

13-MED-10-1383

0071-02

K#30351

STATE EMPLOYMENT  
RELATIONS BOARD

2014 JAN 10 P 3:21

## AGREEMENT

BETWEEN  
ASHTABULA METROPOLITAN HOUSING  
AUTHORITY



AND

TEAMSTERS LOCAL UNION NO. 377



JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

## INDEX

ARTICLE 1.	PREAMBLE	PG. 1
ARTICLE 2.	UNION RECOGNITION	1
ARTICLE 3.	UNION SECURITY	1
ARTICLE 4.	DEDUCTION OF UNION DUES	1
ARTICLE 5.	PLEDGE AGAINST DISCRIMINATION AND COERCION	2
ARTICLE 6.	UNION VISITATION AND ACTIVITIES ON EMPLOYER'S PREMISES	2
ARTICLE 7.	STEWARDS, GRIEVANCES, AND PROCEDURES	3
ARTICLE 8.	SENIORITY	5
ARTICLE 9.	SENIORITY LIST	6
ARTICLE 10.	OVERTIME	6
ARTICLE 11.	JOB VACANCIES	7
ARTICLE 12.	LAYOFF, JOB ABOLISHMENT, RECALL	8
ARTICLE 13.	LEAVES OF ABSENCE	10
ARTICLE 14.	JOB CLASSIFICATIONS	12
ARTICLE 15.	WORK BY SUPERVISORS	12
ARTICLE 16.	WORK SCHEDULE	12
ARTICLE 17.	SICK LEAVE AND LEAVE OF ABSENCE	13
ARTICLE 18.	CONVERSION OF SICK LEAVE	14
ARTICLE 19.	CONTRACTING OUT WORK	14
ARTICLE 20.	TEMPORARY RATE OF PAY	15

<b>ARTICLE 21.</b>	<b>HOSPITALIZATION PLAN</b>	<b>15</b>
<b>ARTICLE 22.</b>	<b>HOLIDAYS</b>	<b>16</b>
<b>ARTICLE 23.</b>	<b>VACATIONS</b>	<b>17</b>
<b>ARTICLE 24.</b>	<b>HEALTH AND SAFETY</b>	<b>18</b>
<b>ARTICLE 25.</b>	<b>WORK RULES</b>	<b>19</b>
<b>ARTICLE 26.</b>	<b>AGREEMENT</b>	<b>19</b>
<b>ARTICLE 27.</b>	<b>SUPERVISORS</b>	<b>19</b>
<b>ARTICLE 28.</b>	<b>WAGES AND CLOTHING</b>	<b>20</b>
<b>ARTICLE 29.</b>	<b>BARGAINING UNIT</b>	<b>20</b>
<b>ARTICLE 30.</b>	<b>DISCIPLINARY PROCEDURES</b>	<b>21</b>
<b>ARTICLE 31.</b>	<b>NEGOTIATIONS</b>	<b>21</b>
<b>ARTICLE 32.</b>	<b>OVERTIME SCHEDULE</b>	<b>23</b>
<b>ARTICLE 33.</b>	<b>DURATION</b>	<b>23</b>
<b>ARTICLE 34.</b>	<b>LONGEVITY</b>	<b>23</b>
<b>ARTICLE 35.</b>	<b>ENTIRE AGREEMENT</b>	<b>24</b>
	<b>SIGNATURE PAGE</b>	<b>24</b>

**ARTICLE 1.**

**PREAMBLE**

1.1 This Agreement made and entered into on the date signed, by and between Ashtabula Metropolitan Housing Authority, hereinafter referred to as the "Employer", and Brotherhood of Teamsters Local #377, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

1.2 The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, and to secure a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences as to the terms of this Agreement between parties.

**ARTICLE 2.**

**UNION RECOGNITION**

2.1 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 in the bargaining unit.

2.2 Whenever the male pronoun is used in this Agreement, it should be considered to mean female as well.

**ARTICLE 3.**

**UNION SECURITY**

3.1 It is hereby agreed that all present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members of the Union during the effective term of the Agreement.

3.2 It is further agreed that employees covered by this Agreement who shall become members of the Union following the effective date of this Agreement shall remain members of the Union for the duration of this Agreement.

**ARTICLE 4.**

**DEDUCTION OF UNION DUES**

4.1 The Employer agrees to deduct monthly Union dues and Initiation Fees in whatever sum is authorized by the Union from the pay of employees who sign or have signed an authorization or check-off card.

4.2 Deductions will be made from the pay earned during the first pay period of each month. In the event any employee whose pay is subject to deductions and has an insufficient amount to deduct, his deductions shall be made from the first pay period of



**ARTICLE 7.**

**STEWARDS, GREIVANCES, AND PROCEDURE**

7.1 The Employer recognizes the right of the Union to designate Job Stewards and their Alternates. The authority of the Job Stewards and Alternates shall be limited to, and not exceed, the following duties and activities:

- a) The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- b) The transmission of information and messages which originate with, and are authorized by the Local Union or its officers, provided that such messages are reduced to writing. If not reduced to writing, such messages or information shall be of a routine nature and will not involve work stoppages, slowdowns, refusal to handle goods, or any other interferences with the Employer's business.

7.2 Stewards and/or Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

7.3 Either the Steward or his alternate, after reporting to the immediate supervisor (defined as the Executive Director or Director of Operations) during normal working hours, shall be permitted to investigate, present, and process grievances on the premises of the Employer without loss of pay, provided employee notifies immediate supervisor. Stewards, during normal working hours, after reporting to their immediate supervisor, shall be permitted to investigate, present, and process grievances on the premises of the Employer without loss of pay.

7.4 It is the understanding of the parties hereto that there shall be a maximum of one Steward and one Alternate Steward for the bargaining unit and the Union shall certify to the Employer the names of the said Stewards within thirty (30) calendar days of the appointment of said Steward. Either the Steward or the Alternate Steward shall have the right to join the union representative in all necessary Union activities during regular working hours. It is the understanding of the parties hereto that there shall be a maximum of one Steward and one Alternate Steward for the bargaining unit and the Union shall certify the names of the said Stewards within thirty (30) days of the appointment of said Steward.

7.5 **Grievances.** A grievance is hereby jointly defined to be a controversy, complaint, misunderstanding or dispute concerning the interpretation of the provisions of this Agreement. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the Employer and the employee. Actions by either the Employer or the Union which tend to impair or weaken the grievance procedure are improper.

**7.6 Procedure.** a) The Union or Employee shall file a written grievance with the immediate supervisor within 12 calendar days of the incident.

b) The Union Steward and the Employer shall meet and confer concerning the grievance no later than 5 calendar days from the date of grievance filing.

c) Employer shall respond to the grievance in writing no later than 10 calendar days from the date of conference stated in 7.6 (b) above.

d). If the grievance remains unresolved the Union has a right to submit the grievance to an Arbitrator from the Federal Mediation and Conciliation Service (FMCS) within 30 calendar days to the mediation conference.

e). The fees and expenses of the arbitration shall be borne equally by the Union and the Employer.

**f). Power of Arbitrator.**

i. The arbitrator shall be empowered, except as limited below, after due investigation, to make a decision in case of a claim based upon interpretation, meaning, or application.

ii. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this contract

iii. The arbitrator shall have no power to change the Employer's officially adopted salary schedule.

g). **Arbitrator.** The Arbitrator shall issue his decision within thirty (30) calendar days after submission of the case to him.

h). **Decision of Arbitrator.** All decisions rendered by the Arbitrator or pre-arbitration settlements shall be final, conclusive, and binding on the Employer, the Union, and employee(s).

i). A grievance may be withdrawn by the issuing party at any time. Any withdrawal of a grievance shall not be prejudicial to the decisions of the parties as they relate to that grievance or any future grievances.

j). **Policy Grievance.** A policy grievance which affects a number of employees may be initially presented at Step 7.6 of the grievance procedure.

k). **Time Limits.** If the Union fails to respond within the time limits set forth in the grievance procedure herein, the case shall be dismissed by the Arbitrator. If the Employer fails to respond to the grievant according to the terms of the grievance procedure herein, the grievance shall be granted.

- l). Calendar days are defined as all days of the week.

**ARTICLE 8.**                      **SENIORITY**

**8.1 Bargaining Unit.** Bargaining unit seniority shall be defined as an employee's length of continuous service with the Employer as determined by the most recent date of hire as a regular employee.

**8.2 Department Seniority.** Department seniority shall be defined as the employee's continuous length of service within a particular department, measured from the date of entry into each department. Department seniority shall prevail in connection with the awarding and filing of positions as is set forth in Article 11, Job Vacancies, and will also prevail in connection with any reduction in force as is set forth in Article 12, Layoff.

**8.3 Probationary Period.** There shall be a probationary period of ninety (90) calendar days following the Employer's approval of the hiring of a new employee to allow the Employer to determine the fitness and ability of the new employee to do the work required. At any time during the probationary period, the new employee may be terminated for any legitimate reason. During the probationary period, a new employee shall have no seniority rights. Employees retained beyond the ninety (90) calendar days probationary period shall have their seniority computed as of their date of hire.

**8.4** In the event two or more employees have been hired on the same day, seniority shall be determined by their application date.

**8.5 Accrual of Seniority.** Seniority shall accrue for all time an employee is on active pay status, is laid off and still on the recall list, or is receiving Workers' Compensation benefits. Time spent on an Employer-approved leave of absence in excess of one year shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

**8.6 Loss of Seniority.** Seniority shall be lost when an employee retires, resigns, is discharged from employment for just cause, or fails to report to work when recalled from layoff within fourteen (14) calendar days, excluding holidays, from the date on which the Employer sends the employee notice by certified mail (to the employee's last known address as shown on the Employer's record).

**8.7** There shall be one seniority list, which shall be properly maintained at all times by both the Employer and the Union, which list shall include all employees, with a copy furnished to the Union.

**8.8** Contractual employees shall not have seniority.

**ARTICLE 9.**

**SENIORITY LIST**

9.1 The Employer will provide the Union with a seniority list with names, addresses, and phone numbers of all employees within the bargaining unit within thirty (30) calendar days after effective date of this Agreement. The seniority list shall contain the name, job classification, department entry date, and entry date of all employees and hourly wage rate in the bargaining unit. Thereafter, the Employer will provide the Union with an accurate updated seniority list as of May 1 and November 1 of each succeeding year.

9.2 The Employer shall provide the Union with a list of all new employees hired by the Employer within the bargaining unit and such list shall contain their name, address, job classification, department, hourly wage rates and date of hire within 5 calendar days of the new employee's first day of work.

9.3 Within ninety (90) calendar days of the effective date of this Agreement, the Employer shall provide the Union with a brief job description of each classification. This job description will include a list of the minimum qualifications for each classification. The job description and qualifications shall reasonably reflect the actual duties and qualifications as currently being performed.

9.4 The Employer shall provide the Union with a list of employees who quit, retire, terminate, are granted leave of absence, or transfer out of the bargaining unit; and the list shall contain the name, job classification, department, and date of effective action, within 5 calendar days of said action.

The Employer shall provide the Union with a list of employee(s) who are terminated immediately, and the list shall contain the name, job classification, department, and date of effective action.

**ARTICLE 10.**

**OVERTIME**

10.1 The Employer shall be the sole judge of the necessity for overtime work. All routine or emergency overtime shall be offered to the employees on a voluntary basis. If overtime is refused by members of the bargaining unit, the Employer may hire an independent contractor to perform the overtime work. Overtime is not to exceed two (2) hours per day except in a given emergency.

10.2 If a second shift is needed during the life of the agreement, then the parties, AMHA, and the Union will open the contract for the purpose of negotiating a second shift plus differential only. The rest of the contract will remain intact.

10.3 Employees who are offered overtime and for any reason refuse or fail to work shall be credited as if they had worked for purpose of overtime distribution.

10.4 A record of all overtime hours worked by each employee shall be recorded on a list by classification by the Employer. All employees, including the Steward, shall at a reasonable time have an opportunity, if requested, to review the overtime list. All overtime hours shall be recorded on a daily basis.

10.5 Any employee who is required to and does work during his vacation period shall be paid for his regular hours at regular pay and for all overtime hours at a rate of one and one-half (1 ½) his regular rate. In addition, the days of vacation worked shall be rescheduled at a future date at the request of the employee.

10.6 Any employee who is required to work on a legally scheduled holiday shall be paid at a rate of two and one-half (2 ½) times regular rate of pay for all hours worked.

10.7 Overtime pay will be paid for all hours worked in excess of eight (8) hours in any one working day or for all hours worked in excess of forty (40) hours in one (1) week.

10.8 Call-out pay shall be two (2) hours guaranteed. An employee who is called out to work outside his regular hours will be paid one and one-half (1 ½) times his regular rate of pay. Sunday work shall be paid at two (2) times the regular rate of pay.

10.9 Hours worked shall include sick leaves, approved vacation and bereavement leaves, holidays, and all other paid leaves approved by the Employer.

10.10 Bargaining unit members assigned pager duty shall receive five (5) hours of pay at regular rate for one week's pager duty.

## **ARTICLE 11.**

## **JOB VACANCIES**

11.1 **Vacancy Defined.** Vacancies shall be defined as either (a) a position which is open because a bargaining unit member is on leave of absence, approved by the Employer, which is expected to last longer than six (6) months; (b) a regular position which is newly created; or (c) a regular position which is unfilled because of death, retirement, resignation, or termination, and which the Employer intends to fill.

11.2 **Posting of Notices.** In the event that a vacancy arises in a bargaining unit position, the Employer will post a notice of such vacancy. All "regular employees" will have the opportunity to bid upon these vacancies, subject to the bid procedures that are set forth herein. A regular employee is a person who is currently employed. Any person who has not yet successfully completed the ninety (90) day probationary period is not a "regular employee".

11.3 **Bid Procedure.** An employee must make a bid for a vacant position in writing. All bids shall be received by the Employer within ten (10) calendar days of the posting of notice to take bids.

**11.4 Awarding of Position.** Applications shall be considered based upon the following:

- a) Applicants from within the department will be considered for the position based upon their departmental seniority and qualifications.
- b) If there are no applicants from the bargaining unit, or no applicant is qualified to perform the job duties after receiving training and supervision as contemplated by Section 11.5, the position will be awarded to the most qualified person. In determining the most qualified person, the Employer may consider persons from outside the bargaining unit, including persons not employed by the Employer.

For the purpose of this Article, the term “qualifications” is intended to include an employee’s training, education, skills, work experience and/or ability to perform the duties established by the applicable job description.

**11.5 Training Period.** An applicant from the bargaining unit who is awarded a new position shall take the position subject to a ninety (90) calendar day training period. During the training period, the employee shall be given reasonable training and supervision. At any time during that period, the employee may return to his former position. An employee who returns to his former position or does not successfully complete the training period will return without the loss of departmental seniority.

**11.6 Hourly Rate.** When the position is awarded and the employee begins to work, the successful bidder will receive the hourly rate established by the applicable collective bargaining agreement for the new position at the entry level rate of pay for that department, subject to the employee’s successful completion of the applicable probationary or training period.

## **ARTICLE 12.**

## **LAYOFF, JOB ABOLISHMENT, RECALL**

**12.1** The employer (to the extent not in conflict with any specific provisions of this Agreement) reserves the rights, powers and authority such as determining the standards of services, overall budget utilization and organizational structure, and maintaining and enforcing the efficiency and effectiveness of governmental requirements, together with the following rights of management to:

- a) Maintain and improve the efficiency and effectiveness of operations,
- b) Determine the adequacy of the workforce,
- c) Determine the overall mission of the Authority as a unit of government,

- d) And effectively manage the workforce;
- e) But only discipline or discharge for good and sufficient cause

**12.2** Whenever it becomes necessary because of lack of funds or lack of work to layoff employees, the Employer shall first designate to the Union the employees he wishes to reduce the work force. In making such designation, the Employer shall not be arbitrary or capricious. Following such designation, the Employer will lay off employees in the following order:

- a) Employees who have not completed their probationary period as outlined in the Collective Bargaining Agreement.
- b) Remainder of employees in the inverse order of their seniority and qualifications to perform available work.

**12.3** An employee who is laid off shall be able to “bump” (displace) another employee with less departmental seniority in an equal or lower rated classification in the bargaining unit. Employee shall notify the Employer that he wishes to exercise his right to “bump” within five (5) calendar days of receipt of their notification of layoff. The supervisor is to instruct the employee of his new duties. Employees will bump only as low as necessary to avoid layoff.

**12.4** When an employee is promoted outside the bargaining unit, his departmental seniority at the time of promotion shall be “frozen” and he shall retain the right to bump back into the bargaining unit for a period of one (1) year.

**12.5** No new employee shall be hired until all employees on layoff status qualified to perform the work have been recalled.

**12.6** Employees shall be recalled from layoff according to their departmental seniority and qualifications to perform available work.

**12.7** Before any bargaining unit employee is given layoff notice under 12.2 above, the Employer and the Union will meet immediately for the purpose of attempting to find an available job within the bargaining unit, in accordance with the layoff procedure. The Union shall receive a copy all layoff notices.

**12.8** A recalled employee shall be notified by certified mail (sent to his last known address shown on the Employer’s records) of the recall and shall have ten (10) calendar days to reply to the recall notice. Employees failing to reply within that time period shall be considered to have terminated himself. A copy shall be sent certified to Union.

**12.9** A laid off employee shall accumulate seniority during any period of layoff and there shall be no break in his service time. Employees who are laid off shall remain on the recall list for a period of one (1) year.

12.10 Employees (regular full-time) shall be given a minimum of fourteen (14) calendar days, excluding holidays, advance written notice of layoff indicating the circumstances which make the layoff necessary.

12.11 An employee may waive his seniority right to bump to an equal classification or to a lower classification and take layoff.

### **ARTICLE 13.**                      **LEAVES OF ABSENCE**

13.1 **Sick Leave.** All full-time employees of the Employer shall be entitled to sick leave with pay after satisfactory completion of the probationary period of initial employment. (Probationary employees shall earn sick leave credit during their probationary period.)

13.2 Sick leave shall be accrued at the rate of one and one quarter (1 ¼) days for each month worked in the service of the Employer.

13.3 An employee eligible for sick leave with pay may use sick leave for any absence due to illness, injury, exposure to contagious disease, or due to illness in the employees' spouse, son, daughter, or parent requiring personal attention. This provisions applies to these family members whether residing in the household or not.

13.4 An employee on sick leave shall inform his supervisor of the fact and the reason therefore no later than fifteen (15) minutes after the start of the shift, on the first day of absence. Failure to do so will result in the employee being denied use of sick pay for that day.

13.5 No absence of less than one (1) hour may be charged to sick leave. An employee shall be paid for hours worked prior to leaving due to illness.

13.6 An employee shall not use sick leave for either the day before or the day following a holiday or the employee's scheduled vacation without subsequently providing a statement from the employee's physician as to the medical reason for the use of sick leave. The Executive Director may require such a medical statement for any absence due to sick leave in addition to the requirement set forth in Section 13.7 of this Article.

13.7 Any employee who is absent for reasons of illness for a period of three (3) consecutive working days or more, will, upon his return to work, submit a completed Certificate of Attending Physician to his supervisor.

13.8 Any employee who terminates his employment or his employment is terminated by the Employer, shall receive all their pay for sick leave effective the date of termination of employment for a maximum of one hundred twenty (120) calendar days.

**13.9 Sick Leave Without Pay.** Upon the presentation of medical proof and at the request of the employee, the Executive Director may grant leave without pay up to, but not exceeding, eighteen months (18) due to a catastrophic personal illness.

**13.10 Union Leave.** At the request of the Union, a leave of absence without pay shall be granted to employees required to perform any function on behalf of the Union five (5) working days at a time.

**13.11 Military Leave.** An employee shall be granted a leave of absence without pay for military duty in the Armed Forces of the United States in accordance with Federal and State law. An employee who is a member of the Ohio State National Guard or member of any other reserve component of the Armed Forces of the United States, shall be entitled to a leave of absence without pay for such time as he is in military service on the field of training or active duty.

**13.12 Educational Leaves.** An employee may be granted a leave of absence with pay for educational purposes relating to the operation of the Employer, subject to the approval of the Executive Director.

**13.13** All training for electrical, plumbing or any other category mandated by the Employer shall be through the Vo-Ed School on their premises and employees shall be paid for attending classes with the approval of the Executive Director.

**13.14 Jury and Witness Duty Leave.** An employee called for either jury duty or subpoenaed as a witness shall be granted leave for the period of jury duty or witness service and will be compensated his regular daily wage and jury duty or witness duty. To be eligible for such pay, an employee must present verification of:

- a) His call to jury or witness duty;
- b) The amount received for witness or jury duty fees.

**13.15 Funeral Leave.** 1. Employer shall grant to employee paid funeral leave as follows:

a) Four (4) calendar days for employee's spouse, children, step-children, brother, sister, parents (or step-parents), spouse's parents, grandchildren, or grandparents, son-in-law, or daughter-in-law.

b) One (1) calendar day for an employee's uncle, aunt, niece, nephew, brother-in-law, or sister-in-law.

2. In the event of a death of any other relative, or in the event the funeral services occur more than 100 miles from the City of Ashtabula,

Ohio, the employee shall have the right to use accumulated vacation time to extend the time of funeral leave with prior written approval of the Employer.

3. The Employer shall pay the employee his regular pay rate during the funeral leave stated above. Compensation will be paid only for any employees scheduled work shift that falls in this period.

**13.16 Service Connected Injury.** An injury sustained while performing assigned responsibilities shall be reported on the appropriate accident report form and submitted to the injured employee's supervisor within twenty-four (24) hours after the injury. An application for benefits shall be filed with the Bureau of Worker's Compensation as soon as possible thereafter. The employee shall have the right to apply for wage reimbursement under Worker's Compensation, or use accrued sick leave, but may not use both. An employee shall not be charged sick leave to attend a hearing for Workers' Compensation or a medical exam as a result of an on-the-job injury. Employee must give his supervisor at least two (2) working days' advance notice. Employee must present proof of attending the hearing or for medical exam to the Employer.

**13.17 Donation of Sick Leave.** In the event an employee is catastrophically ill with an illness and uses all of his sick leave, another employee may donate up to two (2) days of their accumulated sick leave to that employee, provided accumulated sick days are legal.

#### **ARTICLE 14.**

#### **JOB CLASSIFICATIONS**

14.1 The Employer shall submit to the Union and employees a description of his job duties in each classification.

#### **ARTICLE 15.**

#### **WORK BY SUPERVISORS**

15.1 The Employer hereby agrees not to use supervisory personnel to perform bargaining unit work to avoid filling a job vacancy, or overtime; however, the Employer may use supervisory personnel when employees in the bargaining unit refuse the work when offered. If employees are not available or off sick, the supervisor can perform the work.

#### **ARTICLE 16.**

#### **WORK SCHEDULE**

16.1 **Work Hours and Days.** Regular hours of work each day shall be consecutive except for interruption for lunch periods. References to consecutive hours of work in the balance of this Article shall be construed generally not to include lunch periods.

16.2 The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday.

16.3 The work day shall consist of eight (8) consecutive hours.

16.4 The work shift shall consist of eight (8) consecutive hours. All employees shall be scheduled to work on a regular starting and quitting time.

16.5 **Rest Periods.** There shall be three (3) fifteen minute rest periods in each work day. To the extent practicable, the first rest period shall be scheduled in the middle of the first half of the day between starting time and lunch period and the second and third rest period shall be evenly scheduled after lunch and before the end of the work day.

16.6 When an employee works beyond his regular quitting time, he shall be entitled to a fifteen minute break between the end of his regular shift and the start of additional work.

16.7 Lunch breaks shall be one-half (1/2) hour and taken at a time established by Management. Such breaks shall be unpaid. Employees may request a longer unpaid lunch break when working at a site necessitating such extended break.

16.8 Rest breaks shall be taken as near as possible to the times mentioned in Section 16.5 above, but under no circumstances shall they be used to take early lunch or quitting time or the extend lunch periods.

## **ARTICLE 17.**

## **SICK LEAVE AND LEAVE OF ABSENCE**

17.1 Any employee who has been absent more than three (3) consecutive days from his job due to illness or injury and is on sick leave, either paid or unpaid, shall, prior to their return to work, present documentation from their physician that they are fit to resume their normal work of job duties. Upon proper medical certification, the employee shall be returned to his regular job.

17.2 Any employee on a requested leave of absence for a stated period of time may return to his job earlier, provided they request in writing to the Employer their desire to terminate their leave, at least one (1) week prior to the date they expect to return, and if leave was for any medical reason, they shall also meet requirements in 17.1 above.

17.3 In the event an employee returns from an extended medical leave of absence, or if the Employer has reason to believe that the employee is not physically or mentally fit to return to duty, The Employer may require that the employee undergo a medical examination by a physician of Employer's choice. The Employer shall be responsible to pay for the examination. The failure of the employee to undergo the examination will make him unable to return to work.





and the employee. However, the employee's portion of the contribution shall not exceed 20% of the total contribution amount.

21.2 The Employer shall continue to pay the premium on health insurance for a period of six (6) months for an employee who is seriously ill or on-the-job injured.

21.3 Employer shall pay employee health insurance premiums for a period of thirty (30) calendar days for an off-the-job injury.

21.4 Contributions to Teamsters Local 377 Health & Welfare Fund shall be made after the sixty (60) day probation period has been completed. There are no Health and Welfare benefits paid for Casuals.

21.5 By the execution of this Agreement, the Employer authorized the Trustees of the Teamsters Local Union #377 Health and Welfare Fund to adopt such rules and regulations necessary for the administration of such, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

21.6 Action for delinquent contributions may be instituted by the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys' fees and costs of collection.

21.7 Contributions to the Health and Welfare Fund must be made for each week on each regular employee, however, if the employee is covered under another Fund by the Union contract, the Employer shall not be required to pay twice on the same employee for the same work week. Casual labor shall not be covered by this Section.

21.8 In the event any healthcare legislation has an effect upon benefit coverage, cost, plan design or imposes any changes in taxation or imposes any charges being levies or assessed, then, this Agreement may be reopened and new provisions negotiated or implemented in accordance with the National Labor Relations Act to address all such legislative effects.

## ARTICLE 22.

## HOLIDAYS

22.1 The following days will be considered as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	Two (2) Floating Holidays
Columbus Day	

22.2 If the holiday falls on the employee's regularly scheduled day-off, the regular work day closest to the holiday shall be celebrated. Except in circumstances of the second crew, holidays that fall on Monday shall be celebrated on the following Wednesday.

22.3 An employee's birthday shall be taken on or after the employee's birthday. This holiday shall be selected by the employee on or near the birthday for use during the calendar year.

22.4 Floating holidays may be taken at any time after the employee completes his ninety (90) day probation period, provided that the employee requests same at least two (2) working days in advance in writing, except in emergencies.

22.5 **Holiday Pay Eligibility.** To be eligible for holiday pay, the employee shall have worked his last regular scheduled work day immediately preceding and immediately succeeding the holiday, unless he is excused by the Employer or is absent for any reasonable purpose. The Employer and the Union shall mutually agree upon "reasonable purpose" in each case.

22.6 **Rate of Pay.** For rate of pay to employee who works on a legally scheduled holiday, see Article 10, Section 10.6, Overtime.

## **ARTICLE 23.**                      **VACATIONS**

23.1 Vacation allowance is as follows:

- One (1) week after six (6) months
- Two (2) weeks after one (1) year
- Three (3) weeks after eight (8) years
- Four (4) weeks after twelve (12) years
- Five (5) weeks after sixteen (16) years

23.2 **Pay in Lieu of Vacation.** All vacations must be taken in the year earned or the vacation will be lost. In case of emergency where any employee cannot take his vacation in the year earned due to the requirements of his job, he will receive his pay in lieu of vacation.

23.3 Vacations will be selected by the employees prior to March 1<sup>st</sup> of each year. In the event employees select the same vacation time, seniority will prevail and the less-senior employee shall make another selection. If the employee fails to select his vacation time before March 1<sup>st</sup> then the Authority will assign the vacation time.

23.4 Vacations shall be taken when selected in accordance with Section 23.4. An employee may change his selection of vacation time after March 1<sup>st</sup> as long as vacation

time is available. The employee shall provide his supervisor at least two (2) weeks notice in writing of the change requested. Two employees may be on vacation at the same time. More than two employees can be on vacation providing all essential work is being performed. An employee may opt to use up to one week of his vacation to be used on a one-day-at-a-time basis. However, the employee exercising this option is required to give his supervisor at least twenty-four (24) hours notice of the use of a day's vacation, subject to the aforementioned limitation concerning the number of employees that may be on vacation at the same time.

**23.5** Employees will not lose their vacation for any reason, except as is provided in Section 23.3. In the event an employee terminates his employment with the Employer, or has his employment terminated by the Employer, he will receive his full, unused vacation pay within thirty (30) calendar days. Also, if the employee terminates employment before his anniversary date, then the last week owed shall be prorated from his seniority date of the previous year to the date of termination.

**23.6 Vacation in Lieu of Sick Leave.** An employee may use his vacation time in lieu of sick leave at his request and without approval of the department head. However, this cannot be done on a day-to-day basis. Such request shall be made in advance of absence.

**23.7 Records.** The accounting department shall keep records of vacation leave allowances for each employee.

**23.8 Legal Holiday.** If a legal holiday falls during the time an employee is on vacation leave, the employee's vacation leave shall be extended by one additional working day. Also, employees can bank holiday at the discretion of the Director, which will not be carried over into the next year.

**23.9 Layoff Vacation Leave.** For vacation rights involved with layoff, an employee may request and receive his earned vacation pay no later than the next pay period.

## **ARTICLE 24.**

## **HEALTH AND SAFETY**

**24.1 Committee.** The Employer and Union hereby acknowledge the continuation of the joint Safety and Health Committee which shall consist of one (1) member appointed by the Employer and one (1) member appointed by the Union. The purpose of this committee is to establish healthful working conditions as well as procedures for the Employer and to encourage all employees to follow said procedures. Union committee employees shall rotate on the committee once a month and the meeting is to last no more than two (2) hours. Also, Union committee employees shall be paid their rate of pay for time spent on the committee, including any overtime to be paid in excess of ten (10) hours per day.

**24.2 Dispute.** In the event of a dispute among the committee or between the committee and the Employer, the Union or the Employer shall have the right to refer said dispute to the third step of the grievance procedure.

**24.3** In the event that the bargaining unit employees encounter conditions which are unsafe or constitute a health hazard, the bargaining unit employees will immediately notify their supervisor. The supervisor will then take appropriate action to address the unsafe or hazardous condition. In the event that the supervisor determines that an emergency exists which requires that bargaining unit members assist with the correction of the problem, proper attire such as disposable coveralls and/or rubber gloves will be provided, together with any support assistance that is deemed necessary by the supervisor.

**24.4** In the event a bargaining unit employee is required to perform work in an occupied or vacant unit and the conditions of that unit are hazardous to the health of the bargaining unit employee or the tenant, the bargaining unit employee will immediately notify his supervisor. Upon being notified, the supervisor will take appropriate action to address the hazardous condition. If the hazardous condition is promptly rectified, the bargaining unit employee will proceed with the completion of the work. If the hazardous condition is not promptly rectified, the clean-up work will be offered to the members of the bargaining unit. If no one from the bargaining unit volunteers to perform the work, an outside contractor may be called in to perform the clean-up work.

## **ARTICLE 25.**                      **WORK RULES**

**25.1** Any work policy rules shall not be in conflict with the terms of this Agreement.

## **ARTICLE 26.**                      **AGREEMENT**

**26.1** It is the intent of the Employer and the Union that this Agreement comply with applicable legal statutes. If it is determined by a court of last resort that any provision of this Agreement is in conflict with the law, such a decision shall not affect the validity of the remaining provisions of this Agreement.

**26.2** If any of these provisions are to be found in conflict with the law, the Employer and the Union will meet within fourteen (14) calendar days of such decision for the purpose of negotiating a lawful alternative provision or provisions.

## **ARTICLE 27.**                      **SUPERVISORS**

**27.1** Supervisors shall not be members of the bargaining unit.



**ARTICLE 30.**

**DISCIPLINARY PROCEDURES**

**30.1** The Executive Director has the right to suspend or terminate an employee from his employment for just cause.

**30.2** In the event a bargaining unit employee's employment is to be suspended or terminated, the Employer agrees: (a) to provide the individual with written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action; (b) to provide the individual the opportunity to have a predisposition hearing before the Executive Director; and (c) to provide the individual with a written decision following the hearing stating the nature of the disciplinary action to be taken and the reasons therefore. The employee has the right to have Union representative throughout the entire disciplinary procedure. Any disciplinary action taken may be challenged by the employee through the grievance procedure.

**30.3** The Executive Director shall notify the Union's Business Agent of any suspension or discharge by providing the Business Agent with a copy of the written notice to be sent to the employee.

**30.4** All discipline verbal warnings shall remain in the Employee's personnel file a period of three (3) years. All written discipline warnings shall remain in the Employee's file for two (2) years. If the discipline results in a suspension, the suspension shall remain in Employee's personnel file for one (1) year.

**ARTICLE 31.**

**NEGOTIATIONS**

**31.1 Request for Meetings.** Upon receipt of a written request to schedule a meeting for the purpose of beginning negotiations, the party receiving such notice will have ten (10) calendar days to reply to the request. Within twenty (20) calendar days of the date of the request to schedule a meeting, the parties shall establish the first date for negotiations. The initial request shall be made not more than ninety (90) calendar days or less than sixty (60) calendar days, prior to contract termination date. All days referred to in this Section shall be calendar days.

**31.2 Meetings.** The parties shall meet at mutually agreed upon times and places. Negotiations shall be conducted in a manner which will minimize interference with the employees' required work schedules. The anticipated length of meetings shall be established at the negotiation's first meeting. All meetings shall be held in closed session.

**31.3 Negotiating Teams.** The Employer, or the designated representative of the Employer, will meet with representatives designated by the Union for the purpose of discussing and reaching agreement. While no agreement shall be final without

ratifications by the union and adoption of the Employer, the negotiating teams will have the authority to make proposals, consider proposals, and make tentative agreements.

**31.4 Exchange of Information.** Prior to and during the period of negotiations or impasse, the Employer and the Union agree to provide to each other relevant data supporting information concerning the issue or issues under consideration.

**31.5 Caucus.** Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

**31.6 (a) Item Agreement.** As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator for each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to final ratification by the Union and adoption by the Employer.

**31.6 (b) Presentation of Proposals.** In the event impasse occurs, all items and proposals to be presented for negotiations shall be submitted by the parties no later than the date of the mediation conference with the Mediator designated by the Federal Mediation and Conciliation Service (FMCS).

**31.7 Intent to Recommend.** Prior to the negotiated Agreement being presented to the Association and the Employer, each member of the respective negotiating teams shall recommend adoption of the tentative agreement.

**31.8 Agreement.** When an agreement is reached through negotiations, the tentative agreement shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then improper form, it shall be submitted to the Union for ratification and adoption. No later than the next regular meeting of the Board of Trustees for Employer, the Agreement shall be submitted to the Board for Approval and become part of the official Board minutes and binding on both parties. Said Agreement shall be signed by the Union President and the Union's chief negotiator. The Executive Director and the Employer's chief negotiator will sign on behalf of the Employer.

**31.9 Dispute Settlement Procedure.** The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) calendar days of the onset of the first negotiation session. When the parties reach impasse, the parties shall jointly submit all unresolved issues to mediation with the Federal Mediation and Conciliation Service (FMCS). The parties further agree if mediation is not successful, they will submit all unresolved issues to an Arbitrator to be selected by the parties. The decision of the Arbitrator in a dispute shall be final and binding on Employer and Employees. The parties agree that the aforementioned process will constitute their exclusive dispute settlement procedure.

The parties hereby agree to waive the right to utilize any other dispute resolution procedure, including those enumerated in Chapter 4117 of the Ohio Revised Code.

**31.10 News Releases.** Negotiating meetings will be closed to the press and public. No news releases concerning negotiations will be given to the media or public by either party unless the parties have utilized the dispute settlement procedure established by this agreement, and have been unable to reach agreement through mediation. Any party intending to make a news release shall provide the other party with a copy of the release at least twenty-four (24) hours prior to publication of the news release.

**ARTICLE 32.**                      **OVERTIME SCHEDULE**

**32.1** All employees will be assigned emergency overtime and pager responsibility for a period of one week (7 calendar days).

Each employee's one week assignment shall be served in inverse order of seniority effective during the period of this contract.

**ARTICLE 33.**                      **DURATION**

**33.1** This Agreement, when signed by both the Union and the Employer, shall become effective as of January 1, 2014. It shall remain in effect until December 31, 2016.

**ARTICLE 34.**                      **LONGEVITY**

**34.1** The payout of this benefit shall be paid annually on January 1, or the first pay period thereafter.

0 to 4 years	\$100.00
5 to 9 years	\$200.00
10 to 14 years	\$350.00
15 to 19 years	\$550.00
20 and over	\$800.00

**34.2** An additional one time ratification bonus of \$750.00 shall be paid during the first pay period of upon approval of the contract by the membership.

ARTICLE 35.

ENTIRE AGREEMENT

35.1 This Agreement constitutes the entire Agreement between the parties. No change in a specific term of the Agreement shall be made during the life of this Agreement except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter during such period.

FOR THE COMPANY

JAMES WOOD

Date: 11-20-13

FOR THE UNION

Gary Kingensmith

Date: 11-5-2013

Bob King

Date: 11-5-2013

Rollan Cook

Date: 11-5-2013

Chuck Acosta

Date: 11-17-13

James Robert

Date: 11-17-13