for hours worked.

ARTICLE 45 **UNION BULLETIN BOARDS**

Section 45.1. The Employer shall provide Union bulletin boards. There shall be one (1) bulletin board in each designated department site and one (1) in Central Office. These boards are to be used exclusively for Union information. The designated department sites shall be determined through the Labor-Management process.

ARTICLE 46 **EMPLOYEE EVALUATION**

Section 46.1. The Employer agrees that employees shall be evaluated in private by the supervisor administering the evaluation. An employee, who so desires, may have his/her Union steward present during the interview. It is recognized by both parties that the Union steward shall serve solely as an observer during the interview. Each employee shall have the right and opportunity to write a rebuttal to the evaluation. The rebuttal shall be attached to the evaluation and shall become part of the employee's personnel file.

The Employer agrees that evaluations herein shall not be utilized as a disciplinary tool but as an assessment tool.

Employees are required to complete the Self Appraisal Form supplied to them by the Employer. Such forms shall be submitted to the Executive Director.

If a member of Management with higher authority than the supervisor modifies the evaluation, the change(s) shall be entered upon the evaluation prior to review with the employee.

ARTICLE 47 **UNIFORMS**

Section 47.1. LMHA will provide five (5) work shirts for each maintenance employee in the first year and a half of this Agreement and an additional 5 work shirts in the second year and a half of this Agreement for each maintenance employee. Replacements of these shirts for any reasons, shall be paid one-half (½) by the Employer and one-half (½) by the employee. Each maintenance employee is required to wear the LMHA work shirt or LMHA coverall. Maintenance employees may substitute work shirts for T-shirts at the ratio of two (2) t-shirts for one (1) work shirt.

Section 47.2. LMHA shall determine a sufficient number of coveralls and knee pads at each management area to accomplish work requirements. Such coveralls and knee pads are issued by management area and are not personal issue. A sufficient number of coveralls shall mean one issue per maintenance employee plus three (3) “overage” issue for the care of his coverall issue, per management station. Each employee shall be responsible for the care of his coverall issue, as well as the five (5) work shirts.

Section 47.3. LMHA will reimburse bargaining unit employees who are required to wear work boots on their job a maximum allowance of one hundred dollars (\$100.00) for work boots. LMHA will establish safety standards for the purchase of work boots and the employee will be reimbursed upon presentation of a receipt indicating his purchase of the appropriate work boots.

All such personnel who are required to wear work boots on their job must make their purchase within two (2) months after the execution date of this Agreement. If during the second two (2) years of the labor agreement the employee requires replacement pair(s) of work boots, LMHA will reimburse the employee fifty percent (50%) of the costs of the replacement pair, but not to exceed one hundred dollars (\$100.00) per pair. An employee will not receive more than one (1) reimbursement in an agreement year. The employee must notify his supervisor when his work boots need to be replaced. It is expected that work boots be worn by the employee only while on duty.

ARTICLE 48 **NO STRIKE/LOCK OUT**

Section 48.1. The Union agrees that neither its members, officers, or representatives, individually or collectively, will cause, authorize, or instigate a strike during the term of this contract.

Section 48.2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lock out of members of the bargaining unit.

ARTICLE 49
DRUG AND ALCOHOL TESTING

Section 49.1. In order to maintain a safe and healthful work environment, the Employer reserves the right to set standards for employment and to require employees to submit to physical examinations including blood and/or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.

Section 49.2. In a case in which an employee is acting in an abnormal manner, and where the Employer has a reasonable suspicion to believe that the employee is under the influence of the substance referenced in Section 49.1 above, the Executive Director/Designee will be advised in accordance with Section 49.3 below. For purposes of the above, "reasonable suspicion" means suspicion based on personal observation by an Employer representative, including but not limited to, descriptions of appearance, behavior, speech, breath, or inexplicable behavior.

Section 49.3. Any management employee or representative who entertains this reasonable suspicion of substance abuse will complete a "reasonable suspicion" documentation form. Once this form has been completed and communicated to the Executive Director/Designee, the Executive Director/Designee may either contact the Union representative to suggest treatment, or may require the employee to go to a medical clinic, at the Employer's expense, to provide either blood and/or urine specimens.

Section 49.4. If requested, the employee will sign a consent form authorizing the clinic to withdraw a specimen of blood and/or urine and to release the test results to the Employer.

Section 49.5. Any bargaining unit employee who has been ordered to undergo blood and/or urine testing may, upon timely request, be accompanied to the testing site by a steward or supervisor if available. Under no circumstances will a test be delayed due to the absence or tardiness of the employee's representative.

Section 49.6. A refusal to provide either blood or urine specimen will constitute insubordination and a presumption of impairment, and may result in discharge.

Section 49.7. Any employee tested in accordance with the above procedure may, if the test results are positive, request immediate retesting at the Employer's expense; or may request, in advance of the original test, that a portion of the original specimen be delivered to a third party for testing at the employee's expense.

Section 49.8. The results of any such test will constitute medical information and will remain confidential save for their use in official safety investigations, criminal prosecution of the employee, or any action necessary to defend the discharge or discipline of the employee.

Section 49.9. If the above test fails to disclose a positive concentration of controlled substance, the reasonable suspicion documentation form will be expunged.

Section 49.10. Random drug testing will not be permitted except as provided in Section 49.12.

Section 49.11. Any substance abuse test conducted under this policy must conform with the “Mandatory Guidelines for Federal Workplace Drug Testing Programs” as promulgated by the U.S. Department of Health and Human Services, April 11, 1988 (53 FR 11170), as they may be amended.

Section 49.12. An employee tested in accordance with the above procedure, if the tests results are positive, and if the employee is not guilty of other misconduct, will be offered rehabilitation for the first offense (positive result). The Employer’s responsibility for rehabilitation will be that covered by Group Insurance. If the employee refuses rehabilitation he will be subject to disciplinary action. An employee who has been through rehabilitation may be retested by the Employer randomly during the one (1) year period following rehabilitation. A second offense (positive test result) will result in disciplinary action up to and including termination. Such disciplinary action by the Employer for the second offense will not be subject to appeal under the Grievance Procedure contained in the Collective Bargaining Agreement. This section does not preclude criminal prosecution by proper authorities.

Section 49.13. The Employer shall provide drug/alcohol awareness training for employees at least once per contract.

Section 49.14. Post accident testing will be performed on an employee under the following circumstances:

The employee is subject to reasonable suspicion as noted in Section 49.2 and 49.3 of this article.

The employee is involved in an at fault vehicle accident or an at fault non-vehicular workplace accident, and

Property damage is \$1,000 or more.

ARTICLE 50 **OPERS PICKUP**

Section 50.1. The Employer will pick-up through the salary reduction method the contributions of bargaining unit employees to the Ohio Public Employees Retirement System.

Section 50.2. The Union agrees that this method of “pick-up” is one which requires no additional outlay of monies by the Employer.

ARTICLE 51
DURATION/TERMINATION

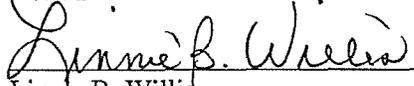
Section 51.1. This Contract shall be effective as of December 1, 2013, and shall remain in effect and in full force until December 1, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before September 1, 2016, prior to the termination or anniversary date that it desires to terminate or modify this Contract. In the event that such notice is given, negotiations shall begin no earlier than ninety (90) days prior to the anniversary date nor later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective until notice of this Contract is provided to the other party in the manner set forth in the following section.

Section 51.2. In the event that either party desires to terminate this Contract, written notice must be given to the other party not less than ten (10) days prior to the anniversary date set forth above in Section 1. Mediation agencies (Federal Mediation and Conciliation Service) acceptable to both parties may enter negotiations at the request of both parties.

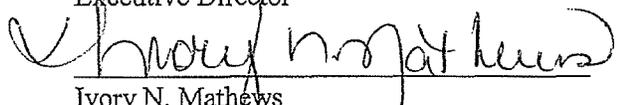
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this agreement at Toledo, Ohio, this 11th day of July 2014.

FOR THE EMPLOYER:



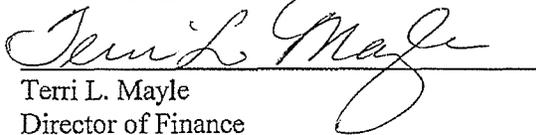
Linnie B. Willis
Executive Director



Ivory N. Mathews
Deputy Executive Director



Pamela T. Gilbert
Director of Human Resources

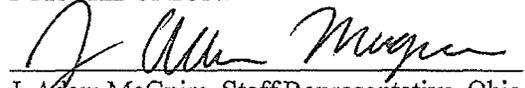


Terri L. Mayle
Director of Finance



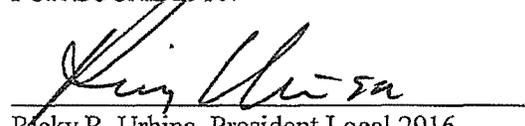
Patrick Hire
Management Consultant

FOR THE UNION:

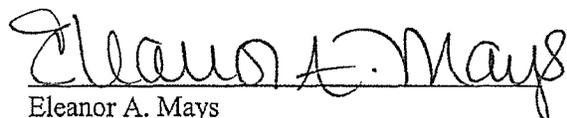


J. Adam McGuire, Staff Representative, Ohio
Council 8, AFSCME, AFL-CIO

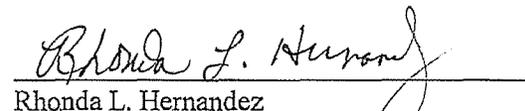
FOR LOCAL 2916:



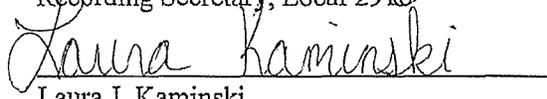
Ricky R. Urbina, President Local 2916



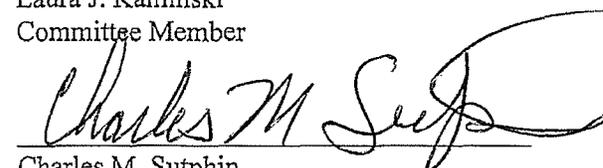
Eleanor A. Mays
Vice President and Chief Steward, Local 2916



Rhonda L. Hernandez
Recording Secretary, Local 2916



Laura J. Kaminski
Committee Member



Charles M. Sutphin
Committee Member

APPENDIX A
WAGES

Effective December 1, 2013, there shall be a wage freeze for the duration of the agreement.

Upon signing the Agreement, each bargaining unit employee employed by LMHA on or before December 1, 2013, shall receive a one (1)-time lump sum payment of \$650.00.

On or about December 1, 2014, and December 1, 2015, the Employer agrees to meet with three (3) members of the Union for the purpose of reviewing the financial status of the LMHA. As a result of this meeting, the Employer may, at the sole discretion of the LMHA, increase the wages of bargaining unit employees or issue a non-discretionary lump sum. The meeting described herein, shall not be construed as requiring the LMHA to bargain or require the LMHA to modify the labor agreement in any manner.

APPENDIX B
EFFECTIVE DECEMBER 1, 2013

CLASSIFICATION	85% of JOB RATE	FULL JOB RATE
Accounting Specialist		21.14
Clerical Specialist	14.79	17.40
Clerk Aide		12.38
Clerk Receptionist.....	14.79	17.40
FSS Specialist		18.79
Housing Specialist		18.79
H.V.A.C./R. Technician.....		22.26
Inspection Technician		18.79
Janitor.....		11.44
Laborer	15.65	18.42
Maintenance Mechanic I.....		19.57
Maintenance Mechanic II.....		20.40
Maintenance Mechanic III		21.39
Management Aide		19.77
Management Secretary.....		19.77
Renovation Specialist		21.39
Service Coordination Specialist.....		18.79

APPENDIX C-1

**ACKNOWLEDGEMENT OF EMPLOYER'S INFORMATION
REGARDING THE DRUG FREE WORKPLACE ACT
POLICY AND DRUG TESTING POLICY**

Please sign below and present this acknowledgement slip to your supervisor for inclusion in your personnel file.

The Lucas Metropolitan Housing Authority supports the Drug Free Work Place Act of 1988. Consequently, any unlawful manufacture, distribution, dispensation, possession, or use of controlled substances which take place, in whole or in part in the work place by employees is strictly prohibited and violators will be subject to discipline.

I hereby acknowledge the following:

1. I understand and support the Authority's Drug Free Work Place Policy and Drug/Alcohol Testing Policy;
2. I agree to refrain from violating this policy while in employ of the LMHA;
3. I understand that a violation of the policy may result in discipline which may include termination from employment when supported by evidence;
4. I acknowledge that I have been warned that drug testing of employees will be conducted where there is individualized reasonable suspicion of drug/alcohol use or drug/alcohol impairment.

_____/_____
Signature of Employee (Date)

_____/_____
Witness (Date)

APPENDIX C-2

**OBSERVED BEHAVIOR
REASONABLE SUSPICION RECORD**

Office Use Only				
Employer Number _____				
Location _____				
Incident Number _____				
Employee's Name	Date Observed	Time From _____ a.m. p.m. Observed To _____ a.m. p.m.		
Address of Incident:	Street	City	State	Zip Code

This Observed Behavior Reasonable Suspicion form must be completed by a management employee prior to ordering any blood or urine test.

The management employee who completes this form must have personally observed the behavior documented by this form. If an anonymous tip is received concerning an allegation of employee substance abuse, it must be independently verified by a management employee using this form.

1. OVERALL APPEARANCE:
 NORMAL _____ CONFUSED _____ SLEEPY _____
 CLOTHING _____ CLEANLINESS _____
 DESCRIBE: _____

2. PHYSICAL INDICIA: IMPAIRED COORDINATION _____
 BREATH _____
 DESCRIBE: _____

**OBSERVED BEHAVIOR
REASONABLE SUSPICION RECORD — CONTINUED**

3. BEHAVIOR: OBSERVED IN POSSESSION OF SUSPECTED DRUG
PARAPHENALIA _____ IRRITABLE _____ MOOD SWINGS _____
INAPPROPRIATE GAIETY _____ LETHARGY _____
DESCRIBE: _____

4. OTHER:
DESCRIBE: _____

WITNESSED BY:

SIGNATURE	TITLE	PREPARATION DATE	TIME
-----------	-------	------------------	------

SIGNATURE	TITLE	PREPARATION DATE	TIME
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**APPENDIX D
LUCAS METROPOLITAN HOUSING AUTHORITY**

RETURN-TO-WORK PROGRAM

1.0

The LMHA, in accordance with ADA and applicable state laws, will make every reasonable effort to assist employees in remaining productive during temporary partial disability, or in finding alternative placement within the organization in the event of occupational and non-occupational accident, injury or illness. Participation by employees for non-occupational accident, injury, or illness will be voluntary.

2.0

This policy pertains to all regular full-time employees who are medically capable of returning to work in some modified or adjusted form of employment in which positions are available to accommodate the modified or adjusted form of employment.

3.0 Definitions

- 3.1 **Modified Return-To-Work:** A program for the temporary placement of any full-time employee who is temporarily unable to perform his/her normal job duties but who has been released by their physician to return to work in a limited capacity.
- 3.2 **Modified Job Description:** Employee's job duties are temporarily modified as a result of the employee returning to work with medical restrictions from any work related or non-work related accident, injury or illness.
- 3.3 **Modified Work Assignment:** Employee is placed into a temporary job assignment (different from the job they would normally be doing) in which the employee is capable of performing the tasks based on his/her medical restrictions (or could be trained to do on a different job in a very short period of time).
- 3.4 **Temporary:** The time frame is 8 weeks or less, a maximum of forty (40) workdays.

4.0 Purpose

The intent of the Modified Return-To-Work Program is to benefit the employees and the LMHA. Those benefits include:

- 4.1 Helping speed the recovery process.

- 4.2 Continuing the employee's contribution to the organization's productivity.
- 4.3 Preventing unnecessary loss of valuable employee knowledge and experience.
- 4.4 Maintaining continuity of department and company operations to the maximum extent feasible, by attempting to provide modified job descriptions or assignments until an employee is deemed to be medically capable of returning to their normal job capacity.

5.0 Applicability

This procedure applies to all employees and is intended to return employees who have been deemed to be capable of productive work, by competent medical authorities, where such work can be reasonably provided by the LMHA.

- 5.1 Participation in the Return-To-Work Program is mandatory for an occupational accident, injury, or illness and voluntary for a non-occupational accident, injury or illness.
- 5.2 An employee performing work under a modified job description will continue to be compensated at the employee's regular rate of pay. The employee will also maintain the right to bid on posted positions.
- 5.3 Once the employee is established as the successful bidder, he/she must be able to perform the essential functions of the new position, with or without reasonable accommodation, within twenty (20) workdays.

6.0 Procedure Return to Modified Job Description

- 6.1 When reduced work capability results from an occupational related accident, injury, or illness, the employee shall be offered an appropriate modified job description within his/her department first. If no such modified job within the department exists, then within the LMHA if such modified job exists.
- 6.2 The cognizant physician(s) makes the ultimate decision to determine an employee's capability to return-to-work after any accident, injury, or illness. St. Vincent's Occupational Health Services Center makes the decision as to whether the employee's capability to return to work fits within the scope of the LMHA's modified job as defined in Section 3.2 above.
- 6.3 Any modified job description must result in the employee performing meaningful work that includes productive output.

- 6.4 Without disrupting the department's production or production-related operations, the employee's immediate supervisor and Human Resources should make every effort to create a suitably modified job description for the returning employee.
- 6.5 Prior to the employee returning from a non-occupational accident, injury, or illness to a modified job description, St. Vincent's Occupational Health Services Center shall consult with the treating physician, immediate supervisor and Human Resources regarding the employee's medical restriction(s). They will then evaluate the modified job description to ensure the employee will not be required to perform duties that would further aggravate the condition. If there is a disagreement between St. Vincent's Occupational Health Services Center and the employee's personal physician regarding the medical restrictions, a third opinion by a mutually agreed upon physician shall prevail.

7.0 Return to Modified Work Assignment

- 7.1 If the department supervisor/manager, in conjunction with Human Resources, determines that the employee's medical restrictions will not allow for a modified job description in the usual work area, then Human Resources shall determine a possible modified work assignment in another area which the employee will be able to perform without injury.
- 7.2 The department director and Human Resources shall observe and analyze the job tasks in specific detail and review them with the occupational health-treating physician to determine if the assignment is feasible for the employee based on his/her restrictions. (See Section 6.5.)
- 7.3 If it is determined that the modified work assignment is suitable for the employee, Human Resources will determine whether accommodation is possible, and when that transaction may occur.
- 7.4 In some instances, the treating physician may feel the injured employee can perform the modified work assignment and the employee might refuse such an assignment. If the physician is convinced that the injured employee can perform the modified work assignment without further detriment to himself/herself and the employee refuses to work, the employee will not be eligible for paid injury leave for an occupational accident, injury, or illness. The final determination shall be made by St. Vincent's Occupational Health Services Center, the Director of Human Resources and the treating physician.

8.0 Responsibilities

- 8.1 Ensure all supervisors and employees are provided with information relative to this procedure, which also explains their responsibilities under this procedure.

- 8.2 Maintain an accident/injury/illness Return to Work Program Evaluation Form (see attachment) for use by health care providers which establishes the position relative to returning to a modified work assignment or modified job description.
- 8.3 Ensure supervision and employees are educated relative to the importance of this procedure and modified return-to-work efforts.
- 8.4 Human Resources will ensure that employees are afforded the opportunity to utilize the LMHA medical provider for initial and follow-up treatment. (*Note: in emergency situations for occupational and non-occupational injuries/illnesses, treatment should be secured from the closest medical provider; i.e., emergency room.*) If there is a disagreement between St. Vincent's Occupational Health Services Center and the employee's personal physician regarding the medical restrictions, a third opinion by a mutually agreed upon physician shall prevail.
- 8.5 The Human Resources Director shall keep updates on the status of the employee's capabilities and limitations, through contact with the treating physician as noted on the return to work certification.
- 8.6 The appropriate supervisor and/or department head shall review the Return to Work Program Evaluation Form and recommend appropriate actions on applicable modified job descriptions to Human Resources.
- 8.7 The injured employee is to be supplied with the Return-To-Work Program Evaluation Form.
- 8.8 St. Vincent's Occupational Health Services Center or another LMHA designated entity will be responsible for the job analysis and developing the modified job descriptions.

9.0 Department Supervisor

- 9.1 Shall ensure that any potential lost time accident, injury or illness is immediately reported to Human Resources.
- 9.2 Shall ensure that every effort is made to locate a modified job description for the returning employee.
- 9.3 Shall adhere to all restrictions as designated by the medical provider and in accordance with the modified job description.

10.0 Human Resources

- 10.1 Assist the department supervisor in locating an alternative job when the returning employee cannot be placed in a modified job description in his/her usual work area.

11.0 Employee

- 11.1 Responsible to report all work related accidents, injuries, and illnesses as soon as possible to supervision or no later than 24 hours.
- 11.2 Cooperate with treating physician and the LMHA in a productive return-to-work and rehabilitation effort.
- 11.3 Ensure the Return to Work Program Evaluation Form is completed by the treating physician and returned to Human Resources.

CONFIDENTIAL

Evaluation Form

Employee Name _____ Department _____

Supervisor _____ Date _____

Background Information: The LMHA has a "Return-To-Work Program." The purpose of the program is to return injured/ill employees to the work environment as quickly as possible. The LMHA will attempt to find suitable work for employees within the limitations outlined below, during their recovery period. The nature of the tasks that are performed in our agency may not permit us to accommodate a great variety of limitations. Return-to-work may not be feasible in all instances.

Attending Physician Statement: The above named employee has been treated and/or evaluated by me. My initial diagnosis and recommendations are as follows:

Diagnosis: _____

- () No limitations. Return-to-work on: _____
- () Injury prevents employee from returning to work in any capacity.
- () May return-to-work with the following limitations. Please complete the following:

	Permitted			Limitations
Walking	()	Yes	() No	_____
Standing	()	Yes	() No	_____
Driving	()	Yes	() No	_____
Lifting	()	Yes	() No	_____
Sitting	()	Yes	() No	_____
Other	()	Yes	() No	_____
Recheck	()	Yes	() No	Date: _____

Limitations remain in effect until (date) _____

Form #10-98-001

