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1                    THIS AGREEMENT has been entered into this 22<sup>nd</sup> day of May, 2014, by  
2 and between STARK METROPOLITAN HOUSING AUTHORITY of Stark County, Ohio,  
3 hereinafter referred to as "Employer", and COMMUNICATIONS WORKERS OF AMERICA  
4 (CWA), AFL-CIO, hereinafter referred to as "Union".

5                    ARTICLE 1

6                    Agreement

7                    1.1 This Agreement shall be effective from the 1st day of April, 2014, and  
8 shall be in effect up to and including March 31,2017.

9                    1.2 It is understood by all parties to the collective bargaining agreement  
10 that all articles and terms of this Agreement are subject to and conditioned upon written  
11 approval by the Department of Housing and Urban Development (HUD). Full and final  
12 implementation of this Agreement shall occur upon receipt of written approval by HUD and  
13 ratification by the membership of the Union.

14                    1.3 Employer and Union represent that the ultimate intent and purpose of  
15 this Agreement is to promote cooperation and harmony in employment relations. Toward  
16 this end, the parties hereto agree to devote every effort to assure that Employer and Union  
17 officers and members will comply with the provisions of this Agreement.

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20                    (End of Article 1)  
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ARTICLE 2

Recognition

2.1 Employer hereby recognizes Union as the sole and exclusive bargaining representative for purposes of negotiating wages, hours, terms and conditions of employment for all the employees in the bargaining unit, as provided for in Chapter 4117 of the Ohio Revised Code.

2.2 Employer (its officers and representatives at all levels) is bound to observe the provisions of this Agreement.

2.3 Union (its officers and representatives at all levels) and all employees in the bargaining unit are bound to observe the provisions of this Agreement.

2.4 The bargaining unit, for purposes of this Agreement, shall include all full-time, part-time and probationary employees of Employer with the following job titles:  
Administrative Aide, Assistant Manager, Auto Mechanic, Custodian 2, Energy Clerk, Leasing Clerk, Leasing Specialist, Maintenance Aide, Maintenance Mechanic 1, Maintenance Mechanic 2, Maintenance Mechanic 3, Management Clerk, Manager 1, Materials & Inventory Specialist, PHA Inspector, Purchasing Clerk, Secretary/Receptionist, Section 8 Inspector, Section 8 Inspector/Reviewer, Section 8 Review Clerk, Section 8 Reviewer, Section 8 Occupancy Clerk, Recertification Specialist, and Workorder Clerk.

The following employees of Employer are not included in the bargaining unit:  
All management-level employees, professional employees, confidential employees, seasonal and casual employees, supervisors and guards as defined in Chapter 4117 of the Ohio Revised Code including: Accounting Clerk, Administrative Secretary, Administrative Supervisor, Computer Accountant, Director of Administration, Director of Finance, Director of Operations, Director of Section 8, Assistant Director of Section 8, Executive Director, Junior Accountant, Maintenance Supervisor, Management & Leasing Supervisor, Property Manager, Purchasing Agent, Resident Services Supervisor, Young Adult Coordinator, Security Chief, Security Guard, and Senior Accountant.

1           2.5 All positions occupied at the time of the execution of this Agreement  
2 not specifically established herein as being included in the bargaining unit shall be  
3 excluded from the bargaining unit.

4           2.6 Any employee who leaves the bargaining unit to take another position  
5 with Employer shall lose all seniority rights in the bargaining unit if such employee does  
6 not return to the bargaining unit within ninety (90) calendar days. If he returns to the  
7 bargaining unit after ninety (90) calendar days, he will be considered as a newly-hired  
8 employee for seniority purposes. If he returns to the bargaining unit within ninety (90)  
9 calendar days or less after the date he left, such employee will retain the seniority he had  
10 when he left the bargaining unit. It is agreed that seniority will continue to accumulate for  
11 any employee who leaves the bargaining unit but continues to be employed by the  
12 Employer in a position outside the bargaining unit for a period not to exceed ninety (90)  
13 calendar days.

14           2.7 Employer will advise Union of any proposed new job title and the job  
15 description of said job title, and agrees to meet and confer with Union regarding inclusion  
16 of any such new job title in the bargaining unit prior to implementation of such new job  
17 title. If Union and Employer are unable to agree whether said job title shall be included in  
18 the bargaining unit, the parties agree that a petition for clarification may then be filed by  
19 either party with the State Employment Relations Board pursuant to its rules and  
20 regulations solely to determine whether said job title shall be included in the bargaining  
21 unit.

22           2.8 In addition to the words and terms elsewhere defined in this Agreement,  
23 the word "employee" as used in this Agreement shall have the following meaning unless  
24 the context or use clearly indicates another or different meaning or intent: "Employee"  
25 means any employee in the bargaining unit as defined in Section 2.4.

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(End of Article 2)

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**ARTICLE 3**

**Non-Discrimination**

3.1 It is the policy and practice of Employer and Union to provide equal employment opportunity to all persons, whether employees or applicants for employment, without regard to race, color, religion, sex, national origin, disability, age, or ancestry, as defined in applicable state and federal laws, including the Americans with Disabilities Act. This includes hiring, assigning, training, promotions, transfers, terminations, compensation, benefits and other conditions of employment.

3.2 Employer and Union recognize the right of all employees to be free to join or not join the Union and to participate in lawful concerted Union activities. Therefore, Employer and Union agree there shall be no discrimination, interference, restraint, coercion, or reprisal by either party against any employee because of Union membership or non-membership or because of any lawful activity in an official capacity on behalf of Union.

**(End of Article 3)**

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**ARTICLE 4**

**Construction**

Where necessary or appropriate in this Agreement, the singular and plural shall be interchangeable, words of any gender shall include all genders, and words in the present tense shall include the future.

**(End of Article 4)**



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procedure;

- (c) Consultation with the non-employee Union staff representative or officer of the Local Union;
- (d) Representation of a member at a disciplinary conference;
- (e) Attendance at meetings between Stewards.

5.6 In addition to the authorized Stewards and alternate Stewards, Union shall designate a Chief Steward. The authorized function of the Chief Steward shall be to replace or accompany a Steward or an alternate Steward in any of the functions outlined as Appropriate Union Representative Business. The Chief Steward shall have fifty-four (54) hours of paid time every quarter of the calendar year to conduct his duties as outlined in this Section.

5.7 Rules governing the activity of the Local Union Chief Steward, Steward, and alternate Steward are as follows:

- (a) The Chief Steward, Steward, or alternate Steward must obtain, in advance, authorization from his supervisor or department director before beginning Union business. Such authorization shall be granted the same day or no later than the following work day.
- (b) The Chief Steward, Steward, or alternate Steward shall identify the reason for the request at the time the request is made.
- (c) The Chief Steward, Steward, or alternate Steward shall not conduct Union business in any department without notifying the department director in charge of that department as to the nature of the Union business. Meetings between bargaining unit employees and the Chief Steward, Steward, or alternate Steward shall be held, if possible, outside of the work area in a conference room or office. If the nature of the Union business requires that the work area be viewed by the parties for safety reasons or other similar reasons, one (1) of the two (2) people appointed by Employer to the Joint

1 Health and Safety Committee, as described in Section 17.2  
2 of this Agreement, shall accompany the Union personnel  
3 during inspection of the work area. If there is no Employer  
4 member of the Joint Health and Safety Committee available,  
5 another member of management shall replace the Joint  
6 Health and Safety Committee representative.

7 (d) The Chief Steward, Steward, or alternate Steward shall cease  
8 Union business immediately upon the reasonable order of  
9 the department director of the department in which Union  
10 business is being conducted, or upon the reasonable order of  
11 the supervisor of the Chief Steward, Steward, or alternate  
12 Steward.

13 (e) Failure to comply with such reasonable order may result in  
14 disciplinary action if it is proven that the Union Chief  
15 Steward, Steward or alternate Steward is violating the  
16 provisions of this Section. Such incident shall be reviewed at  
17 the next Labor-Management meeting, as provided for in  
18 Article 11, prior to any discipline.

19 (f) In addition to the rules set forth in Section 5.7 (a) through  
20 (e), a Steward shall, if possible, complete the Union  
21 Representative time form described in Section 5.9 prior to  
22 the time the Steward leaves his usual work site for the  
23 Appropriate Union Representative Business defined in Section  
24 5.5(c).

25 5.8 Any personnel changes in those persons acting as Stewards, Chief  
26 Steward, alternate Stewards, or Local Union officers shall be furnished to Employer's  
27 Executive Director before being recognized by Employer.

28 5.9 Upon returning to the job after conducting Union business, all Union  
29 Representatives shall complete the Union Representative time form, unless said form is  
30 already completed pursuant to Section 5.7(f). Said forms shall be furnished by Employer,  
31 and shall be obtained from the employee's supervisor or department director. A Union

1 Representative, in order to be paid for such time, shall complete and submit such Union  
2 Representative time form within one (1) business day after being absent for such union  
3 business upon returning to work.

4 **(End of Article 5)**

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1 ARTICLE 6

2 Payroll Deduction of Union Dues

3 6.1 Employer agrees to make payroll deductions of Union dues from Union  
4 members who are bargaining unit employees when authorized to do so by the employee  
5 on the designated form in an amount as certified to Employer by the Treasurer of the  
6 Local Union. Employer agrees to pay over to the Secretary-Treasurer of the Union the  
7 amount so deducted at the following address:

8 Secretary/Treasurer of the Communication Workers of America  
9 501 3rd Street, NW  
10 Washington, DC 20001-2797

11 6.2 Deductions provided for in this Article 6 shall be transmitted to Union  
12 no later than the tenth (10th) day following the first pay period of each month. Employer  
13 will furnish Union, together with its check for Union dues, an alphabetical check-off list of  
14 all employees whose dues have been deducted showing the amount deducted.

15 6.3 Employer shall be relieved from making such "check-off" deductions  
16 upon (a) termination of employment, or (b) transfer to a job other than one covered by  
17 the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e)  
18 revocation of the check-off authorization in accordance with the following terms: revocation  
19 must be in writing, signed and dated by the employee and directed to (i) Employer's  
20 Executive Director or Employer's Director of Administration and (ii) the Secretary-Treasurer  
21 of Union by certified mail or by hand delivery within the fifteen (15) day period immediately  
22 preceding the termination date of this Agreement.

23 6.4 Employer shall not be obligated to make dues deductions of any kind  
24 from any employee who, during any dues month involved, shall have failed to receive  
25 sufficient wages to equal the dues deductions.

26 6.5 It is specifically agreed that Employer assumes no obligation, financial  
27 or otherwise, arising out of the provisions of this Article 6, and Union hereby agrees that it  
28 will indemnify and hold Employer harmless from any claims, actions or proceedings by any  
29 employee arising from deductions made by Employer hereunder. Once the funds are  
30 remitted to Union, their disposition thereafter shall be the sole and exclusive obligation and  
31 responsibility of Union.



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ARTICLE 7

Union Rights

7.1 Employer agrees to furnish the Chief Steward once during each month, a list of personnel transactions which involve additions to or deletions from the bargaining unit. Employer will include in the list, if appropriate, the newly hired employees, employees completing their probationary period, and employees promoted or transferred into or out of the bargaining unit. This list shall show the names and effective date of the transaction.

7.2 Union will be permitted to use community rooms at the Elderly or Family sites to hold meetings of Union provided that (i) such meetings are not held during the regularly scheduled work hours of the participants on the day in question, (ii) the scheduling of such meetings shall be subject to the priority of the residents of the building, and (iii) Union must follow the same directives as have previously been given to employees regarding the use of such facilities.

7.3 During employee's probationary period, as defined in Article 20, a representative of Union shall, if the probationary employee consents, be permitted to meet with the probationary employee for a maximum of thirty (30) minutes during the probationary employee's regularly scheduled work hours in order to explain Union's history and purpose. Union representative will provide probationary employee with a copy of the "Agreement between SMHA and CWA" contract at this meeting. Employer will provide Union with extra copies of said contract at the time they are printed. This meeting shall not significantly interfere with the regular business routine of the Employer.

(End of Article 7)

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**ARTICLE 8**

**Bulletin Boards**

**8.1** Employer shall permit Union to post notices not larger than eight and one-half (8 1/2) inches by thirteen (13) inches on the appropriate employee bulletin boards provided such notices are first approved in writing by Employer's Executive Director. Union notices related to the following matters may be posted:

- (a) Recreational and social affairs of Union;
- (b) Union meetings;
- (c) Union elections;
- (d) Reports of Union committees;
- (e) Rulings or policies of the state or local Union organization;
- (f) Information of general interest to Union members;
- (g) Seniority lists.

**8.2** It is Union's intent that no material shall contain anything libelous, scurrilous or anything reflecting upon Employer of any of its employees. Any allegation of Union abuse of said bulletin boards shall be subject to discussion at the next Labor-Management meeting as provided for in Article 11. Union may immediately remove any non-Union posting from Union bulletin boards.

**8.3** It is Union's intent that postings which have served their purpose will be promptly removed.

**(End of Article 8)**



1 ARTICLE 10

2 Seniority

3 10.1 Definition. Seniority shall be defined as an employee's uninterrupted  
4 length of continuous, full-time service with Employer compiled by time actually on  
5 Employer's payroll, including any approved leaves of absence, unless specified otherwise  
6 in this Agreement. Newly hired probationary employees who have completed their  
7 probationary period as set forth in Article 20 shall be entered on the seniority list, with  
8 seniority retroactive to the date of hire or re-hire.

9 10.2 Seniority List. Employer shall furnish to the President of Union a copy  
10 of the seniority list showing the seniority of each employee listed by job title within thirty  
11 (30) days of the effective date of this Agreement. Thereafter, Employer shall furnish a  
12 revised or updated seniority list to the President of Union and said seniority list shall be  
13 posted on Union bulletin boards on a quarterly basis four (4) times per year.

14 10.3 Seniority shall be lost and employment terminated and all rights  
15 resulting there from shall be lost when an employee:

- 16 (a) Resigns or retires;
- 17 (b) Is discharged for just cause;
- 18 (c) Is laid off for a period of more than twenty-four (24)  
19 consecutive months;
- 20 (d) Fails to report for work when recalled from layoff within five  
21 (5) working days after receipt of certified mail (to the  
22 employee's last known address as shown on Employer's  
23 records).

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26 (End of Article 10)  
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1 ARTICLE 11

2 Labor-Management Meetings

3 11.1 It is agreed by both Employer and Union that meetings shall be held as  
4 often as is mutually agreed to be necessary between the parties and their designated  
5 representatives according to the ground rules designating time of meetings.

6 11.2 Unless mutually agreed otherwise, quarterly, at a mutually agreed upon  
7 date and time, Employer's Executive Director or his designated representative and not  
8 more than two (2) other members of Management shall meet with not more than two (2)  
9 employee representatives and one non-employee representative of Union, in order to  
10 promote a more harmonious relationship between Union and Employer. Furthermore, it is  
11 agreed by both Employer and Union that meetings shall be held as often as is mutually  
12 agreed necessary.

13 11.3 Agendas will be exchanged by both parties no later than three (3)  
14 working days prior to the scheduled meeting date. The purpose of such meetings shall be  
15 limited to:

- 16 (a) Discussion regarding the administration of this Agreement;  
17 (b) Discussion regarding grievances which have not yet reached  
18 the stage of arbitration shall be had when such discussions  
19 are mutually agreed to by the parties;  
20 (c) Notification of Union of work rule changes made or  
21 contemplated by Employer which affect bargaining unit  
22 employees;  
23 (d) Dissemination of general information of interest to both  
24 parties;  
25 (e) Give the parties the opportunity to share their views or make  
26 suggestions on subjects of interest to the parties, including  
27 alleged violations of the Agreement.  
28 (f) Discussion regarding Hospitalization and Insurance.

29 11.4 Labor-Management meetings are viewed by the parties as necessary to  
30 the furtherance of this Agreement and employees representing Union involved in these  
31 activities shall be given sufficient time during duty hours, without loss of pay or other



1 ARTICLE 12

2 Management Rights

3 12.1 This Agreement supersedes any policies or procedures whether oral,  
4 written or by practice and custom to the extent such policies or procedures are inconsistent  
5 with this Agreement. All of the rights, powers, functions or authority which Employer had  
6 prior to the signing of this Agreement, including those with respect to wages, hours, terms  
7 and other conditions of employment, are retained by Employer, except as those rights,  
8 powers, functions or authority are specifically abridged or modified by this Agreement.  
9 These rights, powers, functions and authority shall be limited only by the specific and  
10 expressed terms of this Agreement.

11 12.2 Except as specifically limited by explicit provisions of this Agreement,  
12 Employer retains the exclusive right to manage the operations, control the premises, direct  
13 the working forces and maintain efficiency of operations. Specifically, Employer's exclusive  
14 management rights include, but are not limited to:

- 15 (a) Determine matters of inherent managerial policy which  
16 include, but are not limited to, areas of discretion or policies  
17 such as the functions and program of Employer, standards of  
18 services, its overall budget, utilization of technology, and  
19 organizational structure;
- 20 (b) Direct, supervise, evaluate, or hire employees;
- 21 (c) Maintain and improve the efficiency and effectiveness of  
22 governmental operations;
- 23 (d) Determine the overall methods, process, means, or personnel  
24 by which governmental operations are to be conducted;
- 25 (e) Suspend, discipline, demote, or discharge for just cause, or  
26 lay off, transfer, assign, schedule, promote or retain  
27 employees;
- 28 (f) Determine the adequacy of the work force;
- 29 (g) Determine the overall mission of Employer as a unit of  
30 government;
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- (h) Effectively manage the work force;
- (i) Take actions to carry out the mission of Employer as a governmental unit.

**(End of Article 12)**

1 **ARTICLE 13**

2 **Grievance Procedure**

3 **13.1 Purpose and Definitions.** The purpose of this Article 13 is (i) to  
4 provide opportunity for discussion of any grievance and (ii) to establish procedures for the  
5 processing and settlement of grievances as defined in this Section 13.1. All grievances  
6 shall be handled and disposed of solely in accordance with the procedures prescribed in  
7 this Agreement. "Grievance", as used in this Agreement, is limited to a complaint of an  
8 employee which involves the interpretation or application of, or compliance with, the  
9 provisions of this Agreement. "Day", as used in this Article 13, shall mean calendar day,  
10 but shall not include any Saturday, Sunday or holiday unless otherwise indicated herein.

11 **13.2** Should any difference arise between Employer, Union or an employee  
12 regarding the interpretation or application of any provisions of this Agreement, it shall be  
13 settled in the manner set forth in Sections 13.3 through 13.7, inclusive.

14 **13.3** All grievances must be processed at the proper step in the progression  
15 in order to be considered at the subsequent step. Union may withdraw a grievance at any  
16 point by submitting, in writing, a statement to that effect to Employer's Executive Director,  
17 or by permitting the time requirements to lapse without further appeal. Each grievance  
18 shall be processed in the manner set forth in Sections 13.4 through 13.7, inclusive.

19 **13.4 (a) Informal Discussion.** Employees and department supervisors are  
20 encouraged by Union and Employer to first discuss and attempt to resolve any complaints  
21 or differences orally, outside the formal terms and provisions of the grievance procedure  
22 listed herein.

23 (b) Differences that cannot be so resolved may be considered a grievance  
24 and shall be processed in the following manner:

25 **Step 1.**

26 (a) The written grievance must be filed with the department  
27 director of the grievant or the Director of Administration within  
28 ten (10) working days after the occurrence of the alleged  
29 violation and shall include the grievant's name, job title, date  
30 the grievance was filed in writing, date and time of the  
31 incident giving rise to the grievance, a brief description of the

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incident, the articles and sections of this Agreement claimed to be violated, and the specific remedy sought. The grievant, Union representative(s) and Employer representatives(s) shall, within five (5) working days from the date the grievance was filed, meet and attempt to resolve the grievance.

(b) Employer shall mail its written answer by certified mail, return receipt requested, to both the grievant and Union representative, within ten (10) working days following said meeting, unless an extension is mutually agreed to, in writing, by both Union and Employer. Any grievance not answered by Employer within the stipulated time limits shall be considered to have been answered as to the request of the grievant. Grievances involving the discharge or suspension of an employee may be brought initially to Step 1

Step 2.

(a) If the grievance is not satisfactorily settled at Step 1, Union may request, in writing, to meet, and attempt to resolve the grievance, with either the Executive Director or the Executive Director's designee within five (5) working days after Employer provides its written answer in Step 1. The request for the meeting must be delivered to and received by either the Executive Director or the Director of Administration.

(b) If Union requests a meeting specifically with the Executive Director pursuant to Step 2(a), the Executive Director shall meet with Union and any witnesses which the parties determine are necessary. The date and time of said meeting shall be mutually agreed upon by the parties but such meeting shall be held not later than thirty (30) working days after Employer provides its written answer in Step 1.

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- (c) If Union requests a meeting with Executive Director's designee pursuant to Step 2(a), the Executive Director's designee shall, within five (5) working days after the Executive Director or the Director of Administration receives the written request for the meeting, meet with Union and any witnesses the Executive Director's designee determines are necessary.
- (d) Employer shall mail its written answer by certified mail, return receipt requested, to both the grievant and Union representative, within ten (10) working days following the meeting described in this Step 2, unless an extension is mutually agreed to, in writing, by both Union and Employer. Any grievance not answered by Employer within the stipulated time limits shall be considered to have been answered as to the request of the grievant.

**Step 3 - Arbitration.**

- (a) If the grievance is not satisfactorily settled at Step 2, Union shall request, in writing, that the grievance be submitted to arbitration within five (5) working days after Employer provides its written answer in Step 2. The request for arbitration must be delivered to and received by either the Executive Director or the Director of Administration. Union shall have the right to take the grievance to arbitration on its own initiative without the consent of the employee.
- (b) The representative of Employer and the representative of Union shall within ten (10) working days following the request for arbitration jointly agree to invoke the expedited arbitration procedure of the American Arbitration Association (A.A.A.) by sending a joint request to the A.A.A.
- (c) (i) If the parties do not mutually agree on the expedited arbitration procedure within ten (10) working days after the

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request for arbitration, then either party may request the names of seven (7) arbitrators from the A.A.A. Within ten (10) days after receipt of the list of arbitrators, the parties shall meet to select an arbitrator. The parties shall use the alternate strike-off method with Union being the first to strike a name from the list. The striking shall alternate until the remaining name is designated the arbitrator. (ii) All fees and expenses of the arbitration shall be borne equally by both parties.

(d) Any grievance not timely presented or processed as provided for in this Article 13 shall not be considered and shall not be arbitrable.

(e) Within ten (10) calendar days after an arbitrator has been selected, either by agreement of the parties or by appointment as heretofore provided, Union shall file a copy of the grievance with the arbitrator and Employer shall file with the arbitrator a copy of the last disposition of the grievance.

(f) Promptly after receipt of the statement from Employer, the arbitrator shall agree with the parties as to a mutually satisfactory hearing date. Any and all hearings shall be held within thirty (30) days after the date of the letter to the arbitrator from Employer incorporating a copy of Employer's last disposition of the grievance. If the arbitrator is unable to schedule and hold all such hearings within such thirty-day period because of the unwillingness of either party to proceed, the arbitration proceedings shall be dismissed as follows: (i) if Employer is unable or unwilling to proceed within such thirty-day period, the employee's grievance shall be allowed, (ii) if Union is unable to or unwilling to proceed within such thirty-day period, the employee's grievance shall be disposed of on the basis of Employer's disposition under

1 the last preceding step of the grievance procedure, (iii) if the  
2 arbitrator is not available to proceed within such thirty-day  
3 period, upon notice to that effect or the expiration of such  
4 thirty-day period, the parties shall proceed to secure another  
5 arbitrator by mutual agreement. Upon failure to agree upon  
6 an arbitrator, the selection shall be made as provided in Step  
7 3(c) above.

8 (g) At such hearing, each party shall be permitted to produce  
9 such witnesses as it desires for examination and each party  
10 shall have the right to cross-examine all witnesses produced  
11 by the opposite party. If desired by either party or by the  
12 arbitrator, a stenographic record shall be made of all  
13 testimony taken before the arbitrator. Immediately upon  
14 receipt of the stenographic record, the arbitrator shall notify  
15 each party of the date of its receipt by him. Each party shall  
16 be permitted to file a written brief within fourteen (14) days  
17 after the date on which the arbitrator notifies the parties of  
18 his receipt of a copy of the stenographic record, or within  
19 fourteen (14) days after the conclusion of the hearing if no  
20 stenographic record is taken. The time for filing such brief  
21 may be extended by the arbitrator for only one (1) additional  
22 period of no more than fourteen (14) days at the request of  
23 either party for good cause shown. A copy of each party's  
24 written brief that is to be served on the opposite party shall  
25 be delivered to the arbitrator who shall, upon receipt of both  
26 written briefs if so filed, deliver the written briefs to the  
27 opposite party.

28 (h) It shall be the duty and the function of the arbitrator within  
29 thirty (30) calendar days after receipt of the final briefs of  
30 the parties herein to make a decision in the case, which  
31 decision shall be final and binding upon the parties.

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However, in the event that the arbitrator shall fail to make a decision in the case within the period of time specified in this Step 3(h), he shall be deemed to have lost jurisdiction of, and be lacking in authority to make a decision in, the case. Employer shall notify the arbitrator that he has been relieved of his authority under this Agreement for failure to render a decision within the specified time. A copy of such letter to the arbitrator shall be sent to the representative of Union. Upon receipt of such letter by Union, the time limits and procedure as specified in Section 13.4, Step 3, shall become effective. It is agreed, however, that the powers and the jurisdiction of the arbitrator shall be limited as follows:

- (i) He shall have no power to add to or subtract from or modify any terms of this Agreement.
- (ii) He shall have no power to establish wage scales or change any wage rates.
- (iii) He shall have no power to substitute his discretion for Employer's discretion in cases where Employer is given discretion by this Agreement.
- (iv) He shall have no power to award back pay except in a case of a grievance involving a disciplinary discharge or a disciplinary layoff. Each claim for back wages shall be limited to the amount of wages that the employee should otherwise have earned in the employ of Employer, less any wages received from employment accepted in place of his former employment with Employer and less unemployment compensation received during the period of back pay. No back pay may be awarded to any employee if Employer was not operating for any cause at any time during the period covered by the

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back pay demand.

An employee entitled to receive back pay as a result of his grievance shall receive, for each day during the period covered by the disciplinary action, eight (8) hours at the employee's straight-time hourly rate in effect on the date on which the written grievance was filed by the employee.

13.5 Any grievance not appealed from the written disposition of Employer's representatives in Step 1(b) or Step 2(d) of the grievance procedure within the time and in the manner specified herein shall be considered as having been accepted by the employee and Union on the basis of the disposition last made and shall not be eligible for further appeal.

13.6 Any grievance involving the interpretation or application of this Agreement, which has been disposed of in Step 3, shall not be made the subject of another grievance by the same employee or employees.

13.7 If an employee quits while any grievance which he has filed, or in which he is interested, is pending hereunder, such grievance shall terminate as to such employee as of the date on which he quits except as to any claim that he may have as to back pay arising out of such grievance which he may have pending under Article 36 (Wages).

(End of Article 13)

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ARTICLE 14

Employees' Driving Privileges

14.1 Union recognizes that Employer has the right to promulgate and enforce rules, regulations, and procedures to carry out the functions of Employer.

14.2 It shall be the responsibility of each employee who is required to drive in order to fulfill their duties to maintain, at all times, a valid Ohio driver's or commercial driver's license without suspensions, restrictions or limitations of any kind.

14.3 Subject to Section 14.4, an employee shall have his hourly rate of pay reduced by seven percent (7%) during any period of time the driver's or commercial driver's license or driving privileges of the employee are suspended, restricted or limited pursuant to the following sections of the Ohio Revised Code:

4506.16	4501.50
4507.02	4509.66
4507.16	4511.191

and any other applicable relevant sections of the Ohio Revised code regarding licensing and/or driving.

14.4 An employee shall be discharged immediately if his driver's license or commercial driver's license or driving privileges in the State of Ohio are suspended (with no driving privileges of any kind) or revoked for a period of time substantially longer than 15 days.

14.5 Each employee when hired shall receive written notice of the contents of this Article 14 and shall sign a statement acknowledging receipt of such notice.

(End of Article 14)

1 ARTICLE 15

2 Work Rules

3 15.1 Work rules as defined in this Section shall be all those written and  
4 unwritten policies, procedures, practices and directives which regulate conduct of  
5 employees in the performance of Employer's services and programs. In an effort to  
6 consistently enforce work rules, the following guidelines were jointly developed by Union  
7 and Employer. All disciplinary action taken by Employer shall be determined on an  
8 individual case by case basis using the following specifications as a guideline. It is the  
9 intention of Union and Employer that the system of discipline shall be flexible enough to  
10 allow for individual consideration in all cases, while maintaining a consistent response to  
11 work rule violations.

12 Work rules have been divided into three (3) groups based upon the  
13 seriousness of the offense and appropriate disciplinary action has been assigned to each  
14 group. The disciplinary action is progressive to allow an employee the opportunity to alter  
15 his behavior and avoid further discipline. The employee's overall record of employment,  
16 the number of prior violations, and the time frame during which the prior violations  
17 occurred shall be factors used by Employer to determine disciplinary action. An employee  
18 may be given a higher level of discipline even if it is his first violation of a specific work  
19 rule if the employee has an established pattern of violating other work rules and has  
20 overall poor job performance.

21 The following three (3) groups of work rules have been reduced to writing  
22 and violation thereof shall constitute cause for Employer to reprimand, suspend or  
23 discharge an employee:

24 **GROUP 1 - VERY SERIOUS OFFENSES**

- 25 (1a) Insubordination - Refusing to perform work which is properly assigned  
26 by a supervisor. Walking off the job will be considered absence  
27 without authorization and an act of insubordination.
- 28 (1b) Falsifying any Employer record, including, but not limited to, time  
29 sheet, leave sheet, work order, receipts, mileage record, Workers'  
30 Compensation form, or other similar documents;

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- 1 (1c) Stealing, pilfering, destroying or defacing Employer property or the
- 2 property of residents or employees, including any materials that are
- 3 discarded, scrap metals, and personal property of former residents;
- 4 (1d) Participating in or conducting illegal gambling on Employer premises;
- 5 (1e) Carrying weapons on Employer property during or after work hours;
- 6 (1f) Removing Employer equipment, tools or supplies (except items that
- 7 are assigned to the employee) for personal use without written
- 8 permission will be considered theft;
- 9 (1g) Conducting political activity during working hours;
- 10 (1h) Employees are prohibited from having personal relationships with
- 11 residents which may cause embarrassment, complaints or disciplinary
- 12 action;
- 13 (1i) Employees are prohibited from having any conflict of interest, through
- 14 direct or indirect interest in any company, project or property
- 15 connected with Employer, including influencing a bid process or
- 16 directing information to interested contractors that may influence
- 17 contract awards or work being done;
- 18 (1j) Discriminatory or derogatory remarks or acts made toward a racial,
- 19 religious or ethnic group;
- 20 (1k) Reporting for work while under the influence of intoxicants or illegal
- 21 drugs, or using the same while on Employer premises; if an
- 22 employee is called in to work after hours, he is not to report to work
- 23 if he has been drinking; (See Article 37, Alcohol and Drug Policy.)
- 24 (1l) Committing sexual harassment.

25 Violation of Group 1 work rules may result in the following disciplinary action:  
26 First Offense - Suspension or termination.  
27 Second Offense - Termination.

28 **GROUP 2 - SERIOUS OFFENSES**

- 29 (2a) Repeated (three or more times) tardiness; Reporting to the job site or
- 30 assignment unreasonably late or leaving work or job assignment early
- 31 without authorization;

- 1 (2b) Failure to report off work properly and promptly will be considered  
2 absence from work without authorization, unless a proper excuse for  
3 the absence is shown;
- 4 (2c) Violation of health, sanitary or safety rules, including, but not limited  
5 to, the rules set forth on Exhibit "C", attached hereto and made a  
6 part hereof, and violation of OSHA regulations;
- 7 (2d) Vandalism or theft of Employer vehicle or contents will be  
8 responsibility of employee if vehicle is not locked; Employees are  
9 charged with responsibility to lock vehicles at all times in addition to  
10 locking the office building and maintenance doors. Employees must  
11 not leave tools, supplies, materials and other SMHA property  
12 unsecured at work sites.
- 13 (2e) Unauthorized use of Employer vehicle for personal errands other than  
14 stopping for lunch;
- 15 (2f) Careless or negligent operation of vehicle or equipment which  
16 resulted in an accident;
- 17 (2g) Participating in any act which may endanger safety of others,  
18 including fighting or threats of physical violence on Employer property;
- 19 (2h) Restricting work production and persuading others to participate in a  
20 work slowdown during the term of this Agreement;
- 21 (2i) Unauthorized entry on Employer property, including intentional  
22 trespass on resident's property (uninvited or no work order);
- 23 (2j) Wrongful use of ID Card, Employer keys or wearing "SMHA" uniform  
24 during non-working hours when not engaged in work for Employer;
- 25 (2k) Failure to immediately report injuries and accidents;
- 26 (2l) Encouraging residents or the general public to become involved in  
27 Employer/employee relations or problems;
- 28 (2m) Poor overall job performance which is documented and does not  
29 improve; however, this does not include tasks that an employee is not  
30 physically able to do or has not been trained to do.
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1 (2n) Not maintaining courteous, respectful and cooperative behavior when  
2 dealing with all persons including, supervisors, employees, residents  
3 or general public while on the job and in the employ of Employer;  
4 Violation of Group 2 work rules may result in the following disciplinary  
5 action:  
6 First Offense - Written warning (removed from file after one (1) year).  
7 Second Offense - Three (3) day suspension (removed from file after  
8 three (3) years).  
9 Third Offense - Five (5) day suspension (removed from file after three (3)  
10 years).  
11 Fourth Offense - Termination.

12 **GROUP 3 - LESSER OFFENSES**

13 (3a) Failure to follow dress code or failure to wear approved clothing for  
14 type of work performed; maintenance employees must wear uniform;  
15 (3b) Failure to attend workshop, seminar or conference sessions paid by  
16 Employer when mutually arranged;  
17 (3c) Loafing, sleeping or abuse of time during assigned working hours,  
18 including quitting duties early, frequent or extended breaks, excessive  
19 personal conversations that interrupt work, conducting personal  
20 business during work hours; fund raising for charitable organizations  
21 must be approved.

22 Violation of Group 3 work rules may result in the following disciplinary  
23 action:  
24 First Offense - Oral warning. An oral warning will be documented on a  
25 standard form (See Record of Oral Reprimand  
26 attached) and placed in the employee's personnel  
27 file. The Record of Oral Reprimand will be removed  
28 from the employee's personnel file one (1) year after  
29 the date on which the incident occurred that resulted  
30 in the oral warning and said Record of Oral  
31 Reprimand shall cease to have any force or effect

1 on the employee.

2 Second Offense - Written warning (removed from file after one [1]  
3 year).

4 Third Offense - Three (3) day suspension (removed from file after three [3]  
5 years).

6 Fourth Offense - Five (5) day suspension (removed from file after  
7 three [3] years).

8 Fifth Offense -Termination.

9 15.2 Maintenance employees shall be initially entitled to four (4) uniforms.  
10 Thereafter, maintenance employees shall be entitled to four (4) uniforms per year which  
11 shall be distributed by Employer once per year. Maintenance employees shall also be  
12 entitled to one (1) jacket which shall be replaced when worn out, provided the employee  
13 delivers his old worn out jacket to Employer.

14 15.3 Maintenance employees must wear complete uniforms during working  
15 hours. Maintenance employees shall provide their own work shoes and shall not wear  
16 tennis shoes during working hours. Failure to wear complete uniforms will result in  
17 disciplinary action.

18 15.4 All bargaining unit employees shall be issued identification cards and  
19 shall wear them where they can be seen by residents and the general public. Failure to  
20 wear identification cards will result in disciplinary action.

21 15.5 It is the intent of Employer that work rules shall be interpreted and  
22 applied uniformly to all employees and are subject to the Grievance Procedure (Article 13).

23 15.6 If an employee is disciplined by Employer for violating a work rule, and  
24 if said employee gives his written consent, then Employer shall provide Union with a copy  
25 of a written statement containing the work rule violated, the type and amount of discipline  
26 imposed by Employer, and the reason for the disciplinary action taken by Employer against  
27 said employee. If the disciplined employee does not consent to Employer providing Union  
28 with a copy of the written statement described in the preceding sentence, then said  
29 employee shall sign a written statement relieving Union of any obligation to represent him  
30 in the disciplinary action taken by Employer.

31 Semiannually, Employer shall prepare and deliver to Union a list of all work

1 rules violated by employees in the previous six (6) months. The list shall contain the  
2 work rule violated, the type and amount of discipline imposed by Employer, but shall not  
3 contain the name of the employee who violated the work rule.

4 15.7 All letters of warning or disciplinary action taken against an employee,  
5 other than a suspension from work, shall be removed from the employee's personnel file  
6 one (1) year after the date on which the incident occurred that resulted in the letter of  
7 warning or disciplinary action being written, and said letter shall cease to have any force  
8 or effect on the employee.

9 All letters of disciplinary action in which an employee is suspended from  
10 work without pay shall be removed from the employee's personnel file three (3) years  
11 after the date on which the incident occurred that resulted in the letter of disciplinary action  
12 being written, and said letter shall cease to have any force or effect on the employee.

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(End of Article 15)

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1 ARTICLE 16

2 Absentee Policy

3 16.1 An "Incident of Absenteeism" is any scheduled work day that an  
4 employee is not at work with the following exceptions:

5 Holiday, vacation, jury duty, court leave if subpoenaed, funeral leave, Union leave,  
6 maternity or paternity leave, approved leave of absence pursuant to Section 23.6  
7 herein of one (1) day or more, Workers' Compensation leave, absence of one (1)  
8 day or less due to a documented doctor's appointment, any number of consecutive  
9 days off documented by a physician, hospitalization, any days off covered under  
10 FMLA or for absence authorized under Section 23.1(c).

11 16.2 (a) After the fifth (5<sup>th</sup>) Incident of Absenteeism within a 12-month  
12 period, Employer may counsel the employee directly and document the session.

13 (b) After the sixth (6<sup>th</sup>) Incident of Absenteeism within a 12-month period,  
14 Employer may issue a verbal warning.

15 (c) After the seventh (7<sup>th</sup>) Incident of Absenteeism within a 12-month period,  
16 Employer may issue a written warning.

17 16.3 After the eighth (8<sup>th</sup>) Incident of Absenteeism within a 12-month period,  
18 Employer may issue a three (3) day suspension.

19 16.4 After the ninth (9<sup>th</sup>) Incident of Absenteeism within a 12-month period,  
20 Employer may issue a five (5) day suspension.

21 16.5 Any further Incidents of Absenteeism within a 12-month period may  
22 result in termination.

23 16.6 Mitigating circumstances which excuse or justify Incidents of  
24 Absenteeism may be considered by Employer when the pattern has progressed beyond the  
25 written warning stage and when the employee presents evidence of mitigating  
26 circumstances to the Director of Administration or other designee of the Executive Director  
27 before any disciplinary action is taken.

28 16.7 A calendar year will constitute each 12-month period.

29 16.8 A "Pattern of Abuse" shall constitute grounds for discipline apart from  
30 and in addition to the foregoing provisions of this Article 16. A Pattern of Abuse consists  
31 of, but is not limited to, absenteeism as evidenced by a frequency or pattern contiguous

1 with or related to holidays, weekends, paydays, vacation days or other discernible events,  
2 or consistent or regular usage of sick leave.

3 16.9 The employee shall have the right to Union representation during any  
4 meeting regarding discipline of the employee.

5 (End of Article 16)

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1 **ARTICLE 17**

2 **Health and Safety**

3 **17.1** Employer shall continue to make reasonable provisions for the safety  
4 and health of its employees during the hours of their employment. Protective devices,  
5 wearing apparel, proper ventilation and hearing equipment and other equipment necessary  
6 to properly protect employees from sickness or injury shall be provided by Employer.

7 **17.2** In order to correct, maintain and improve effective safety and health  
8 conditions, a joint committee entitled "Joint Health and Safety Committee" shall be  
9 established. This committee shall be composed of the Chief Steward and one (1) other  
10 Steward and two (2) people appointed by Employer. The Chief Steward and one (1) of  
11 Employer's representatives shall co-chair this Committee.

12 **17.3** The Joint Health and Safety Committee shall meet on a monthly basis  
13 for the following purposes:

- 14 (a) To promote health and safety education;
- 15 (b) To discuss unsafe or unhealthful working conditions, and  
16 make recommendations to Employer's Executive Director  
17 regarding corrections thereof.

18 **17.4** Meetings of the Joint Health and Safety Committee shall be conducted  
19 during normal working hours, provided the meetings which extend beyond the work day  
20 shall be on non-paid time. Committee members shall suffer no loss of pay or benefits for  
21 time spent in such meetings during normal work hours.

22 **17.5** The Joint Health and Safety Committee may be called into emergency  
23 session by mutual consent of both chairpersons to investigate personal injury accidents or  
24 health or safety complaints of an immediate and serious nature. Such emergency  
25 committee meetings shall be held within twenty-four (24) hours.

26 **17.6** Medical examinations of employees or job applicants requested by  
27 Employer shall be governed by the Americans with Disabilities Act of 1990 (42 USCS  
28 Secs. 12101-12213).

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30 **(End of Article 17)**

1 ARTICLE 18

2 Hours of Work and Overtime

3 18.1 Hours of Work. (a) The normal work for all employees within the  
4 bargaining unit shall be forty (40) hours, worked in five (5) consecutive eight (8) hour  
5 days, Monday through Friday of each calendar week, or four(4) consecutive ten (10) hour  
6 days between Monday and Friday of each calendar week worked in accordance with the  
7 provisions of Section 18.4 below. The weekly period begins Sunday, 12:01 am and ends  
8 the following Saturday, 12:00 midnight.

9 (b) The normal work shifts shall begin at 8:00 A.M. and end at 4:30 P.M.  
10 and from 4:30 P.M. to 12:30 A.M. During each normal work shift, the employees will  
11 receive forty-five (45) minutes allotted time for a meal period. Notification of changes in  
12 the present starting and quitting times shall be given to Union one (1) week in advance of  
13 any change. Emergency changes of a temporary nature shall be made by Employer.

14 (c) There will be two (2) ten (10) minute paid rest periods in each regular  
15 work shift. The rest period shall, to the extent practicable, be scheduled during the middle  
16 two (2) hours of each half shift. Rest periods will not normally be scheduled immediately  
17 before or after the meal period or at the start or end of a shift. All rest breaks will be  
18 taken in the immediate vicinity of the employee's work site. Employees shall be at their  
19 work stations performing their assigned tasks at the beginning and end of the ten (10)  
20 minute period. The same punctuality requirement shall apply to meal periods and the  
21 starting time for the employee's shift.

22 18.2 Overtime. (a) Overtime work shall only be performed and shall only be  
23 paid for when such overtime is authorized by Employer's Executive Director or designee.  
24 Part-time employees are eligible for overtime only if their hours exceed 40 hours in any  
25 give work week as defined in 18.1.

26 (b) Except as otherwise provided in Section 18.4 below, "Scheduled  
27 Overtime" means hours or fractions thereof which are worked by an employee in excess  
28 of employee's eight (8) hour day, which abut the employee's regular work shift  
29 immediately before or after the normal work shift; provided, however, that such employee  
30 must work the entire regular shift. Overtime may be scheduled on Saturdays, Sundays, or  
31 holidays.

1 (c) Holidays, vacations and compensatory time off (as described in Section  
2 18.2[g] herein) shall be counted as hours worked for purposes of this Section, but all  
3 other leave shall not be counted.

4 (d) An employee who works Scheduled Overtime Monday through Saturday  
5 shall be paid at one and one-half times (1 1/2 x) the employee's regular straight time rate  
6 of pay for all Scheduled Overtime hours worked.

7 (e) An employee who works Scheduled Overtime on a Sunday shall be paid  
8 at two times (2 x) the employee's regular rate of pay for all Scheduled Overtime hours  
9 worked on Sunday.

10 (f) If an employee is required to work Scheduled Overtime on a holiday, the  
11 employee shall be paid eight (8) hours at the employee's regular rate of pay for the  
12 holiday and two times (2 x) the employee's regular rate of pay for all hours worked on  
13 said holiday.

14 (g) An employee shall, at the employee's option, be granted one and one-  
15 half (1 1/2) hours of compensatory time off work, in lieu of being paid in cash, for each  
16 hour worked pursuant to Section 18.2(c) through (e), inclusive. An employee shall, at the  
17 employee's option, be granted two (2) hours of compensatory time off work, in lieu of  
18 being paid in cash, for each hour worked pursuant to Section 18.2(f). An employee  
19 entitled to compensatory time off as provided for in this Section 18.2(g) shall notify his  
20 supervisor or department director, in writing, of his option to take compensatory time off in  
21 lieu of being paid in cash, and said compensatory time off shall be taken by the employee  
22 within thirty (30) days after the employee is entitled to receive it.

23 (i) An employee shall not be given compensatory time off for  
24 overtime work in renovating vacant units, and in lieu of  
25 compensatory time the employee shall be paid for such  
26 overtime work.

### 27 18.3 Equal Distribution of Scheduled Overtime.

28 (a) When it becomes necessary for overtime work to be performed at a  
29 work site, Employer shall request employees to work in the following order:

30 (i) The employees who are working at the work site where the  
31 overtime is needed.

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(ii) The employees in order of seniority who are not working at the work site where the overtime is needed.

(b) Employer shall endeavor, insofar as may be reasonably practicable, to make equal distribution of scheduled overtime among employees within the bargaining unit, as set forth in Section 18.3(a). For the purpose of this Section 18.3(b), overtime refused by an employee shall be counted as overtime worked by that employee.

18.4 This Section is applicable only to those maintenance department employees who are scheduled to work the second shift (i.e., afternoons) consisting of four (4) consecutive ten (10) hour days. In the event that the provisions of this Section 18.4 conflict with any other provision of this Article 18, the provisions of Section 18.4 shall prevail. The Employer shall schedule a second shift for maintenance department employees, and the following rules shall apply to such employees:

(a) The normal work week shall be forty (40) hours in four (4) consecutive ten (10) hour days worked between Monday and Friday of each calendar week.

(b) "Scheduled Overtime" under this Section 18.4 means hours or fractions thereof which are worked by an employee either in excess of forty (40) hours during a weekly period or in excess of employee's ten (10) hour day, which abut the employee's regular work shift immediately before or after the normal work shift; provided, however, that such employee must work the entire regular shift. Overtime may be scheduled on Saturdays, Sundays, or holidays.

(c) An employee who works Scheduled Overtime Monday through Saturday shall be paid at one and one-half times (1 1/2 x) the employee's regular straight time rate of pay for all Scheduled Overtime hours worked.

(d) An employee who works Scheduled Overtime on a Sunday shall be paid at two times (2 x) the employee's regular rate of pay for all Scheduled Overtime hours worked on Sunday.

(e) If an employee is required to work Scheduled Overtime on a holiday, the employee shall be paid ten (10) hours at the employee's regular rate of pay for the holiday and two times (2 x) the employee's regular rate of pay for all hours worked on said holiday.

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(f) There will be two (2) fifteen (15) minute paid rest periods in each shift, one prior to and one following the lunch hour. Such rest breaks will be governed in general by the provisions of Section 18.1(c).

(g) The benefits of employees working pursuant to this Article 18.4 shall not be changed in any way and such employees will receive the same benefits they would have received if they were working five (5) consecutive eight (8) hour days.

(h) Each employee working the schedule set forth in Section 18.4(a) will be given three (3) consecutive days off either Friday, Saturday and Sunday or Saturday, Sunday and Monday.

(i) It is the intent of the parties that the provisions of this contract regarding holidays, Scheduled Overtime, and related matters will be equitably applied so that the employees whose schedules are governed by this Section 18.4 will be treated fairly. For example, if a holiday falls on a Friday or Monday which is a scheduled day off for an employee, such employee will be entitled to a day off on Thursday or Tuesday, as the case may be, provided that such arrangement does not unreasonably interfere with the efficiency of operations; otherwise, such employee will be entitled to a day off within the same pay period to observe such holiday.

(j) The second shift described above shall begin no earlier than noon and end no later than 3:00 A.M. of each day.

(k) Employees who volunteer will work the foregoing schedule. If there is an insufficient number of volunteers, employees will be assigned by reverse seniority by quadrant. In the event that there are more volunteers than are needed, the volunteers will be selected according to seniority by quadrant with the positions being awarded to the most senior employees assigned to each quadrant.

(End of Article 18)

1 ARTICLE 19

2 Filling of Vacancies, Promotion and Transfer

3 19.1 For the purposes of this Section, a "permanent vacancy" is defined as  
4 occurring when Employer desires to fill a permanent opening within the bargaining unit  
5 which is created either, (i) through an existing employee permanently leaving the  
6 employment of Employer, or (ii) an employee permanently leaving his job title, or (iii)  
7 because Employer has increased the total number of permanent positions in the bargaining  
8 unit.

9 19.2 (a) No job in the bargaining unit may be filled before being posted as  
10 provided herein. Whenever a permanent vacancy occurs, such vacancy shall be posted  
11 for seven (7) working days if and when Employer, in its sole discretion, decides to fill the  
12 position. During said seven (7) working days, bids will be accepted by Employer.  
13 Employees are required to bid during the time of such posting or be considered to have  
14 waived their rights to such posted vacancy. In order to bid on a job, an employee must  
15 complete and submit to Employer a "Job Bid Request" form. An employee shall not be  
16 permitted to bid on a job on a day during which he is serving a disciplinary suspension  
17 without pay. Any person, including non-employees, may bid on the posted job.

18 (b) The posted vacancy shall contain the following:

- 19 (i) The job title;  
20 (ii) The grade and salary of position;  
21 (iii) The location;  
22 (iv) The hours of work;  
23 (v) The job description;  
24 (vi) The minimum qualifications for the position;  
25 (vii) The person to contact if interested;  
26 (viii) The deadline for submitting application.

27 19.3 The term promotion, for purposes of this Agreement, shall mean the act  
28 of placing an individual in a position within the bargaining unit which carries a higher  
29 salary range than that previously held. The promoted employee shall realize an increase  
30 in pay according to Exhibit 1-E Wage Schedule.

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1           **19.4** (a) Permanent vacancies may be filled by Employer to the fullest  
2 extent possible, consistent with efficient operations, by promotion of qualified employees.  
3 Where two (2) or more applicants have applied, and it has been determined by Employer  
4 that the applicants' qualifications are equal, seniority will prevail with the promotion being  
5 awarded to the more senior applicant.

6           (b) Employer will evaluate all candidates who meet the criteria stated in the  
7 job description and, in selecting among such candidates, may take into account work  
8 record, demonstrated job performance, skills, attitude, knowledge and capacity. Employer  
9 may utilize testing to aid in its determination and such testing, whether written or oral or a  
10 combination thereof, may include:

11                   (i)       Demonstrations of skill, physical fitness, efficiency and  
12                               manual dexterity;

13                   (ii)       Evaluations of capacity, knowledge, experience, training and  
14                               mental or psychological fitness or adaptability.

15           (c) Provided that Employer acts in good faith and without personal  
16 favoritism, nothing herein shall be construed to prohibit Employer from:

17                   (i)       Deciding not to fill any vacancies; provided, however, that  
18                               when Employer decides not to fill a vacancy after it has been  
19                               posted, Employer's Executive Director or Director of  
20                               Administration shall, upon request, explain the reason to the  
21                               Chief Steward;

22                   (ii)       Creating a new or different job title;

23                   (iii)      Select non-bargaining unit applicants for vacancies to meet  
24                               affirmative action requirements.

25           **19.5** All bids for job vacancies in the bargaining unit shall be considered  
26 within ten (10) working days after the closing of the bidding period by Employer. Within  
27 seven (7) working days following such ten (10) day period, the identity of the successful  
28 bidder will be made known by posting on bulletin boards. When the successful bidder is  
29 an employee who will be making a lateral transfer, the lateral transfer shall be completed  
30 within ten (10) working days after the closing of the bidding period.

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1           Unsuccessful bidders shall have access to the Grievance Procedure (Article  
2 13). In addition, if a request is made by an unsuccessful bidder or the Union on behalf of  
3 and with permission of such bidder, the Director of Administration or other designee of the  
4 Executive Director will advise the unsuccessful bidder in writing why the job was awarded  
5 to someone else. If an unsuccessful bidder is awarded the position through arbitration, the  
6 arbitrator shall determine the remedy unless otherwise agreed by the parties. In  
7 determining the remedy, the arbitrator shall specify which employees shall retrogress or be  
8 laid off, as the case may be, in accordance with Layoff and Recall (Article 22) provisions.

9           Retrogression, as used in this Agreement, is defined as movement or  
10 assignment on a permanent basis to a position in the same or lower grade.

11           19.6 (a) A newly-promoted employee may be returned to his former position  
12 and former rate of pay (i) if within the first ninety (90) days he fails to satisfactorily  
13 perform the functions of the job, or (ii) if he is required to vacate his position because  
14 another employee is entitled to such position through the right of retrogression. A newly-  
15 promoted employee who is returned to his former position shall have access to the  
16 Grievance Procedure (Article 13).

17           A newly-promoted employee who is returned to his former position shall  
18 displace the employee in such former position with the least seniority in that department  
19 and grade. The displaced employee shall be returned to the position from which he was  
20 transferred, in turn displacing the employee with the least seniority in that department and  
21 grade. This process of retrogression shall continue until the effect of the promotion is  
22 reversed.

23           (b) An employee who exercises his bidding rights, is promoted to the  
24 position but fails to satisfactorily perform the functions of the job within the first ninety (90)  
25 days after the promotion and is returned to his original position and rate of pay shall be  
26 ineligible to exercise his bidding rights for six (6) months after the return to his original  
27 position.

28           19.7 Employer shall make temporary assignments in accordance with its  
29 management rights as described in Article 12, and such temporary assignments shall be  
30 made in writing.

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ARTICLE 20

Probationary Period

New employees shall be considered as probationary employees for the first ninety (90) days and during such probationary period Employer shall have sole discretion to discipline or discharge such employees for failure to render satisfactory performance or for violations of Employer policies and procedures or conditions of employment. Discipline or discharge during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement (Article 13). Probationary employees are not eligible to bid on position vacancies.

(End of Article 20)

1 ARTICLE 21

2 Call In Pay

3 21.1 If an employee is called in to work because of an emergency outside  
4 the employee's regular shift and such time does not abut that shift, the employee shall be  
5 paid one and one half times (1 1/2 x) the employee's regular straight time rate of pay for  
6 emergency work occurring on Monday through Saturday, and such employee shall be  
7 deemed to have worked a minimum of one and one-half (1 1/2) hours. If an employee is  
8 called in to work because of an emergency on a Sunday or holiday, the employee shall be  
9 paid at two times (2 x) the employee's regular straight time rate of pay for actual time  
10 worked and shall be deemed to have worked a minimum of one and one-half (1 1/2)  
11 hours.

12 21.2 If an employee is called to report to work earlier than the normal  
13 starting time or requested to work beyond his regular shift, and such time abuts that shift,  
14 the employee shall be paid at one and one-half times (1 1/2 x) his regular straight time  
15 rate. The employee must work the entire shift to receive overtime pay. (See Section 18.2,  
16 Overtime.)

17 21.3 If an employee carries an overtime phone for Employer business  
18 purposes, the employee shall be paid sixty dollars (\$60.00) for each seven (7)  
19 consecutive days the employee carries the overtime phone.

20 (a) SMHA will establish a monthly schedule for carrying the overtime  
21 phone. The manager will first attempt to fill the schedule with the employees from the  
22 assigned area who are willing to carry the overtime phone. If there are no employees  
23 willing to carry the phone within the area, the Manager will contact the Director or  
24 Assistant Director of Housing Management to ask for volunteers from another area to carry  
25 the phone. An employee from another area who is willing to work at the scheduled time  
26 will be assigned. The assigned employee must have the skills and ability to complete the  
27 work in the assigned area. Such employees are required to follow the established  
28 procedure to ensure that the proper area is billed for the work completed. If there are no  
29 qualified employees from any area willing to work at the scheduled time, an employee will  
30 be assigned in inverse order of seniority on a rotational basis from the area needing the  
31 coverage to carry the phone.

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**ARTICLE 22**

**Layoff and Recall**

**22.1** It is the policy of Employer to stabilize employment so that employees may be provided with regular and continuous work. In the event that a reduction in the work force within the bargaining unit becomes necessary, employees within the bargaining unit will be selected for layoff by reverse order of seniority within the department and grade. Recalls shall be in order of seniority within the department and grade. Employees within the bargaining unit shall be selected for layoff in the following order within the department and grade:

- (a) Employees who have not completed the probationary period, as specified in Art.20;
- (b) Temporary and part-time employees;
- (c) Regular, full-time employees with the least seniority.

**22.2** Any employee who would otherwise be laid off may bump (i.e., replace) the least senior employee in the same department and grade. If such employee who would otherwise be laid off has the least seniority in such employee's department and grade, such employee may bump the least senior employee in the next lower grade in the same department if such employee remains physically and mentally qualified, in the judgment of Employer, and provided an extensive period of retraining is not required or the employee has previously performed the job in question. Any employee who bumps an employee with less seniority shall be paid at the appropriate rate within the salary range of the lower grade.

**22.3** Whenever possible, Employer will provide thirty (30) days advance notice of a layoff to those employees affected by the layoff; but in any event such notice shall be no later than seven (7) days in advance of the layoff. Any such notice shall be provided simultaneously to the President of Union.

**22.4** In the event two (2) or more employees in the same department with the same grade attain seniority on the same day and date, individual seniority shall be determined on the basis of the initial of the last name as of the date of hire (A to Z being the highest to lowest seniority).

1           22.5 (a) An employee shall have three (3) working days from receipt of  
2 notice of layoff to inform Employer in writing of the election of the employee to exercise  
3 the right to bump another employee and failure to give such written notice shall be  
4 deemed to be an election not to bump. Such employee who elects not to bump shall not  
5 lose the right to recall to the employee's regular job but shall lose bumping rights for the  
6 duration of the layoff.

7           (b) Employer shall have three (3) working days after receipt of the written  
8 election of any employee to bump another employee to determine whether such employee  
9 has a right to bump in accordance with the provisions of this Article 22.

10           (c) If the employee is not in agreement with the decision of Employer  
11 regarding the right to bump, such employee may file a grievance in accordance with the  
12 Grievance Procedure set forth in Article 13.

13           22.6 No person shall be hired into, or promoted to, a job title while an  
14 employee in the same department and grade is on the recall list.

15           22.7 Employees will be carried on a recall list for a period of two (2) years  
16 following layoff. Employees will be recalled in the reverse order of layoff. Notice of recall  
17 shall be first by telephone and confirmed the same day by certified mail, return receipt  
18 requested, to the most current home address furnished by the employee to the Personnel  
19 Department. It shall be the sole responsibility of the employee to give Employer a  
20 telephone number and address where such notice is to be given. Employees will be given  
21 forty-eight (48) hours from the time of notification by telephone or receipt of certified mail  
22 to advise Employer of their intent to report for work and must report within five (5) working  
23 days of such recall notification. If the employee fails to respond, he forfeits his recall  
24 rights.

25           22.8 Seniority and length of service credit for retirement benefits will  
26 continue to accumulate during any layoff of thirty (30) days or less. Employees laid off  
27 for more than thirty (30) days and subsequently recalled within two (2) years from the  
28 date of layoff shall be credited with the years of service and seniority accumulated at the  
29 time of layoff. No vacation days or days of paid absence will be earned during layoff.  
30 When an employee returns to work following recall, however, the employee may use any  
31 vacation days or days of paid absence accumulated at the time of layoff. If the employee

1 so requests, vacation pay equal to the number of days accumulated, minus the number of  
2 days taken, will be paid at the time of layoff.

3           22.9 On the first day of the first month after which an employee has been  
4 laid off for more than thirty (30) days, Employer shall stop making payment for medical  
5 and life insurance on behalf of such employee. It is the intention of the parties that the  
6 benefits provided for the employees pursuant to Articles 32 (Hospitalization and Insurance)  
7 and 33 (Life Insurance) shall cease on the first day of the first month following thirty (30)  
8 days after the employee has been laid off.

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(End of Article 22)

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1 ARTICLE 23

2 Sick Leave and Leave Without Pay

3 23.1 All employees in the bargaining unit shall be entitled for each  
4 completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours  
5 with pay. Employees may use sick leave, upon approval of the employee's supervisor or  
6 department director, for absence due to the following:

- 7 (a) Personal illness, pregnancy, injury, exposure to contagious  
8 disease which could be communicated to other employees;
- 9 (b) Visits to doctors and dentists by the employee if the doctor  
10 or dentist examines or renders treatment to the employee  
11 during the visit;
- 12 (c) Employee attending to the serious illness or injury of a  
13 member of employee's immediate family or to attend to a  
14 member of employee's immediate family who is hospitalized;  
15 for purposes of this Section 23.1, "immediate family" means  
16 mother, father, brother, sister, son, daughter, legal spouse,  
17 mother-in-law, father-in-law, foster child, grandchild and  
18 step-child.
- 19 (d) Attendance at a funeral outside of the State of Ohio, as  
20 provided for in Article 26 (Funeral Leave).

21 23.2 Unused sick leave shall be cumulative without limit. The parties  
22 acknowledge that attendance is crucial. As such a perfect attendance bonus of \$200.00  
23 shall be paid every six (6) months beginning October 1, 2014, if an Employee has used  
24 no sick leave in the preceding six (6) month period.

25 23.3 When sick leave is used, it shall be deducted from the employee's  
26 credit on the basis of one (1) hour for every one (1) hour of absence from previously  
27 scheduled work. The employee shall furnish to Employer a satisfactory, written, signed  
28 statement to justify the use of sick leave. If medical attention is required, or if the  
29 employee uses sick leave for four (4) consecutive working days, a certificate from a  
30 licensed physician shall be required to justify the use of sick leave. Falsification of either  
31 a written, signed statement or a physician's certificate shall be grounds for disciplinary

1 action including dismissal.

2           **23.4** Upon retirement from Employer, employees hired prior to April 1, 2008,  
3 with a minimum of ten (10) years of service with Employer or employees who are  
4 permanently and totally disabled at the time of retirement shall have the right to convert  
5 accumulated sick leave into a cash bonus at the rate of one (1) day's pay for each two  
6 (2) days of unused, accumulated sick leave. Employees hired on or after April 1, 2008,  
7 shall be compensated at the rate of one (1) day's pay for each three (3) days of unused,  
8 accumulated sick leave. Employees hired on or after April 1, 2011, shall be compensated  
9 at a rate of one (1) days pay for each four (4) days of unused, accumulated sick leave  
10 and unused, accumulated sick will be capped at 240 hours total payout. For purposes of  
11 this Section 23.4, an employee is "permanently and totally disabled" if he is permanently  
12 unable to engage in any sustained remunerative employment.

13           **23.5** Upon the death of an employee hired prior to April 1, 2008, his unused  
14 accumulated sick leave shall be converted into cash, to be paid to his estate at the rate of  
15 one (1) day's pay for each one and one-half (1 1/2) days of unused, accumulated sick  
16 leave. Employees hired on or after April 1, 2008, but before April 1, 2014, shall be  
17 compensated at the rate of one (1) day's pay for each two (2) days of unused,  
18 accumulated sick leave. Employees hired on or after April 1, 2014 shall not be entitled to  
19 any payout of unused, accumulated sick leave upon death.

20           **23.6** After the expiration of sick leave as provided above and after the  
21 expiration of vacation leave as provided in Article 30 (Vacations) below, an employee  
22 shall be granted, upon written request, a leave of absence without pay on account of  
23 disability caused by illness, injury or pregnancy, subject to the following conditions:

- 24                   (a)       He must be an employee of Employer for a minimum of one  
25                               (1) year and 1250 hours worked.
- 26                   (b)       He must provide, along with his written request for leave, a  
27                               doctor's certificate or other similar reliable evidence of (i) the  
28                               necessity for the leave and (ii) the estimated length of the  
29                               leave.
- 30                   (c)       A certificate from the employee's physician as to the  
31                               employee's fitness to perform his required duties shall be a

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prerequisite to his return to work at the expiration of the leave.

(d) The maximum duration of such leave, including leave to which the employee is entitled under the Family and Medical Leave Act of 1993, shall be for a period of 6 months.

23.7 The phrase "public agency" as used in this Agreement shall mean any county, municipality or township in the State of Ohio, any Ohio state college or university, any local school district, and any public housing authority located in Ohio.

23.8 The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of sick leave accumulation permitted in a public agency to which the employee transfers.

(End of Article 23)

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**ARTICLE 24**

**Family and Medical Leave Act**

**24.1** The Employer shall comply with the requirements of the Family and medical Leave Act as provided in the Employer's policy in effect as of April 1, 2014.

**(End of Article 24)**

ARTICLE 25

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**(End of Article 25)**

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**ARTICLE 26**

**Funeral Leave**

**26.1** When death occurs to an employee's legal spouse, mother, father, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents in-law or grandchildren, step-relatives or any person who stands in the place of parents, an employee, upon request, will be excused and paid for up to a maximum of three (3) scheduled working days. Such employee shall receive eight (8) hours at the employee's straight-time hourly rate in effect on the date on which the funeral occurs. An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime.

**26.2** If an employee attends the funeral of any person specified in Section 26.1, and the funeral is outside of the State of Ohio, the employee may, at the employee's discretion, be granted an additional two (2) days funeral leave. The additional two (2) days shall be charged against the employee's sick leave.

**(End of Article 26)**

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ARTICLE 27

Jury Duty

27.1 An employee who is called for jury service or subpoenaed as a witness shall be excused from work for the hours in which he serves. "Service", as used herein, includes reporting for jury or witness duty when summoned, whether or not the employee is used. "Service" begins at the time the employee arrives at the courthouse and "service" ends at the time the employee is dismissed from the courthouse. Such employee shall receive, for each hour of service in which he otherwise would have worked, the employee's straight-time hourly rate in effect on the date he was first scheduled to serve.

27.2 The employee shall present proof to his Department Director, that the employee did serve or report as a juror or was subpoenaed and reported as a witness and the amount of pay, if any, received therefore. The proof shall also contain the time the employee arrived at the courthouse and the time the employee was dismissed from the courthouse. All payments for such service shall immediately be delivered to Employer's Finance Department.

(End of Article 27)

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**ARTICLE 28**

**Military Leave**

**28.1** All employees who are members of the Ohio national guard, the Ohio defense corps, the Ohio naval militia, or members of other reserve components of armed forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year. The employee shall provide the employee's authorization to the employee's Department Director whom shall send the payroll specialist a copy of the authorization. Employee shall remit to the Employer the fees received from such military service. In the alternative, the employee may opt to keep any military fees received from such military service in lieu of the employee's regular hourly rate of pay for the employee's regular work hours. An employee may use vacation for this purpose if the employee so chooses.

**(End of Article 28)**

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ARTICLE 29

Union Leave

29.1 One (1) member of Union shall be entitled to three (3) days per year leave without pay to attend the Union's State Conference and five (5) days per year leave without pay to attend the Union's National Convention.

29.2 Employer may grant one (1) additional member of Union three (3) days per year leave without pay to attend the Union's State Conference and five (5) days per year leave without pay to attend the Union's National Convention. Employer's decision in allowing said leave without pay shall be based upon Employer's current work load and upon the current needs of Employer.

(End of Article 29)

1 ARTICLE 30

2 Vacations

3 30.1 Each full time bargaining unit employee of Employer shall have earned  
4 and shall be due upon the completion of 90 days of employment vacation leave as  
5 defined in Section 30.3. An employee shall not be permitted to utilize vacation time to  
6 excuse being tardy.

7 30.2 Employees who have less than six (6) months of service and who  
8 terminate their employment prior to attaining six (6) months of service shall not be entitled  
9 to any pro-rata vacation as provided herein.

10 30.3 All regular full time employees shall be granted the following vacation  
11 leave with full pay for each year based upon their length of Employer service as follows:

12 Service

Time

13 0	5 years	2 weeks/year or 6.67 hours/month
14 6 years	10 years	3 weeks/year or 10.0 hours/month
15 11 years	15 years	4 weeks/year or 13.34 hours/month
16 16 years	20 years	5 weeks/year or 16.67 hours/month
17 21 years and over		6 weeks/year or 20.0 hours/month

18 With such new accruals to begin April 1, 2014.

19 30.4 (a) The administration of vacations shall be in accordance with the  
20 rules and regulations established by Employer's Executive Director. Vacation time may be  
21 utilized in one-hour increments, provided that the necessary forms and procedures are  
22 followed.

23 (b) During the first quarter of each calendar year, employees will be given  
24 an opportunity to indicate on a form provided by Employer their vacation leave preferences  
25 to be approved or disapproved by the employee's supervisor or department director during  
26 the first quarter, and promptly thereafter, a written vacation schedule will be prepared by  
27 Employer with priority given to employees according to the seniority of the employees  
28 within their respective departments to the extent consistent with operational requirements.  
29 Once the vacation schedule is determined, it shall not be changed without the consent of  
30 the involved employee(s), except in response to an operational emergency. Any employee  
31 who fails to make his vacation application during the appropriate period will be given his

1 vacation leave without regard to seniority based upon when his application was made, at  
2 the convenience of Employer.

3           **30.5** Employees with more than six (6) months of service shall be entitled  
4 to a pro-rata vacation upon termination of employment and upon retirement as set forth  
5 herein, at the rate of pay being received by the employee at the date of separation from  
6 service.

7           **30.6** Vacation leave year shall be from January 1 through December 31.  
8 Leave from regular employment at regular pay shall be computed on the basis of hours  
9 per month of credited service.

10           **30.7** Vacation leave not taken by all regular full time employees may be  
11 accumulated up to three (3) times the amount of that which is accrued in a current  
12 calendar year. Employees hired on or after April 1, 2011 is as follows: Vacation leave  
13 not taken by all regular full time employees may be accumulated up to one (1) times the  
14 amount of that which is accrued in a current calendar year. In no event shall an  
15 employee who has accumulated more than one (1) times his allowable leave be paid for  
16 vacation leave not taken. Employees who accrue 3 weeks or more per year shall be  
17 entitled annually to "cash in" one-half of their annual accrual provided notice of that desire  
18 (and the amount of the involved accrual) is provided to Employer no later than November  
19 1 of each year.

20           **30.8** Upon separation from employment, any accumulated paid vacation time  
21 allowable under Section 30.7 above shall be paid to the employee or his estate, whichever  
22 is applicable.

23           **30.9 Emergency Vacation Time.** (a) An employee may use not more than  
24 three (3) days annually of earned and accumulated vacation leave for emergency  
25 purposes. An emergency situation is one over which the employee has no control or one  
26 that requires immediate attention. Notice of such emergency or urgent personal business  
27 shall be given as many days in advance as possible.

28           (b) The request for the use of vacation days for emergency leave shall be  
29 filed on the regular Employer leave form, and shall be in either four (4) hour or eight (8)  
30 hour increments. The approval or non-approval of the use of an emergency vacation day  
31 will be initially made upon the basis of the needs of Employer and information provided

1 upon said form.

2 (c) If an employee falsifies information on the Employer leave form, the  
3 employee shall not be paid for time not worked due to the falsified "emergency" and the  
4 employee shall be subject to the disciplinary procedures of Employer as set forth in Article  
5 15 (Work Rules). Any compensation actually received by the employee from Employer for  
6 time not worked due to the falsified "emergency" shall be repaid to Employer by the  
7 employee or an amount equal to said compensation shall be deducted from the employee  
8 the pay period following discovery of the falsification.

9 (d) The following are examples of an emergency situation:

- 10 (i) Death, other than immediate family;
- 11 (ii) Fire, explosion or calamity at the residence of employee;
- 12 (iii) Serious accidents in the immediate family.

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14

(End of Article 30)

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1 ARTICLE 31

2 Holidays

3 31.1 All regular full-time employees shall be entitled to paid holidays as  
4 follows:

- 5 (a) The first day of January (known as New Year's Day);  
6 (b) The third Monday in January (known as Martin Luther King  
7 Jr.'s Birthday);  
8 (c) The third Monday in February (known as Presidents' Day);  
9 (d) Good Friday;  
10 (e) The fourth Monday in May (known as Memorial Day);  
11 (f) The fourth day of July (known as Independence Day);  
12 (g) The first Monday in September (known as Labor Day);  
13 (h) The second Monday in October (known as Columbus Day);  
14 (i) The eleventh day of November (known as Veterans' Day);  
15 (j) The fourth Thursday in November (known as Thanksgiving  
16 Day);  
17 (k) The day after Thanksgiving Day;  
18 (l) The 25th day of December (known as Christmas Day);  
19 (m) A floating holiday, as set forth in Section 31.7.

20 31.2 To be entitled to holiday pay, the employee must work his last  
21 scheduled shift prior to the holiday and his first scheduled shift following the holiday. This,  
22 however, does not apply to any type of excused absence on the days immediately prior to  
23 or immediately subsequent to the holiday.

24 31.3 Holiday pay shall be computed on the basis of the employee's straight-  
25 time hourly rate in effect on the date on which the holiday occurs or is observed.

26

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1                    31.4 When a holiday falls on Sunday, the following Monday shall be  
2 observed as the holiday. If any of the above holidays fall on a Saturday, the preceding  
3 Friday shall be observed as the holiday.

4                    31.5 If an employee is on sick leave and receiving sick leave pay, and a  
5 holiday falls during said leave, the holiday shall not be charged against the employee's  
6 sick leave.

7                    31.6 If a holiday falls during an employee's vacation period, the employee  
8 shall be paid for the holiday as provided in this Article 31 but shall not, in addition, receive  
9 vacation pay as provided in Article 30, and the holiday shall not be charged against the  
10 employee's vacation leave.

11                   31.7 An employee shall be entitled to take a day off each year as a floating  
12 holiday provided the employee notifies employer, in writing, at least fourteen (14) days  
13 before that day.

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(End of Article 31)

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ARTICLE 32

**32.1 Hospitalization and Insurance:** SMHA will continue the medical, dental vision and prescription drug plan in effect on May 1, 2014 through April 30, 2015 without change in plan design (unless mandated by law or the carrier) or change in employee monthly contribution amount for employees.

Annually, the employer may request bids from other insurance carriers to provide medical, vision, and prescription drug benefits to employees. Employees will be offered/provided the same medical, dental, vision, and prescription drug benefits as are offered/provided to non-union employees of the SMHA. It is the intention of the SMHA to keep the benefits provided by it similar to the plan design provided as of May 1, 2014. Employees' monthly contributions will be as follows:

Monthly Health Care Premium Employee Contribution Paid Before Taxes

	<u>4/1/2014</u>	<u>4/1/2015</u>	<u>4/1/2016</u>
Single	\$25.04/month	\$37.56/month	\$50.08/month
Employee + Child(ren)	\$42.26/month	\$63.40/month	\$84.53/month
Employee + Spouse	\$55.03/month	\$82.55/month	\$110.07/month
Family	\$77.29/month	\$115.94/month	\$154.58/month

**32.2** Employer portion of premiums for hospitalization and health care insurance during illness shall be paid by Employer (i) while the employee is receiving sick leave benefits as specified in Section 23.1 herein, and (ii) during the first six (6) months the employee is on disability leave without pay as specified in Section 23.6 herein. Employee is responsible for pay employee's portion of medical premiums while out on leave without pay as specified in Section 23.6

(End of Article 32)

1 ARTICLE 33

2 Life Insurance

3 33.1 Employer shall provide each full-time employee with a \$50,000 life  
4 insurance policy. In addition, accidental death and dismemberment benefits up to  
5 \$50,000 are available to each full-time employee. In addition, employees will be  
6 permitted to continue life insurance coverage at their own cost after retirement under the  
7 group insurance plan of the Employer. Furthermore, employees will be permitted to  
8 purchase at their own cost additional life insurance coverage above \$50,000.

9 33.2 In the event of an employee's death from any cause, \$50,000 is  
10 payable to his beneficiary in a single sum or in installments. An employee may change  
11 his beneficiary or method of payment at any time by means of a written notice to  
12 Employer's Finance Department.

13 33.3 Accidental death and dismemberment benefits are payable if an  
14 employee suffers an injury caused directly and exclusively by external, violent and purely  
15 accidental means and as a result independently of all other causes of the injury the  
16 employee suffers a loss of life, limb or sight. The accident must happen while the  
17 employee is insured and the loss must occur within ninety (90) days after the date of the  
18 accident. All benefits other than benefits for loss of life are payable to the employee.  
19 Benefits for loss of life are payable to the employee's beneficiary.

20 33.4 Employees should refer to the appropriate insurance booklet for  
21 additional information on the policy and benefits.

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23 (End of Article 33)  
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ARTICLE 34

Other Benefits

34.1 Employer agrees to continue the policy of payroll deductions for the following: U.S. Savings Bonds, direct deposit, regular savings, United Way, Christmas savings, employee fund, COPE, Flexible Spending Account; optional ancillary products and Credit Union.

34.2 The Travel Policy adopted September 1, 2006, and described in Section 4.9 "Expense Reimbursement" of the Employee Handbook, presently in effect, shall continue as long as said Employee Handbook is in effect. In the event a new Employee Handbook or Personnel Policy is adopted during the term of this Agreement, then the Travel Policy contained in the new Employee Handbook or Personnel Policy shall control this Section 34.2. Employees will be reimbursed for optional standard mileage at the same rate as is established by the Internal Revenue Service from time to time.

(End of Article 34)

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ARTICLE 35

Longevity Pay

35.1 A full time employee hired after January 31, 1985, shall receive, in addition to the employee's regular rate of pay, longevity pay annually in accordance with the following schedule:

<u>Anniversary Date (Years)</u>	<u>Amount</u>
3	\$ 135
4	180
5	225
6	270
7	315
8	360
9	405
10	450
11	495
12	540
13	585
14	630
15	675
16	720
17	765
18	810
19	855
20	900
21	945
22	990
23	1,035
24	1,080
25 and over	1,125

1           35.2 A full time employee who was hired before January 31, 1985, and  
 2 whose third (3rd) anniversary date falls after January 31, 1985, will be paid longevity pay  
 3 in the amount of \$150.00 on the third (3rd) anniversary date. Thereafter, the longevity  
 4 pay of such employee will be increased by \$45.00 on each anniversary date until a  
 5 maximum of \$1,140.00 longevity pay is reached, at which time there will be no further  
 6 increases in longevity pay for such employee. A full time employee hired on or after April  
 7 1, 2011, shall receive, in addition to the employee's regular rate of pay, longevity pay  
 8 annually in accordance with the following schedule:

	<u>Anniversary Date (Years)</u>	<u>Amount</u>
9		
10	3	67.50
11	4	90.00
12	5	112.50
13	6	135.00
14	7	157.50
15	8	180.00
16	9	202.50
17	10	225.00
18	11	247.50
19	12	270.00
20	13	292.50
21	14	315.00
22	15	337.50
23	16	360.00
24	17	382.50
25	18	405.00
26	19	427.50
27	20	450.00
28	21	472.50
29	22	495.00
30	23	517.50
31	24	540.00

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25 and over

562.50

35.3 A present full time employee whose third (3rd) anniversary date occurred before January 31, 1985, shall be paid longevity pay in the amount equal to \$50.00 multiplied times the number of anniversary dates which occurred before January 31, 1985. Such employee shall be paid longevity pay in the amount equal to \$45.00 multiplied times the number of anniversary dates which occur after January 31, 1985; provided, however, longevity pay for such employee shall not be increased after the twenty-fifth (25th) anniversary date of such employee.

35.4 For purposes of this Article 35, the anniversary date of an employee shall be the day and month on which the employee first performs an hour of service for Employer, except that an employee whose anniversary date falls in either June or December shall be deemed to have an anniversary date on the first (1st) pay day of such month [e.g., an employee whose first (1st) hour of service is performed on June 30 shall have an anniversary date on the first (1st) pay day in June of each year].

35.5 Each employee shall acquire a vested interest in the employee's longevity pay as provided in Section 35.1 on the employee's anniversary date. A person who is no longer employed by Employer on the employee's anniversary date shall not be paid longevity pay (i.e., there shall be no pro-rata accrual or vesting of longevity pay).

(End of Article 35)

1 **ARTICLE 36**

2 **Wages**

3 **36.1 Wage Schedule.** All employees shall receive a one-time healthcare  
4 pay adjustment of 30 cents (\$0.30) per hour as of April 1, 2014. Also employees shall  
5 receive a two percent (2%) raise on April 1, 2014, a two percent (2%) raise on April 1,  
6 2015, and a two percent (2%) raise on April 1, 2016. Employees will be paid in  
7 accordance with the Wage Schedule set forth on Exhibit "E-1" attached hereto and made a  
8 part hereof.

9 **36.2 Explanation of Wage Schedule.** (a) Pursuant to the requirements of  
10 the Department of Housing and Urban Development, the Wage Schedule set forth in  
11 Section 36.1 is based on the comparable wages being paid to government employees in  
12 Stark County, Ohio.

13 (b) Commencing with the day and month on which an employee first  
14 performs an hour of service in a particular grade, the employee shall be paid the rate as  
15 indicated in the Wage Schedule set forth in Section 36.1.

16 **36.3** For all employees hired before April 1, 2011, the Employer will  
17 contribute to the employee's share of OPERS contribution as follows:  
18 As of April 1, 2014, the Employer will contribute 7% of the gross wages of each employee  
19 in the bargaining unit.  
20 As of April 1, 2015, the Employer will contribute 6% of the gross wages of each employee  
21 in the bargaining unit.  
22 As of April 1, 2016, the Employer will contribute 5% of the gross wages of each employee  
23 in the bargaining unit.

24 **36.4** For all employees hired on or After April 1, 2011, The Employer will not  
25 pay any portion of the employees' share of the P.E.R.S. contribution of the gross wages of  
26 the employees in the bargaining unit.

27  
28 **(End of Article 36)**

1 ARTICLE 37

2 Alcohol and Drug Policy

3 Employer is covered by the Drug-Free Workplace Act of 1988 (public law  
4 100-690, 54 Fed. Reg. 4951). The parties hereto agree that this Article 37 entitled  
5 "Alcohol and Drug Policy" will be part of the Agreement Between Stark Metropolitan  
6 Housing Authority and Communications Workers of America (CWA), AFL-CIO. References  
7 to "you" refer to the employee or employees. References to "we" or "our" refer to the  
8 Employer.

9 37.1 Purpose and Goals. Employees are our most valuable resource and  
10 their health and safety is, therefore, a serious concern. Substance abuse hurts job  
11 performance through increased absenteeism, lower job efficiency and increased accident  
12 rates. Employer will not tolerate the use of drugs or alcohol which could imperil the health  
13 and well-being of its employees or its reputation. We are committed to maintaining a safe  
14 and healthy workplace, free from the influence of drugs and alcohol.

15 37.2 What is Prohibited? The unlawful manufacture, distribution, dispensing,  
16 possession or use of a controlled substance or alcohol is prohibited in the Employer  
17 workplace. In addition, reporting to a workplace under the influence of a controlled  
18 substance or alcohol is prohibited by this Policy and Employer work rules.

19 37.3 What Action Will be Taken if This Policy is Violated? (a) Violation of  
20 this Policy will result in immediate discipline ranging from a written reprimand to immediate  
21 dismissal depending upon the severity of the offense.

22 (b) Employer reserves the right to discharge employees who test positive  
23 pursuant to drug or alcohol screening conducted under this Policy. However, in instances  
24 of a first offense, the employee may, at the discretion of Employer, be referred to a  
25 counseling/treatment program.

26 (c) An employee seeking treatment must sign an acknowledgement  
27 concerning the terms and conditions of the treatment and terms and conditions under  
28 which he/she will return to work, including an agreement to be subject to periodic,  
29 unannounced testing not to exceed four (4) times for a period of twelve (12) months after  
30 returning to work. Employees must pay all expenses associated with evaluation,  
31 counseling and treatment, not covered by the employee's insurance plan through

1 Employer.

2 (d) Employees who undergo counseling and treatment for substance abuse  
3 and who continue to work or upon return to work subsequent to the treatment, must meet  
4 all established standards of conduct and job performance.

5 (e) Employer may discipline up to and including terminating any employee  
6 who tests positive for alcohol or drugs while undergoing Employer-required counseling or  
7 treatment for alcohol or drug abuse or tests positive on a periodic, unannounced test for  
8 alcohol or drugs during the twelve (12) month period following completion of the  
9 rehabilitation program.

10 **37.4 Who is Covered by This Prohibition?**

11 All Employer employees (i.e., bargaining unit employees and non-bargaining  
12 unit employees) are covered.

13 **37.5 What is Employer's Awareness Policy?** (a) It is Employer's policy that  
14 the workplace should be free of alcohol and unlawful drugs. Accidents and injuries,  
15 disability and workers' compensation claims, absenteeism, tardiness, increased medical  
16 expenses, decreased productivity, lower quality of work, family problems and even  
17 premature death can be caused by alcohol and illegal drugs.

18 (b) Because of Employer's concern for the safety of our employees, tenants  
19 and property and our concerns about job performance, Employer will not allow the unlawful  
20 manufacture, distribution, dispensing, possession or use of a controlled substance in the  
21 Employer workplace. In addition, reporting to the workplace under the influence of a  
22 controlled substance or alcohol is prohibited by the current Employer work rules. For the  
23 purpose of this Policy, the workplace is defined as all Employer offices, properties owned  
24 by Employer, properties housing clients (tenants and/or applicants) of Employer, Employer  
25 vehicles, and any locations where the employee is acting in an official capacity for  
26 Employer. As a condition of employment, all employees are required to abide by all work  
27 rules, including those concerning alcohol and substance abuse.

28 **37.6 What Counseling, Rehabilitation or Employee Assistance Programs**

29 **are Available?** (a) Any employee who believes he or she may have a drug or alcohol  
30 problem has several options available to correct the problem.

31

1 (b) To assist employees to understand and to avoid the perils of drug and  
2 alcohol abuse, Employer has developed a substance abuse awareness and assistance  
3 program. Employer will conduct an ongoing educational effort to prevent and eliminate  
4 drug and alcohol abuse that may affect the workplace. The program will inform employees  
5 about:

- 6 (i) the dangers of alcohol and drug abuse in the workplace;
- 7 (ii) Employer's Alcohol and Drug Policy;
- 8 (iii) the availability of treatment and counseling for employees  
9 who voluntarily seek such assistance; and
- 10 (iv) the sanctions Employer will impose for violations of its  
11 Alcohol and Drug Policy.

12 (c) Employer recognizes that substance abuse is a medical problem which  
13 can be successfully treated. Early detection and treatment of alcohol or drug abuse is  
14 important for successful rehabilitation and for reduced work, personal and social disruption.  
15 Employer encourages employees who believe they have a drug or alcohol problem to seek  
16 the assistance of Employer's Employee Assistance Program (EAP). Employees are  
17 encouraged to contact Family Counseling Services for assistance through Employer's EAP.  
18 Assistance will be provided on a strictly confidential basis. An employee who voluntarily  
19 self-identifies as having a substance abuse problem and seeks treatment before violating  
20 this Policy will not be penalized for doing so. All costs of care and counseling not covered  
21 by Employer's provided health insurance plan shall be the responsibility of the employee.

22 (d) It is the responsibility of each employee to seek assistance from the  
23 EAP before alcohol and drug problems lead to a violation of this Policy and disciplinary  
24 action. Employees who undergo voluntary counseling or treatment and who continue to  
25 work must also meet all established standards of conduct and job performance. Voluntary  
26 requests for assistance will not prevent disciplinary actions for violations of Employer's  
27 Alcohol and Drug Policy and established standards of conduct and job performance.

28 **37.7 Drug/Alcohol Testing.** Drug and/or alcohol testing may be conducted  
29 under any one or more of the following conditions:

- 30 (a) **Pre-Employment Testing.** As a condition of employment an applicant  
31 must successfully pass a drug screen. Failure to pass the screen will

1 result in termination of the hiring process.

2 (b) **Post-Accident Testing.** If an employee is involved in an accident which  
3 requires the employee to seek medical attention, causes damage to  
4 Employer property or a tenant's property or causes injury to another  
5 individual, and if there is reason to suspect that the employee has  
6 violated this Alcohol and Drug Policy, then Employer reserves the right  
7 to require a drug/alcohol test.

8 **37.8 Test Procedures.** (a) The testing collection site will explain the testing  
9 procedures. Employees subject to testing will also be afforded the opportunity, prior to  
10 testing, to list all prescription and non-prescription drugs they have used in the last 30  
11 days and to explain the circumstances surrounding the use of such drugs to a medical  
12 review officer.

13 (b) Drug testing includes a split specimen procedural safeguard. Each urine  
14 sample is subdivided into two bottles. If the specimen tests positive, an employee may  
15 request a retesting (conducted with the original second split sample) within three (3) days  
16 of notification of a positive result. The costs of both drug tests shall be paid for by  
17 Employer. Alcohol testing includes a confirmation breath test procedural safeguard.

18 (c) Employees subject to testing must sign, prior to testing, any required  
19 form consenting to the testing and consenting to the release of the test results to  
20 Employer. Test results and related information will be treated confidentially and divulged  
21 to Employer management only on a need-to-know basis.

22 **37.9 What are Your Requirements Under the Drug-Free Workplace Act?**

23 (a) Compliance with Employer's Alcohol and Drug Policy is a condition of employment. A  
24 violation of this Policy, including a failure or refusal of an employee to cooperate fully, sign  
25 a required document, submit to any inspection or test, or follow any prescribed course of  
26 substance abuse treatment will be considered just cause grounds for termination in  
27 accordance with Article 12.2(e) of the Collective Bargaining Agreement.

28 (b) The Drug-Free Workplace Act requires each Employer employee, as a  
29 condition of employment, to:

30 (i) abide by the terms of this statement.

31

1 (ii) notify Employer of any criminal drug statute arrest, indictment  
2 and/or conviction for a violation occurring in the workplace  
3 no later than five days after such arrest, indictment or  
4 conviction.

5 **37.10 What Must Employer do Upon Notice of a Drug Conviction?** Within  
6 ten days after notification of a drug conviction, Employer will provide the Chicago Regional  
7 HUD office with the information and must either (a) take appropriate disciplinary action or  
8 (b) require satisfactory participation in an approved drug assistance or rehabilitation  
9 program, whichever Employer determines in its discretion to be appropriate within 30 days,  
10 in accordance with HUD regulations.

11 **37.11 Conclusion.** Employer earnestly requests the understanding and  
12 cooperation of all employees in implementing this Policy, as well as your ongoing input  
13 concerning the Policy. Employer also requires each new employee upon being hired to  
14 receive a copy of the Alcohol and Drug Policy and acknowledge receipt of such Policy by  
15 signing a receipt in substantially the following form.

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ARTICLE 38  
SEPARABILITY

If any provision of this Agreement is found to be in violation of law by a final order of a court of competent jurisdiction, or if Employer and Union agree that said provision is in violation of the law, then said provision shall be considered void and the other provisions of this Agreement shall remain in effect during the term of this Agreement. The parties shall begin negotiations with respect to any provision or provisions of this contract determined to be void or in violation of law, as specified herein, as soon as practicable.

IN WITNESS WHEREOF, the parties have hereunto set their official seals duly attested the day and year first above written.

Signed in the presence of  
Ann H. Smith  
R. J. Mele

STARK METROPOLITAN HOUSING  
AUTHORITY  
By: Herman L. Hill  
Herman L. Hill  
Executive Director  
By: Linda Beal  
Chairman of the Board

COMMUNICATIONS WORKERS OF AMERICA

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By: Mark A. Dunivant  
By: Michelle Bradford  
By: Dennis L. Adams



<b>PAY SCHEDULE 1 BARGAINING UNIT OFFICE EMPLOYEES</b>			
ANNUAL INCREASE EFFECTIVE APRIL 1		.30 + 102%/102%/102%	
<b>OFFICE GRADES</b>	2014	2015	2016
DEPARTMENT AND TITLE	Wages	Wages	Wages
<b>GRADE 4</b> OPERATIONS DEPT. MANAGER 1	\$17.74	\$18.09	\$18.45
<b>GRADE 3</b> SECTION 8 DEPT. SEC 8 INSPECTOR SEC 8 REVIEWER MAINT/DEV DEPT. PHA INSPECTOR OPERATIONS DEPT. ASST MANAGER RECERTIFICATION SPECIALIST	\$16.42	\$16.75	\$17.09
<b>GRADE 2</b> FINANCE DEPT. MAT. & INV. SPECIALIST OPERATIONS DEPT. LEASING SPECIALIST OPERATIONS/MAINT. ADMIN AIDE	\$15.52	\$15.83	\$16.15
<b>GRADE 1</b> FINANCE DEPT. PURCHASING CLERK WORK ORDER CLERK OPERATIONS DEPT. LEASING CLERK MANAGEMENT CLERK SECTION 8 DEPT. SEC 8 CLERK ADMINISTRATION DEPT. ENERGY CLERK SEC/RECEPTIONIST	\$13.53	\$13.80	\$14.08
<b>PAY SCHEDULE 2 BARGAINING UNIT MAINTENANCE EMPLOYEES</b>			
<b>MAINTENANCE GRADES</b>	2014	2015	2016
DEPARTMENT AND TITLE	Wages	Wages	Wages
<b>GRADE M5</b> MAINTENANCE DEPT. MAINT. MECHANIC 3	\$20.24	\$20.64	\$21.05
<b>GRADE M4</b> MAINTENANCE DEPT. MAINT. MECHANIC 1 & 2	\$19.73	\$20.12	\$20.52
<b>GRADE M2</b> MAINTENANCE DEPT. MAINTENANCE AIDE	\$17.32	\$17.67	\$18.02
<b>GRADE M1</b> MAINTENANCE DEPT. CUSTODIAN 2	\$13.53	\$13.80	\$14.08

