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STATE EMPLOYMENT
RELATIONS BOARD

UNION AGREEMENT

BETWEEN

**ZANESVILLE METROPOLITAN HOUSING
AUTHORITY**

AND

THE

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

Effective July 1, 2014 through June 30, 2016

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the International Union of Operating Engineers, Local 18S, hereinafter referred to as the (Union) and Zanesville Metropolitan Housing Authority, hereinafter referred to as (ZMHA) effective July 1, 2014 and remaining in effect through June 30, 2016.

ARTICLE I

RATES OF WAGES

Employees covered under this Agreement shall be paid at the following rates:

Pay Scale

	Effective 7/1/2014			Effective 7/1/2015	
	<u>Initial</u>	<u>Continuing</u>		<u>Initial</u>	<u>Continuing</u>
I	\$13.795	\$14.167	I	\$14.045	\$14.417
II	\$15.796	\$16.108	II	\$16.046	\$16.358
III	\$18.357	\$18.724	III	\$18.607	\$18.974
IV	\$18.910	\$19.288	IV	\$19.160	\$19.538

*Greg Starkey is grandfathered at the rate of \$20.383/hour

*Greg Starkey is grandfathered at the rate of \$20.633/hour

There will also be an additional one percent (1%) incentive available to be paid in July 2015 and July 2016 after the end of the fiscal year as a lump sum, provided there is an accident free workplace with no lost time or injury claims for the group for that fiscal year. In the event there is one (1) lost time injury accident in that fiscal year, the incentive payment would not be paid to that employee and the incentive payment to all other members would be one half percent (1/2%). There would be no incentive payment in the event of two (2) more lost time injury accidents in the fiscal year.

Entry Level will start at Level I. Levels II, III and IV will be for advancement. Employees cannot move from a level unless and until ZMHA agrees that they are qualified and a position is available.

Continuing employees covered under this Agreement shall be paid an additional forty cents (\$.40), above their hourly rate for hours worked on the afternoon shift and paid an additional fifty cents (\$.50), above their hourly rate for hours worked on the midnight shift. Shift hours will be defined as follows:

A shift (Midnight Shift)	11:00 p.m. through 7:30 a.m.
B shift (Day Turn)	7:30 a.m. through 4:00 p.m.
C shift (Afternoon)	2:30 p.m. through 11:00 p.m.

All employees with the exception of the temporary and seasonal classification shall receive all fringe benefits provided in this Agreement.

ARTICLE II

HOURS OF WORK

Eight (8) hours will constitute a day's work and forty (40) hours shall constitute a week's work. All work over eight (8) hours per any one (1) shift shall be paid at one and one half times (1 ½ x) the regular rate of pay. All hours worked over forty (40) in any one (1) week shall be paid at one and one half (1 ½) the regular rate of pay. There is one (1) ten (10) minute break at nine-o'clock (9:00) A.M. and forty-five (45) minute lunch break (to be taken on job work site when it is not convenient to go to Central Maintenance Lunch Room.)

Employees will receive twenty-four (24) hours notice prior to any change in shift whenever possible. However, emergency situations will be an exception. An employee called into work in an emergency shall receive a minimum of two (2) hours pay at one and one half times (1 ½ x) the regular rate.

Employees called into work during a level three (3) snow emergency shall receive pay at double (2x) their regular rate for all hours worked for that call in.

TIME CLOCKS

Each employee will be issued a pre-numbered card to swipe the timekeeper at the start and end of each shift. It is the employee's responsibility to keep this card in a secure place.

ARTICLE III

SENIORITY RIGHTS

Seniority rights are recognized. In the case of promotions, the employees with the greatest length of continuous service shall be considered, provided the employee has the necessary qualifications, physical fitness and ability as determined by ZMHA. Nothing in this Article shall be construed as giving the employee the right to bump any other employee. Provided such actions do not impair the efficient operation of ZMHA as determined by the Board of Commissioners, it is agreed that in the event of layoff, the last employee hired shall be the first (1st) laid-off. In the event of an increase in

the workforce following a layoff, the last employee laid-off shall be the first (1st) to be recalled. Employees will be eligible for these recall rights for three hundred and sixty-five (365) calendar days beginning the date their layoff was effective.

New personnel brought into the bargaining unit shall be placed at the bottom of the seniority list for bidding purposes only.

ZMHA, when filling maintenance positions with external applicants, will have applications dated as of the date returned. All things being equal, this dating will determine who has seniority. If two (2) or more maintenance personnel are hired at the same time from the existing list, the determination of seniority will be established by ZMHA Board by resolution.

All newly hired employees will be required to take and pass a physical, background check, driver's license verification, and drug screen at the time of hire.

ZMHA shall post a seniority list during the month of January of each year.

ZMHA may fill all vacancies immediately to insure continued operations. However, permanent vacancies shall be posted for bid for a period of five (5) workdays. Each employee wishing to bid on said job must do so on a job-bid form. When bidding on an open position, an employee may bid up or laterally, but not down in grade or pay scale, except that an employee may bid down in pay scale or grade with a documented reason acceptable to the Executive Director or designee. If more than one (1) bid is received, the job will be filled first (1st) by the most qualified employee or, if all things are equal, then by seniority. If no qualified employee bids for the job, the least senior qualified employee will be required to accept the job. If in the opinion of ZMHA there are no qualified employees bidding or available to assign to a permanent vacancy, ZMHA may hire a person with the necessary qualifications. Any employee awarded, assigned or hired to fill a continuing vacancy must successfully complete an introductory employment period as outlined in Article XI-B.

Shift preference shall be awarded on the basis of seniority, providing the senior employee has the necessary qualifications to perform the work. Shift preference shall be used no more often than once (1x) each twelve (12) months.

An employee promoted to non-working supervisor or foreman will retain his seniority and membership in the Union for a period of ninety (90) days after which he will apply for a Withdrawal Card from the Union.

Employees with less than two (2) years seniority bidding or permanently assigned to a higher paying job will advance twenty cents (\$.20) for each one thousand and forty (1040) hours worked until the new level is reached. Except where there is more than eighty cents (\$.80) difference between their present level and the new level the employee will advance twenty-five percent (25%) of the difference between the old and new level for each one thousand and forty (1040) hours worked until the new level is reached. Those with two (2) years seniority or more will start at the prevailing rate.

It is understood and agreed that the job descriptions are for the purpose of determining pay levels and are not to be considered as a complete description of an employee's job duties. Management retains the right to direct the workforce and to add or delete from the job description as business requires.

ZMHA employees will be required to work with and direct the work of recipients/applicants for various publicly funded assistance programs.

ZMHA will select qualified maintenance employees to be Crew Leaders for their area or designated area. The Crew Leaders will continue to perform their regular work duties and will assume the extra duties of giving direction to other employees or workers assigned to them. This will include the planning, scheduling, and detail of the work to be done. The Crew Leader will not have the authority to hire, discharge, or discipline other employees or enter into any contract on ZMHA's behalf for any reason. The Crew Leader will however be required to report any violation of this Agreement, work rules and regulations to ZMHA management.

ARTICLE IV

EMERGENCY OVERTIME

Pager System—The four (4) least senior employees with one (1) being the alternate, who are qualified and normally do unit work order type work will rotate the pager. That person will have pager responsibility for the weekdays, weekend and holiday hours up to four (4) days. Any shifts or times can be traded to accommodate employee's need with supervisor's approval. The employees will be compensated fifty cents (\$.50) per hour for the hours the pager is carried.

Once (1x) per year (January) each employee will be asked if they would like to be considered for emergency overtime throughout the year. A list will be kept, indicating the most senior person to the least senior person; within the classification that person is assigned.

ZMHA will contact the most qualified maintenance employee necessary to complete the task i.e.; electrical, plumbing. No statement will be given re: what the overtime work will consist of. The employee will answer yes or no based solely on that employee's willingness to work overtime. Work call outs will be based on the skills required for the tasks to be completed at the discretion of the Maintenance Supervisor (or designee).

Each time overtime is offered, a mark will be set beside the name of the employee who it is offered to whether it is accepted or not. The next employee in line will then be entitled to the next offering of overtime.

SCHEDULED OVERTIME

As work requirements demand, ZMHA will work employees to complete a work project under "scheduled overtime." As far as possible, overtime will be on a rotation basis with scheduled overtime being assigned by seniority to qualifying employees in the classification first (1st). All employees scheduled for overtime will be required to work, unless an employee is excused from work by the Maintenance Supervisor.

COMPENSATORY TIME

By mutual agreement employees may elect to receive compensatory time instead of overtime pay. Compensatory time will be accumulated each pay period and reimbursed at time and one half (1 ½X). The accumulated time must be taken within thirty (30) days of when it was earned. Only two (2) employees may be off at the same time for vacation or compensatory time. Compensatory time may not be taken on the same day earned.

A foreman or supervisor will not perform bargaining unit work except in an emergency, or to instruct a new employee, or if there is no Union member available in the event of a nighttime problem.

At least two (2) maintenance employees, as selected by ZMHA, must maintain a valid Commercial Driver's License (CDL), Class B or higher, with at least one (1) such employee maintaining a Class A CDL. The cost of CDL licensure for those selected employees will be paid by ZMHA. Said employees will be paid an additional fifty cents (\$0.50) per hour when operating equipment requiring a CDL licensure.

ARTICLE V

VACATIONS AND SICK LEAVE

Employees shall be entitled to vacation according to the following schedule:

One (1) thru Four (4) years service	Ten (10) Days Annual
Five (5) thru Fourteen (14) years service	Seventeen (17) Days Annual
Fifteen (15) thru Twenty-three (23) years service	Twenty (20) Days Annual
Twenty-four (24) or more years service	Twenty-four (24) Days Annual

Vacation time may be accumulated up to twenty-eight (28) days. Vacation time is to be used, as much as possible, in the year it is earned with no carry over of time to a subsequent year except as approved in advance by the employee's immediate supervisor or the Executive Director. As near as

possible, provided that it would not hinder the operation of the workforce, no more than two (2) maintenance employees shall be on vacation at one (1) time.

Employees shall be entitled to fifteen (15) days annual sick leave, including five (5) paid days off that can be used for any reason whatsoever, provided that advance notice prior to the start of the employee's shift is provided to and approved by the Maintenance Supervisor. Usage of six (6) days or more requires a written statement or certification from the employee's physician. Any time an employee uses a sick day and brings back a doctor's excuse for what could be counted as a sick day under the terms of the Personnel Policy, it will not be deducted as one (1) of the five (5) paid days off. A doctor's excuse will be necessary in the event the employee is absent for three (3) consecutive days due to illness or three (3) separate days of illness in any workweek.

Any employee who leaves ZMHA prior to completion of twelve (12) months of employment forfeits any accrued vacation or sick leave.

Employees who have ten (10) years or more service with ZMHA will be paid for accrued sick leave upon retirement or death, with fifty percent (50%) payment of accrued sick leave from one (1) to nine hundred (900) hours and thirty percent (30%) payment of remaining hours over nine hundred (900) hours to a maximum accrued time of two thousand (2,000) hours. Employees with over two thousand (2,000) hours as of July 1, 2008 will be grandfathered at the number of hours they had accrued on that date and any sick hours would be payable upon retirement or death at the thirty percent (30 %) rate. Additional sick hours may be accrued, but will not be eligible for payment under the provisions of this section of this Agreement. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once (1x) to any employee.

ARTICLE V-A

HEALTH & WELFARE

A hospitalization and medical plan is to be paid by ZMHA for all regular employees covered by this Agreement, except that employees will be required to pay twenty percent (20%) of the total cost of the hospitalization and medical plan. The plan shall include twenty-five dollar (\$25.00) office co-pay with an individual deductible of three hundred dollars (\$300.00) per year and a family deductible of nine hundred dollars (\$900.00) per year. Co-insurance to be paid by the employee for in-network coverage shall be three thousand dollars (\$3,000.00) for individual coverage and nine thousand dollars (\$9,000.00) for family coverage. ZMHA will also provide group dental and vision coverage that is separate from the hospitalization and medical plan, provided that employees will be required to pay twenty percent (20%) of the total cost of that coverage. The dental coverage will include major dental with APD and orthodontia coverage of two thousand dollars (\$2,000.00). Notwithstanding the foregoing, ZMHA may make plan changes as required to remain a qualified plan, which complies with the provisions of the Affordable Care Act or any other legislative or

regulatory mandates. Term Life Insurance coverage of twelve thousand dollars (\$12,000.00) per employee will be provided at no cost to the employees.

(See Medical Benefits Package for further details)

ARTICLE VI

HOLIDAYS

Employees working under this Agreement will receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day
Employee's Birthday (effective 7-1-94)	

An employee required to work on one (1) of the authorized holidays will receive in addition to his eight (8) hours holiday pay, his regular rate of pay for each hour worked on such holiday. However, an employee required to work on a holiday may elect to take another paid day off, in lieu of holiday pay, if mutually agreeable with ZMHA.

Employees working under this Agreement will receive their paid holidays as stated above in Article VI if they worked their last scheduled day prior to the holiday and first (1st) scheduled day after the holiday. Except for absences resulting from a death in the employees' family as defined in Articles XIII & XIV (Funeral Leave, Jury Duty) or other absences that is deemed an emergency and excused by ZMHA. In the event of a sickness, a doctor's slip will be required.

ARTICLE VII

TEMPORARY WORK LEVEL ADJUSTMENT

All employees included under the terms of this Agreement may be employed in any form of labor at the direction of the Executive Director or his/her designee.

Each employee that is temporarily assigned to duties of a position with a higher pay level than is the employee's base rate of compensation to the lesser of (a) the classification salary base of the higher level position, or (b) a rate of pay at least five percent (5%) above his current base rate of compensation. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employee's normal classification salary base. This temporary work level

adjustment will take effect after ten (10) consecutive working days on the temporary position. Thereafter if the same employee is temporarily assigned to the same position and sixty (60) days have not elapsed the temporary pay adjustment will start on the first (1st) day of assignment.

ARTICLE VIII

NUMBER OF EMPLOYEES

The number of full-time employees or part-time employees hired under this Agreement will be determined exclusively by ZMHA, using HUD's formula of one (1) maintenance person for each fifty (50) units which includes the supervisor.

ARTICLE IX

REDUCTION OR DEMOTION OR DISMISSALS

- A. "Reduction" - Means a change of the classifications held by an employee to one having a lower base pay range, a change to lower step with a salary range, or any decrease in compensation for an employee. For purposes of layoff, a "reduced employee" is one serving in a classification lower than the one from which the employee was laid off or displaced.

"Demotion" - Means the act of placing, at the request of the appointing authority or the employee, an individual in a position, the classification for which carries a lower salary range than that previously held.

Reduction or demotion shall be made only for one (1) or more of the reasons given in Section 3.11 of Personnel Policy except that voluntary written agreement by an employee to a demotion or reduction shall be considered a satisfactory basis for such action in the absence of evidence to the contrary. The salary of an employee following demotion shall be fixed by the Executive Director at the equitable rate, not to exceed the rate of pay prior to the demotion.

- B. Employees will be dismissed at any time by ZMHA for unsatisfactory work, failure to comply with working regulations, gross misconduct, and abolition of position. Refer to Personnel Policy for more details.

No employee under this Agreement shall influence or attempt to influence the political beliefs or acts of any applicant for tenancy, tenant-occupant or any member of the staff. A violation of the foregoing, of any provision of the so-called Hatch Act (Act of August 2, 1939 as amended by Act of July 2, 1940) shall be cause for immediate dismissal.

- C. Records of employees' past performance, attendance, attitude and etc., will be maintained on

all levels for a period of three hundred and sixty-five (365) days. At which time all incidents as documented will be transferred to a master file and relieved from all other files. Said incidents which would effect employment will not be used against said employee providing a period of three hundred sixty-five (365) days have transpired since last incident.

ARTICLE IX-A

NON-DISCRIMINATION

There shall be no discrimination under the terms of this Agreement for reasons of race, religion, nationality, creed, sex or age, or because of physical or mental handicap or because the person is a disabled veteran or a veteran of the Vietnam era in regards to any position for which the employee is qualified and bodily able to perform.

ARTICLE X

STOPPAGE OF WORK

There shall be no stoppage of work during disputes or for any reason for a period of fifteen (15) days from ZMHA's receipt of a notice from the National Labor Relations Board, during which time negotiations shall be engaged in between the Representatives of the employees and ZMHA.

ARTICLE XI-A

SECURITY

Newly hired employees will be subject to an introductory employment period of ninety (90) calendar days. The parties herein agree that they will not, jointly or severally discriminate against any applicant for such work covered by this Agreement because of membership or non-membership in the Union. However, ZMHA agrees as a condition of employment that all employees shall make application to become members of the Union on or after the thirtieth (30th) day following the effective date of this Agreement, or the beginning of such employment, whichever is the latter. All employees who become members of the Union shall remain members of the Union, in good standings, during the term of this Agreement.

Newly hired employees during their introductory employment period shall not have any rights through the grievance procedure to grieve the following:

Discharge, layoff, reassignments, scheduling, and job evaluations. Upon successful completion of the introductory employment period, the employee shall be credited seniority from most recent date of hire.

ARTICLE XI-B

INTRODUCTORY EMPLOYMENT PERIOD

For all original and promotional appointments, an introductory employment period of ninety (90) days must be successfully completed. The introductory employment period is a period of assessment where both the employee and the supervisor determine if the employee has performed the job satisfactorily. The introductory employment period may be extended for an additional ninety (90) day period at the discretion of the supervisor if the employee has not progressed satisfactorily during the initial period. On an original appointment, if an employee's services are found to be unsatisfactorily, the employee may be removed at any time. Whenever an employee is given a removal, a written statement of the reasons for such removal, signed by the Executive Director showing the respects in which the employee's service wasn't satisfactorily, shall be given to the employee and ZMHA's Board of Commissioners.

ARTICLE XII

GRIEVANCE PROCEDURE

In the event that any grievance arises between an employee and ZMHA, it shall be handled in the following manner:

Step 1.

- A. The employee who feels he/she has a grievance or a dispute with ZMHA shall first (1st) take the matter up with his/her immediate supervisor.
- B. Any grievance not resolved in an employee and supervisor discussion may be reduced to a written grievance, and presented to the immediate supervisor within four (4) working days of the complaint. Written grievance shall be signed and dated by the aggrieved employee.

Step 2.

- C. Grievance not settled at Step 1 may be appealed in writing within four (4) working days after receipt of the supervisor's written answer. A meeting will be scheduled between the Executive Director or his designated representative and the Union.

Step 3.

- D. Grievances not settled at Step 2 may be appealed in writing within four (4) working days after receipt of the Director's written answer. A meeting will be scheduled between the Executive Director and the Union Business Representative.

- E. In the event a satisfactory agreement has not been reached at Step 3, the Union or ZMHA has the right to request binding Arbitration if such request is made within twenty-one (21) days of the Director's written answer referenced in D above. Cost of Arbitration shall be shared equally between the Union Business Representative and ZMHA Said arbitration will be chosen mutually via FMCS arbitrators.
- F. Any grievance not appealed from a decision at any step of the grievance procedure to the next step within the allotted time limitations of such step shall be considered withdrawn and grievance shall not be subject to further appeal.

A twenty-four (24) hour notice will be given to all employee's and ZMHA to include the date, time, and place of any Union meeting.

Time afforded off to the shop steward for Union business, Step 1 A of the grievance procedure, will be paid by ZMHA.

ARTICLE XIII

FUNERAL LEAVE

An employee shall be excused from work because of death in his immediate family and shall be paid their base rate of pay eight (8) hours for those scheduled working days up to maximum of three (3) days from which they are absent from work (during the period from the day of death to the second (2nd) day after the funeral, inclusive). An employee who fails to attend the funeral shall be ineligible for the above benefits. For the purpose of this paragraph, the definition of immediate family shall include; wife, husband, children, brothers, sister, parents, parents-in-law, or any person living in same household. An additional two (2) days of sick leave and/or vacation may be available upon approval by the director as per individual request.

ARTICLE XIV

JURY DUTY

An employee who loses hours of work because of service on a jury shall, upon presentation of a statement signed by an officer of the court involved signifying the time they served on the jury, be reimbursed at his hourly base rate for the hours lost from work by so serving, less the amount of jury pay received. In the case of being subpoenaed, employee must provide copy of subpoena as well. The employee shall be compensated only the reasonable hours surrounding the testimony.

ARTICLE XV

EMPLOYEE SAFETY

Any maintenance employee upon his or her determination that a particular tool or vehicle is questionable according to safety standards shall notify the Maintenance Supervisor of said problem at the first (1st) opportunity. ZMHA will schedule said tool or vehicle for repair within a seventy-two (72) hour period, or the said employee may refuse to use said tool or vehicle. Any broken or worn out tools will be replaced upon employee's request by ZMHA.

Any lost or stolen tools are at the employee's expense and will be deducted from the employee's paycheck, providing the tools were not stolen while on ZMHA property through no fault of the employee. The employee will be given a choice of utilizing a toolbox or belt. Only one (1) will be issued (for duration of its life expectancy). Lockers will be provided by ZMHA for the specific use of the employee to store such items as personal clothing, lunches, tools and etc. The use of said lockers for any other reason such as storage of contraband, alcohol, drugs and etc. is strictly prohibited. Any employee found to have said items in their possession will be dismissed from employment.

Uniforms shall be worn by ZMHA employee while at work and ZMHA shall provide uniforms at no cost to the employee.

ZMHA agrees to provide training to selected employees for the removal of deceased persons and the cleaning of bodily fluids therefrom. In extraordinary circumstances, and at the discretion of ZMHA, an outside provider may be retained to provide such services.

ARTICLE XVI

DURATION

This Agreement shall remain in full force and effective through June 30, 2016.

For the purpose of negotiation, the date of December 1st of the preceding year shall serve as an opening date for negotiation. Negotiations should be completed within ninety (90) days of this date or by a date mutually agreed to at the beginning of negotiating.

If the parties are not in accord as to the contents of a new agreement by April 1st, said parties shall jointly request the services of the Federal Mediation and Conciliation Service (FMCS) and inform S.E.R.B. of their mutually selected mediator. The services of said agency shall be advisory only and both parties shall make a reasonable effort to reach agreement through the mediation provided by said service. All expenses of mediation shall be divided equally between ZMHA and the Union.

In the event the two (2) parties are unable to reach an agreement, the findings and recommendations

of the FMCS mediator shall be presented to ZMHA and Union, not later than seven (7) days after the findings and recommendations are received from the FMCS mediator, ZMHA's Board of Commissioners and the bargaining unit employees may reject the recommendations of the mediator by a three-fifths (3/5) vote of either total membership.

ARTICLE XVII

UNION RECOGNITION

The Union is recognized as the sole and exclusive representative for the following job classifications, plus any future classifications which have been generally and historically covered by this Agreement shall be covered under this Agreement for the purpose of establishing rates of pay, wages, hours, and other conditions of employment, but excluding all supervisors and confidential employees.

The Union's exclusive bargaining unit includes the following job classifications and ZMHA will not recognize any other Union as the representative for any employees within such classifications:

- Level I – Entry Level (Custodian, Landscaper, Laborer)
- Level II – General Services
- Level III – Site Maintenance/Specialty Services
- Level IV – Skill/Crafts

ARTICLE XVIII

SEPARABILITY

Should any part hereof or any provision herein contained be rendered illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any authorized government agency, including the NLRB, such invalidation shall not effect the remaining portions hereof, provided, however, in such contingency the parties shall promptly meet and negotiate substitute provisions for those parts of provisions rendered or declared illegal or an unfair labor practice.

This Agreement between the Union and ZMHA is legally binding on said parties as is ZMHA Personnel Policy which is written in consistency with this document and is hereby referenced accordingly.

ZANESVILLE METROPOLITAN HOUSING AUTHORITY (ZMHA)
Zanesville, Ohio

Substance Abuse and the Drug-Free Workplace

Introduction

In recognition of the continued and growing problem of substance abuse, it is the policy of ZMHA that it shall take all reasonable measures to assure that drug and/or alcohol use by employees or other persons does not jeopardize the safety of our operations or otherwise adversely affect ZMHA, its employees, the community, or the public's trust in our ability to carry out our responsibilities.

ZMHA cannot and will not tolerate lapses in employee control of their abilities to operate safely and productively. Substance abuse can produce such lapses resulting in errors in judgment, loss of vigilance, and poor coordination, causing accidents and loss of public trust. Therefore, our goal is to establish and maintain a safe work environment within ZMHA free from the effects of substance abuse.

Substance Abuse Policy

The following is ZMHA Substance Abuse Policy:

- A. The use, possession, sale or distribution, or presence in body, of alcohol, drugs or controlled substances in the workplace is strictly prohibited. Violators will be subject to disciplinary action up to and including discharge. For purpose of this policy "drugs or controlled substances" include legal and illegal (street) drugs taken for non-medical reasons. It does not include prescription medication taken in accordance with a physician's instructions.

Appropriate law enforcement agencies will be notified of any controlled or illegal substances found on ZMHA property and these substances will be disposed of in accordance with their instructions. Some of the drugs which are illegal under federal, state or local laws include among others marijuana, heroin, hashish, cocaine, hallucinogens, inhalant and designer drugs, depressants and stimulants not prescribed for current personal treatment by a licensed physician.

- B. Urine tests may be used for drugs and controlled substances. Breath or blood tests may be used for alcohol. All tests will be conducted off site at a private medical **facility** under the supervision of the Executive Director or designee. A positive screening test may be followed by a more detailed confirmation test in cases involving severe disciplinary penalty to an employee.

- C. The privacy interests of employees and the legitimate interests of ZMHA in implementing and maintaining a substance abuse program will be accomplished by (1) limiting the extent of the inquiries to that necessary to effectuate the substance abuse policy; (2) assuring disclosure of, and access to, information is on a strict need-to-know basis; and (3) informing employees of the purpose for which the information is sought.
- D. All applicants for employment will be required to do the following as part of the employment process:
1. Sign a Substance Abuse Coverage Form which states that the applicant has read, understands and is subject to the Substance Abuse Policy as a condition of employment. The signed form will be retained in the applicant's personnel file.
 2. Sign a Test Consent Form authorizing appropriate test to identify the presence of drugs or controlled substances and alcohol and release of tests results to the Executive Director of designee. The signed form will be retained in the applicant's personnel file.
 3. At ZMHA's discretion and expense, take a prescribed test for drugs and controlled substances as a part of a pre-employment medical examination. Refusal of the applicant to sign the test consent form or the Substance Abuse Coverage Form or failure to receive a negative test result on the pre-employment medical exam will remove the applicant from consideration for employment on the basis of their not meeting all of the qualifications for the position.
- E. ZMHA will make a public announcement of its Substance Abuse Policy. Further, employees' communications will be undertaken to ensure that each individual employee understands the policy's requirements and his or her obligation to cooperate fully in the testing program.
- F. All employees will be expected to cooperate in submitting urine, and/or breath or blood samples under the following guidelines as a condition of continued employment.
1. A random drug testing program will be implemented on or after July 1, 2011 with twenty-five (25%) of employees tested each calendar quarter.
 2. For-Cause Test for substance abuse where management has reasonable cause to suspect that job performance, work place incident, or unusual behavior may be related to substance abuse. For-Cause Test must be scheduled through the Executive Director or his/her designee. Each case will be reviewed on its merit before a referral is made.

3. Where an employee is involved in an accident at work resulting in a compensable injury or property damage.
 4. The number of employees requested by management to participate in a For-Cause test may range from a single employee to all personnel who were involved in an accident or who were working in or having access to the work area in which the incident occurred.
- G. Supervisory employees are to be constantly alert for any infractions of this policy and are responsible for identifying personnel whose behavior indicates they may be using prohibited substances. The supervisor is also responsible for ensuring that appropriate and prompt disciplinary action is taken.
- H. Refusal to submit a urine, and/or breath or blood sample will result in the employee being considered as having refused to follow reasonable instructions connected with a condition of employment and subject to disciplinary action up to and including discharge.
- I. Any employee, on a voluntary basis and not in violation of this policy, may ask for medical assistance due to alcohol, drug or other controlled substance abuse and will be provided referral assistance to medical and/or community resources by the Executive Director. Such employees will be eligible for health care benefits as provided by the Group Health Insurance Plan, sick leave and as required an unpaid medical leave of absence. Such employees will not be subject to disciplinary penalty. An admission of substance abuse during the disciplinary process due to a violation of this policy will preclude the imposition of disciplinary penalty.
- J. Nothing in this policy shall be deemed to preclude supervisory employees from taking appropriate disciplinary action under circumstances where any employee is observed to be clearly intoxicated. Such examples of intoxicated behavior include but are not limited to slurring of speech, disorientation, loss of basic physical coordinate and the like.

The Substance Abuse Policy will assist in establishing and maintaining a safe work environment free from the effects of substance use. Employees having questions concerning this policy should contact their supervisor.

The Zanesville Metropolitan Housing Authority (ZMHA)

I, _____, have read and understand the ZMHA's Substance Abuse Policy.

I further understand that the use, possession, sale or distribution of alcohol, drugs or controlled substances in the workplace is strictly prohibited. "Drugs or Controlled Substances" include legal and illegal (street) drugs taken for non-medical reasons. It does not include prescription medication taken in accordance with a physician's instructions. I also understand that the presence of such substances in my system during work hours, if found to be responsible for placing unacceptable risk and burden on the safe and efficient operation of my job is strictly forbidden.

I fully understand that my cooperation with and adherence to the ZMHA policies and procedures regarding substance abuse are conditions of my continued employment and that, if I violate, or am insubordinate by refusing to cooperate with any of these policies and procedures, I am subject to discipline, up to and including discharge.

Employee Signature

Date

ZMHA MAINTENANCE UNION EMPLOYEES

NAME	HIRE DATE	TITLE	POSITION
1. Gregory Starkey	02-21-84	Skills/Craft (Electrician/Refrigeration)	IV*
2. Dale Price	07-05-88	Skills/Craft	IV
3. Mike Moomaw	07-18-88	Specialty Service (Site Maintenance)	III
4. Jerry Davis	12-11-95	Specialty Service (Site Maintenance)	III
5. Carl Bryan	05-30-00	Specialty Service (Site Maintenance)	III
6. Charles Drumheller, Jr.	04-16-02	Specialty Service (Service Truck)	III
7. Joseph Woneymaker	12-04-03	General Services/ Specialty Service (Carpentry)	II-III
8. Douglas Eveland	12-04-03	General Services	II
9. Harry Harper	03-01-04	General Services	II
10. David Conkle	08-16-04	Specialty Service (Painter)	III
11. William Harper	11-02-09	General Services	II
12. Kevin Shinkle	03-15-12	Entry Level (Custodian/Landscaper/Laborer)	I

IN WITNESS WHEREOF, WE, the undersigned duly authorized representatives of the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18S AFL-CIO, its officers, agents and members and THE ZANESVILLE METROPOLITAN HOUSING AUTHORITY hereunto affix our hands this 12th day of May, 2014

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 18-S:**

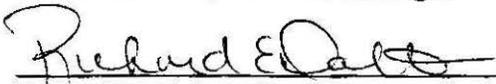
**ZANESVILLE METROPOLITAN HOUSING
AUTHORITY**



Patrick L. Sink, Business Manager



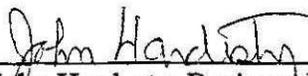
Steven G. Randles, Executive Director



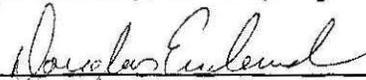
Richard E. Dalton, President



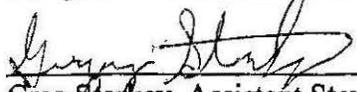
Gary Siesel, Recording- Corresponding Secretary



John Hardesty, Business Representative



Douglas Eveland, Chief Steward



Greg Starkey, Assistant Steward