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AGREEMENT

BETWEEN

BUTLER METORPOLITAN HOUSING AUTHORITY

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL 1330-2 Maintenance, AFL-CIO

January 1, 2015 through December 31, 2018

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ARTICLE 1— PREAMBLE

This Agreement is entered into by and between the Butler Metropolitan Housing Authority, hereinafter referred to as the "Employer" and American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, Local 1330-2, AFL-CIO, hereinafter referred to as the "Union". Its purpose is to set forth in its entirety the full and complete agreement between the parties governing wages, and the hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2 – DEFINITIONS

As used in this Agreement:

Section 1. Exclusive Bargaining Rights shall be interpreted to mean that the Employer will not, with respect to terms and conditions of employment for employees in this Bargaining Unit, negotiate, meet or confer with any person, group of persons, association or union other than AFSCME Ohio Council #8 or its local unions during the term of this Agreement.

Section 2. "To Negotiate" means the performance of the mutual obligation of the Employer through its Chief Executive Officer or designated representative and the recognized employee organization to meet at reasonable times and negotiate in good faith with respect to wages, hours of work, fringe benefits and other conditions of employment, or the negotiation of an agreement, or any question arising there under, and the execution of a written agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession for the duration of this Agreement. The Employer will make no changes in the wages, hours of work, benefits and other conditions provided herein without negotiation and agreement with the union (except to the extent that this agreement expressly recognizes the right of the Employer to do so)

Section 3. "Arbitration" means a dispute settlement procedure whereby a neutral third party renders a decision that is final and binding on the parties to this Agreement.

Section 4. (a) The Butler Metropolitan Housing Authority and all of its agencies and institutions shall hereinafter be referred to as the Employer.
(b) Local 1330-2 and Ohio Council #8 of the American Federation of State, County and Municipal Employees AFL-CIO shall hereinafter be referred to as the Union.

Section 5. (a) The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated.
(b) The term "Employee" or "Employees" where used herein refers to all employees in the Bargaining Unit, but shall not be interpreted as including any employees not in this Bargaining Unit.

ARTICLE 3 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative and bargaining agent for all employees, relative to all matters pertaining to wages, hours, terms and all other

conditions of employment, in the appropriate unit as follows:

INCLUDED: All service and maintenance employees of the Butler Metropolitan Housing Authority.

EXCLUDED: All office clericals, management level employees, and supervisors as defined in the Act.

ARTICLE 4 – DUES DEDUCTION/FAIR SHARE FEE

Section 1. Upon presentation by the Employee or the Union of a written deduction authorization signed by the employee, the Employer shall deduct on a biweekly basis the periodic dues, initiation fees, and assessments owed by the employee to the union and promptly forward the same accompanied by an alphabetical list of names and addresses of all employees for whom such payments are made to the Controller of AFSCME, Ohio Council 8, at 6800 North High Street, Worthington, Ohio 43085-2512.

Section 2. The employer shall not be obliged to make dues deduction of any kind from the wages of any employee, who, during any dues month involved, shall have failed to receive sufficient wages to equal the aggregate of the dues, initiation fees, or assessment deductions.

Section 3. FAIR SHARE FEE: All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a Fair Share Fee to the Union as a condition of continued employment.

All bargaining, unit employees who do not become members in good standing of the Union shall be required, to pay a Fair Share Fee to the Union effective sixty-one (61) days from the employees' date of hire, or the date of execution of this Agreement, whichever is later, as a condition of employment.

The Fair Share Fee shall be certified to the Employer by the Union. The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment of the Fair Share Fees deducted shall be made in accordance with the regular dues deduction as provided herein. The Employer shall provide the Union with an alphabetical list of names, social security numbers and addresses of those employees who had a Fair Share Fee deduction along with the amount of the Fair Share Fee deducted.

The Employer shall provide each newly hired employee with a copy of AFSCME's fair share fee (agency fee/union shop) notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee (agency/union shop) notices shall be provided by AFSCME to the Employer to allow the Employer to meet this obligation. The Employer shall also require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The Employer shall mail each original receipt to the Ohio Council 8 Regional Office.

The parties agree that the Employer assumes no obligation, financial or

otherwise, arising out of the provisions of this article regarding the deduction of union dues or fair share fees.

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article unless specifically listed above.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 1. Unless the Employer has specifically set forth in this Agreement a limitation upon the Employer's right or duty to manage the Authority, the Employer shall retain all rights imposed upon it by law to carry out the administration of and management of the Authority. The right to manage shall include, but not be limited to:

(a) The right to direct, supervise, hire, promote, transfer, assign, schedule and retain Employee; and also to suspend, discipline and discharge for just cause.

(b) The right to relieve Employees from duty and to exclusively determine the need for any layoff or reduction in force, and to determine the number of personnel needed in any agency or department, or to perform any function, to determine services to be rendered, the operations to be performed, the utilization of technology, and overall budgetary matters.

(c) The right to purchase equipment, materials or services, or to contract or subcontract for services.

(d) The right to determine the appropriate job classifications and personnel by which operations are to be conducted, to determine the overall mission of the Authority, to maintain and improve the efficiency and effectiveness of operations.

(e) The right to make reasonable rules to regulate the work force, to establish and amend personnel policies and procedures relating to any matter which is not specifically set forth in this Agreement.

(f) The right to take any necessary actions to carry out the mission of the Authority in situations of emergency, and take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

ARTICLE 6 – UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

Section 1. The Union shall select Stewards to cover all BMHA locations in which bargaining unit employees report. The Union shall furnish the employer a list of stewards and their work locations, and shall keep the list up to date at all times.

Stewards and Officers will be permitted to investigate and process grievances, and attend scheduled meetings with Management on a no lost time basis. Because there are two (2) bargaining units at this Agency and they are recognized at the State Employment Relations Board (SERB) as Locals 1330-1 and 1330-2, it is necessary to recognize the President and Vice President in their capacity as an officer for both locals, regardless of which bargaining unit they work in, and as such, the President and/or Vice President shall be allowed to investigate and process grievances and attend meeting with management which involves either local,

provided that management shall not be required to release with pay, more than one (1) union representative to investigate a grievance or more than two (2) union representatives to attend meetings with management concerning grievance and disciplinary matters.

Section 2. With prior notice to the Employer, non-employee representatives of the Union shall have access to the Employer's premises for the purpose of conferring with Management, Delegates of the Union, or Employees for the purpose of administering this agreement, and settlement of disputes.

Section 3. The union's negotiating committee shall consist of no more than three (3) employees and Council 8 staff.

Section 4. The Employer will provide the Union with a bulletin board in the 150 South B. Street building Hamilton, Ohio and in the 600 North Verity Parkway building in Middletown, Ohio. All materials posted on the Union bulletin board shall have the name and title of the Union official that did the posting, and shall pertain only to Union business.

Section 5. The Employer shall furnish the Union with a Union Office in the Mark C Petty building at 115 Knapp Drive.

ARTICLE 7 – P.E.O.P.L.E. DEDUCTION

All Bargaining Unit Employees may have P.E.O.P.L.E. donations deducted from their pay check upon receipt of said employees' request. This requested amount deducted shall be remitted to AFSCME Ohio Council #8 in the same manner as the membership dues. This authorization may be revoked by the employee at any time by giving written notice to the Employer and the Union.

ARTICLE 8 – NO STRIKE/NO LOCKOUT

Section 1. The Union agrees that these shall be no work interruptions, nor shall these be any slow-down or other interference with services, for the duration of the Agreement. Should any violation of this provision occur, the Union will immediately issue a written notice to the Local Union Officers to cease and desist such activity and return to full performance of duties.

Section 2. The Employer agrees that there shall be no lockout of Bargaining Unit Employees for the duration of the Agreement.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, or improper application of this Agreement. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Agreement nor in those not covered by this Agreement.

Section 2. All grievances must be presented at the proper step and time in progression in order to be considered at subsequent steps. Any grievance which originates from a level above the first step of the Grievance may be submitted directly to the step from which it originates.

Section 3. The Union or the employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the Employee within the time limits provided shall be considered withdrawn. A failure of the Employer to answer or respond to a grievance within the time periods set forth in this Article shall be deemed a denial of the grievance on the last date of the time period set forth for the Employer's representative's response. In the event that the Employer fails to respond, the Employee, and, or, the Union shall have fifteen (15) days from the last date of the time period to advance the grievance to the next step, irrespective of the time period set forth in the step to which the grievance is to be taken.

Section 4. All time limits on grievances set forth herein may be extended only upon mutual consent of the parties.

Section 5. A grievance may be brought by any Employee covered by this Agreement or by the Union. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. This number may be increased with mutual consent of the parties. Each Employee who desires to be included in such grievance shall be required to sign the grievance.

Section 6. The Union shall use a written grievance form which shall provide the following information:

(a) Aggrieved Employees name and signature;
(b) Date, time and location of grievance;
(c) Description of incident giving rise to the grievance;
(d) Specific Articles and sections of the Agreement violated;
(e) Date grievance was first discussed;
(f) Name of supervisor with whom grievance was first discussed:
(g) Date grievance was filed in writing; and
(h) Desired remedy to resolve grievance.

Section7. The Union shall have the responsibility for duplication and distribution and its own accounting for, the grievance forms.

Section 8. It is the desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step1. In order for an alleged grievance to receive consideration under this procedure, the Employee and/or Union must identify the alleged grievance in writing to the Employee's immediate supervisor within fourteen (14) calendar days of the knowledge of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) calendar days following the date on which the supervisor was presented the grievance.

Step2. If the grievance is not resolved in Step 1 and the Employee wishes to proceed to Step 2, the Employee, with the appropriate Union official, if the Employee so desires, shall, within ten (10) calendar days from receipt of the Step 1 answer, but not later than twenty-five (25) calendar days after the occurrence, or knowledge of the occurrence, present the grievance to the Maintenance Director. The Maintenance Director shall meet with the grievant and the Union within seven (7) days and shall respond in writing to the Employee within three (3) calendar days following the meeting.

Step3. If the grievance is not resolved in Step 2, the Employee or the Union, with the appropriate Union official, if the Employee so desires, may present the written grievance to the Executive Director or his designee within ten (10) calendar days from receipt of the Step 2 answer. The Director shall meet with the Employee and the Union within seven (7) calendar days following receipt of the grievance at Step 3. The Director shall respond in writing within (10) days after the meeting.

Step4. Mediation. Commencing with the execution of this Agreement and continuing until midnight of the day preceding the day this Agreement expires, a mediation process shall be included with this Grievance Procedure as set forth below.

If the grievance is not satisfactorily settled at Step 3, either party may, within ten (10) working days after receipt of the Step 3 answer, submit the grievance to the Executive Director for Grievance Mediation.

(a) Grievance Mediation is available to the parties after Step 3 of the grievance process.

(b) The parties agree to use the State Employment Relations Board (SERB) to supply the mediation services.

(c) The mediator will be asked to provide a schedule of available dates.

(d) The grievant shall have the right to be present at the mediation conference. Persons representing the parties must be vested with full authority to resolve the issues being considered.

(e) There shall be no formal evidence rules. Written materials presented to mediator will be returned to the parties presenting them at the conclusion of the mediation conference.

(f) Mediation efforts will be informal and shall not include written opinions or recommendations from the mediator unless mutually agreed to by the parties and the mediator. In the event that a grievance which has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held.

(g) At the mediation conference the mediator shall seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the Collective Bargaining Agreement. If a settlement is reached, a settlement agreement will be entered into writing at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

(h) If a grievance remains unresolved at the end of the mediation conference the mediator may, if requested by both parties, render a verbal opinion as

to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

(i) If a settlement is not reached, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the Collective Bargaining Agreement shall commence on the day of the mediation conference.

(j) The dates, times and places of mediation conferences will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation conferences.

(k) The fees and expenses to be charged by the mediator shall be negotiated between him or her and the parties. Fees of the mediator shall be paid equally by the Employer and the Union.

Step5. Arbitration: If the grievance is not satisfactorily resolved at Step 3, then within forty-five (45) days of the receipt of the Step 3 decision, the Union may appeal the grievance to arbitration. The Union shall notify the Federal Mediation and Conciliation Service (FMCS) and the Employer at the same time of its intent to appeal the grievance to arbitration. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted within, the forty-five (45) calendar day period described above shall be deemed withdrawn.

(a) The Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list, with the party who requested the arbitration striking first, until such time as one name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may once reject a list and submit a request for another list from FMCS. The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of specific articles in this Agreement. He may not add to, subtract from, modify or amend the Agreement

(b) The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that alleged grievance will be heard on its merits before the same arbitrator.

(c) The decisions of the arbitrator shall be final and binding upon both parties and all bargaining unit members. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge, suspension or reduction, the arbitrator shall have the authority to award modification of said discipline.

(d) The cost of the services of the arbitrator, the fee of the arbitrator, if any, or hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-Employee witnesses, if any, shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; provided, however, that such fees shall be split equally if both parties desire a reporter, or request a copy of the transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the date of the hearing.

Section 9. When an Employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement Prior to the adjustment of any such grievance; the appropriate Union representative will be notified of his right to be present at the adjustment.

Section 10. In the event that time period set forth in this Article expires on a Saturday, Sunday or legal holiday, such time period shall be extended to the end of the next regular business day of the Butler Metropolitan Housing Authority.

Section 11. Withdrawal of a grievance at any step of the grievance or arbitration process shall not be deemed as setting a precedent should another grievance of a similar nature arise in the future.

ARTICLE 10 – PROBATIONARY PERIOD

Section1. New or rehired employees shall serve a probationary period of one (180) calendar days. Re-hired employees shall serve a probationary period of sixty (60) calendar days. During this probation period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedures of this Agreement, or to any other form or review or appeal.

Section 2. Employees receiving promotions shall serve a promotional probationary period of sixty (60) calendar days. An employee who fails this probationary period shall be placed back in the position and pay rate from which he/she was promoted from. A bargaining unit member who fails probation in a promoted position shall be placed back in his/her former position and shall have the right to meet with the Director, or his designee, to discuss the reason of the failure. A promoted bargaining unit member may voluntarily return to his/her forma position during the first forty-five (45) calendar days of the probationary period.

Section 3. If an employee fails in a promotional position and if a bargaining unit member voluntarily returns to his/her former position within the first forty-five (45) days of the probationary period, the unit member the position to which the probationary employee is returning shall be removed from that position without recourse; and returned to his or her former position.

Section 4. The promotional probationary period of any employee shall be extended by any leave of absence during the probationary period and by any combination sickleave and vacation leave greater than five (5) workdays taken probationary period.

Section 5. A newly hired probationary employee shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from their original date of hire.

ARTICLE 11 – NO DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally and without discrimination as to age, sex, disability, race, creed, national origin or religion. The employees

shall be equally responsible for' compliance with this provision, and may be disciplined for discriminatory conduct.

Section 2. Whenever the male gender is used in this Agreement, it shall be construed to include male and female.

Section 3. Joining or not joining the Union and continuing or not continuing in membership shall be voluntary acts by an employee. The Employer shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

The Union or its membership shall not discriminate against an employee because of his or her decision to join or not to join the union.

The Employer further agrees not to discriminate against any employee because of that employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union.

ARTICLE 12 – PERFORMANCE EVALUATION

Section 1. Employees shall receive a written evaluation of their job performance annually. An employee shall be given his written evaluation in the sixty (60) day period prior to the employee's anniversary date. A copy of the performance evaluation form shall be given to the employee at the time of the employee signing the form. Employees must sign the evaluation form, but may attach comments by separate form if the employee disagrees with the evaluation.

Section 2. An employee objecting to his/her evaluation may request a meeting with the Director or his designee to discuss his/her concerns. The employee may have union representation at this meeting.

Section 3. Performance evaluations shall not be used as a disciplinary tool, but shall be used as an assessment of the employee's performance. Nothing restricts the right of the Employer to submit employee's evaluation as evidence in a disciplinary proceeding.

ARTICLE 13 – SENIORITY

Section 1. Seniority, for purposes of this Agreement, shall be the employee's continuous, uninterrupted length of service with the Butler Metropolitan Housing Authority. Employees shall not accrue seniority while on unpaid leave of absence exceeding sixty (60) days or on layoff status. Employees shall accrue seniority for the period of absence caused by a job related injury for a period to exceed one year.

Section 2. Newly hired employees shall have no seniority during probationary periods, however, upon completion of the probationary period, seniority shall be computed from their date of hire.

Section 3.

(a) The Employer shall post a seniority list and provide the Union with a

copy of the seniority list every January thereafter, showing the classification, classification date and date of hire of each employee in the bargaining unit Any employee may protest his/her position on the list or his/her date for seniority within the thirty (30) day period following the date of posting.

(b) Should there be a tie in seniority, then the time stamped application for employment shall prevail. If a tie still exists, a flip of a coin between the employees shall prevail to break such tie.

ARTICLE 14 – LAYOFF AND RECALL

Section 1. If it becomes necessary for the Employer to layoff bargaining unit employees, the Employer shall notify the Union and all affected bargaining unit employees at least sixty (60) calendar days in advance of its intent to layoff employees. Upon request of the Union, the Employer agrees to meet with the Union to discuss the intended layoffs and any possible solutions, before laying off employees. If no solution was found to avert the layoff the following sequential order of reduction shall be implemented.

Section 2. Order of Layoff: All of the Employer's seasonal, casual, intermittent, temporary, part time and new hire probationary employees shall, in that order, be laid off before any permanent bargaining unit employee is laid off. Thereafter, any additional reduction in the work force shall be made in the affected classification in the inverse order of seniority.

A layoff shall occur according to an employee's seniority with the Authority. The employee with the lesser seniority in the classification subject to layoff shall be laid off before an employee with greater seniority.

Section 3. Bumping Rights:

(a) An employee with seniority who is displaced from his classification by a reduction in the work force may exercise his seniority to bump the employee with the least seniority in the following order. 1) the classification of the layoff, and then 2) in the next lower classification in the classification series as set forth in this Agreement or 3) any prior lower classification held.

(b) In the event two employees in a classification have an equal amount of service, either in the layoff or a displacement situation, the tie shall be broken by the effected employees, by a flip of a coin (to be determined at the time of layoff or displacement).

(c) Any employee displaced from his classification under the procedure set forth in this Article may elect to be laid off rather than exercise his/her bumping rights. Such election must be made at the time the layoff occurs and shall be final.

(d) Employees shall give notice of intent to exercise their bumping rights within ten (10) calendar days after receipt of the layoff or displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of that employee's bumping rights and result in layoff

Section 4. Recall Rights:

(a) Employees laid off/displaced as a result of the reduction in the work force shall be recalled or returned to vacancies in the order in which the layoff occurred.

(b) Vacancies shall not be filled from the outside until such time as laid off employees have exhausted their recall rights. Employees shall retain their seniority and recall rights for a period of two (2) years from the effective date of their layoff or displacement.

Section 5. Recall Notice: Written notice of recall shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within ten (10) calendar days after receipt of the recall notice or to return to work with the Employer within fourteen (14) calendar days after receipt of the recall notice shall constitute a forfeiture of that employee's right to recall. Employees shall be responsible for keeping the Employer notified of their current address. Refusal to respond will be deemed waiver of right to recall.

Section 6. Severance Pay: Employees displaced through a reduction in the work force shall be entitled to all wages and other pay for all, accrued but unused time, provided by this Agreement which due employees.

Section 7. Part Time And Temporary Employees:

(a) No seasonal, temporary, provisional, intermittent, casual, part time, Title XX, P.L.C, Caretaker, Youth Program, In-School Work Program, Welfare Work Program, Anti-Crime, or government funded work program workers shall ever perform work which would result in the loss of or taking the place of a bargaining unit employee's job.

(b) In the absence of an approved leave, temporary employees shall not be used in a bargaining unit position in excess of sixty (60) days, without written agreement with the Union.

ARTICLE 15 – SICK LEAVE

Section 1. Employees shall accrue sick leave at the rate of eight (8) hours for each month the employee is in pay status. All unused sick leave shall be accumulated from year to year up to a maximum of nine hundred sixty (960) hours.

Section 2. Bargaining unit employees are eligible to use accrued sick leave one (1) month after their date of original appointment

Section 3. An employee eligible for sick leave shall be granted such leave with full regular pay for absence due to:

(a) Personal illness, including disability due to pregnancy;

(b) Injury;

(c) Exposure to contagious disease which could be communicated to other employees or residents;

(d) Illness or injury in the employee's immediate family ("Immediate Family" is defined as: spouse, child, step-child, grandchild, parent, brother, sister, grandparent, legal guardian).

(e) Routine appointments with health care providers when such appointments cannot be scheduled during non-working time. In these instances use of sick leave should be requested in advance.

(f) Death in employee's immediate family not covered by funeral leave.

(g) Sick leave is to be used only for the purposes set forth in this provision

and may not be taken as vacation or other time off. Improper or unauthorized use of sick leave may result in disciplinary action.

(h) Medical Examinations: The Employer may require the Employee to submit to a medical examination (paid for by the Employer) to certify the proper use of sick leave. Should the Employee's doctor and Employer's doctor opinions differ, the Employee be required to go to a third doctor (paid for by the Employer) selected by the Employee and the Employer. The third doctor's decision would be final.

Section 4.

(a) All sick leave, paid or unpaid, must be reported on a Sick Leave form, and signed by the employee.

(b) Sick leave in excess of three (3) consecutive work days requires a doctor's certificate.

(c) Sick leave must be reported by the employee or a member of his immediate family BETWEEN THE HOURS OF 12:00 A.M. (MIDNIGHT) UP TO one-half (1/2) hour after the BEGINNING OF THE EMPLOYEE'S WORK SHIFT; AND SHALL BE REPORTED TO A DESIGNATED VOICEMAIL BOX ONLY. Employees (or THEIR IMMEDIATE FAMILY MEMBER) SHALL LEAVE THEIR NAME, A PHONE NUMBER, the duration of the illness and probable date of return to work.

(d) Employees may elect to use vacation leave in place of sick leave, on prior approved leave requests, with the approval of the Maintenance Director.

Section 5. Sick Leave Compensation Upon Retirement, Resignation or Death

(a) Upon retirement, resignation or death, an employee with five (5) or more years of BMHA service will receive seventy-five (75%) percent of all accrued but unused sick leave credit; an Employee with ten (10) or more years of service with the Employer shall be paid in cash for one hundred (100%) percent of all accrued but unused sick leave credit. Such payment shall be based on the wage rate of the employee at the time of retirement, resignation or death.

(b) In the event of employee's death, the payment shall be made to the Employee's beneficiary.

Section 6. Absence Control/Use of Sick Leave.
Unauthorized absence or misuse of sick leave may result in a request for disciplinary action up to and including termination.

Examples of Abuse Are:

1. Pattern abuse, i.e.: sick leave is being frequently requested on Friday, a Monday, day before or after a holiday, morning hours to cover a tardiness or afternoon hours so the Employee can leave.
2. Use of sick leave is frequent with no documented major illness, doctor's statements or injury accounting for the bulk of the leave usage.

Section 7. Medical Exam: If the Employer believes an Employee is abusing sick leave, they may require the Employee to be examined by their doctor.

Section 8. Attendance Incentive: Employees will be entitled to sick leave incentives, when they limit their use of sick leave during the calendar year. The calendar year shall be January 1 through December 31 of each year.

Calendar Period	Sick Leave Used	Incentive Days Earned
Jan 1 — June 30	None	1 Day (8 Hours)
July 1— Dec. 31	None	1 Day (8 Hours)

Bonus incentive days may be carried over from year to year. A bonus incentive day is defined as a paid personnel day which may be used and scheduled in the same manner as personal leave under Article 23.

New Section 9. An employee may convert to cash up to twenty (20) sick leave hours provided that the employee retains a balance of not less than one hundred twenty (120) hours of sick leave after the conversion and that the employee has used less than 30 hours sick leave credit within the preceding 12 months. Employees with two hundred and fifty (250) or more sick hours may convert up to forty (40) hours of sick leave provided that the employee has used less than 30 hours sick leave credit within the preceding 12 months. Employees may request conversion of sick leave at any time during the year but only once per calendar year. Payment for sick leave shall be made within thirty (30) days after the request has been received, in accordance with Employer's normal payroll policies.

ARTICLE 16 – FUNERAL LEAVE

Section 1. Bargaining unit employees shall be granted three (3) consecutive working days bereavement leave with pay in the event of a death of employee's spouse, parent, step-parent (step-parent means current legal spouse of the employee's natural parent), grandparent, grandchild, brother, sister, child, stepchild, half brother, or half sister, mother-in-law, father-law and legal ward.

Section 2. Bargaining unit employees shall be granted one (1) working day bereavement leave with pay in the event of a death of employee's in-law, step grandchild, stepbrother, stepsister, aunt, uncle, aunt-in-law, uncle-in-law, niece and nephew.

Section 3. If additional time is needed it shall be deducted from annual vacation leave, or sick leave.

Section 4. An employee may be enquired to present proof of death, proof of relationship, and proof of attendance at the funeral or church service.

ARTICLE 17 – INJURY WITH PAY (IWPL)

Section 1. Any regular bargaining unit employee who is injured or disabled while in the performance of his/her duties, shall be eligible for injury with pay leave for the period of time the employee is unable to perform his/her required duties, and provided the period of such injury leave shall not exceed forty-five (45) working days from the date of the event causing the injury. Leave under this provision shall apply to the period of disability and to absences

occasioned by follow-up treatment.

Section 2. Injury with pay leave is at the regular rate of the employee.

Section 3. The employee must first file for injury leave. The employee must provide medical documentation of injury or injury leave will not be approved. The Employer has the right to request a Doctor's statement for proof of an injury, re-injury and/or follow-up medical treatment.

Section 4. An injury report shall be filed by the employee with the Employer at the time of the accident or incident causing the injury.

Section 5. If the accident or incident occurs at a time when the employer is not available to receive the report, or if at the time of the accident or incident, the employee is not aware that he is injured, and the employee has received medical attention, the employee shall have thirty-six (36) hours from the time of the accident or injury to file the report. Said report shall include the statement of the employee as to the date and time, as well as information about the accident/injury, and documentation of the medical attention.

Section 6 Each separate and distinct injury shall be cause for a separate injury leave.

ARTICLE 18 – LEAVE OF ABSENCE

Section 1. Time Frame:

(a) An Employee with one (1) full year of service with the Authority may be granted a leave of absence without pay for a period not in excess of sixty (60) days in a calendar year upon presentation to the Authority of a bona fide reason or injury (beyond the IWP leave). If an application for such leave is not made in writing before three (3) days after the accident or knowledge of the illness, the absence shall be deemed to be a voluntary quit. The Authority must grant written approval for all leaves of absence.

(b) The application for such leave of absence must identify the illness involved, explain why the leave is necessary and must (if possible) estimate the anticipated length of the leave.

(c) The leave would begin at the time of termination or expiration of accumulated i.e.: vacation, personal, sick, compensatory time or a specific date determined by the Employee.

Section 2. Extension of Leave:

Leaves of absence granted may be extended by the Authority in writing, at the Authority's discretion, but in no event may a leave of absence exceed one (1) year.

Section 3. Return From Leave:

(a) Upon return from an authorized leave of absence, or extensions thereof the Authority will attempt to return the Employee to the job classification held prior to the leave of absence, at a base rate no lower than the one held immediately prior to the leave of absence, provided that the Authority determines that sufficient work exists in this

classification and that the Employee is capable to perform the work.

(b) Health benefits (if approved by the insurance carrier) will go into effect the first day of the month following the return to active employment, providing the Employee did not continue their coverage while on leave of absence.

Section 4. Failure To Return From Leave:

Failure to return for work at the expiration of a leave shall be considered as a voluntary resignation of employment. If an Employee desires to return to work prior to the termination date of the leave of absence, seven (7) days' prior written notice of such intention to return to work must be given to the Authority.

Section 5. Non-Application of Leave of Absence Time To Other Leave Benefits:

Time during which an Employee is on an approved leave of absence shall not count as time worked toward vacation leave or sick leave benefits.

ARTICLE 19 – JURY DUTY

Employees required to serve on a jury before a court empowered by law to require such service shall be excused from his/her work duties for the time required for such service and shall be paid their regular hourly rate. All Employees, when actually summoned, shall immediately inform the supervisor or maintenance director.

ARTICLE 20 – COURT SUBPOENA

Summons — Court
A summons or subpoena must legally be served on an employee for an employee to serve as a witness. All employees, when actually summoned, shall immediately inform the supervisor or the Maintenance Director. As for personal subpoena (i.e.: personal court cases, child custody, traffic ticket, any other matter which is unrelated to the business of BMHA, etc.) time off may be charged against the employees' earned vacation, personal, administrative time, compensatory time or time off without pay.

ARTICLE 21 – MILITARY LEAVE

Military Service

Section 1. Military Leave:
Military leave of absence with pay, in accordance with the number of calendar days permitted each calendar year by existing State Federal Law, will be granted to bargaining unit employees who are reservists of the Armed Forces or members of the National Guard engaged in training, active duty, or military aid to enforce the law, provided that in each case involved, official orders are provided for the Employer to substantiate same.

Section 2. Active Duty: Military leave of absence will be granted to employees inducted or

otherwise entering active duty with the Armed Forces in accordance with applicable State and Federal Law. Employees returning from this leave shall have sixty (60) calendar days to request reinstatement to their former jobs.

ARTICLE 22 - VACATION

Section 1. Bargaining unit employees shall earn annual vacation leave each year as follows:

(a) During the first through the third year eight (8) hours each month;
(b) After completion of three (3) years with the Employer ten (10) hours each month (15 days per year).
(c) After completion of ten (10) years with the Employer 13.36 hours each month (20 days per year).

Section 2. Annual vacation is in addition to any recognized holidays as set forth in the Holidays Article of this Agreement that may fall within an Employee's leave period. If a holiday falls within an Employee's annual vacation leave period, the holiday shall not be counted against annual vacation leave time.

Section 3. When two or more Employees request annual vacation leave and the Employer determines that not all the requests can be accommodated, scheduling shall be based on the Employee's seniority. In order for seniority to govern the scheduling of annual vacation leave, however, an Employee must have submitted his/her vacation leave request for a particular year to their supervisor between November 1 and December 15 prior to the calendar year in which annual vacation leave is to be taken, otherwise, vacation requests shall be considered in the order in which they are submitted (first come first serve). The supervisor shall give as much consideration as possible to requested vacation leave time.

Section 4. The supervisor shall respond in writing to all annual vacation leave requests within five, (5) working days of the request. After requests have been approved, the Employer cannot later deny the approved leave time.

Section 5. Carry Over Leave:
Vacation leave may be accumulated from year to year, up to a maximum of sixty (60) days.

Section 6. Employees shall be paid for all unused accumulated vacation leave at the time of separation.

Section.7. In the case of death, an employee's unused annual vacation leave balance shall be reduced to cash, subject to normal deductions and paid to the employee's designated beneficiary (if none, to the employee's estate).

Section 8. An employee may convert to cash one time each year up to forty (40) accumulated annual vacation leave hours provided the employee retains a balance of not less than eighty (80) hours annual vacation leave after the conversion is made. Payment of the converted time shall be made to the Employee within fifteen (15) calendar days of the request.

Section 9. Except for employees in their first year of employment, bargaining unit employees shall be able to use annual vacation leave as it is accrued and added to the employees annual vacation leave.

ARTICLE 23 - HOLIDAYS

Section 1. Bargaining unit employees shall be entitled to the following holidays off with pay.

New Year's Day	
Martin Luther King Day	(3rd Monday in January)
Good Friday	(Friday before Easter)
Memorial Day	(Last Monday in May)
Fourth of July	(Independence Day)
Labor Day	(1st Monday in September)
Veterans Day	(November 11th)
Thanksgiving Day	(4th Thursday in November)
Friday after Thanksgiving Day	
Christmas Eve	
Christmas Day	

Section 2. An employee shall be entitled to twenty-four (24) personal leave hours in addition to the above listed holidays. Supervisor approval or denial of use of personal leave shall be based on workload requirements.

Section 3. In the event a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. In the event a holiday falls on a Sunday, the holiday shall be observed on the following Monday. Back to back holidays such as Christmas Eve and Christmas which may fall on a Sunday and Monday shall be celebrated on Monday and Tuesday. A Friday and Saturday holiday shall be celebrated on a Thursday and Friday.

Section 4. To be entitled to a holiday pay, an Employee must be on the active payroll (i.e. actually receives pay) on their last regularly scheduled work day before and their first regularly scheduled work day after the holiday, unless absent because of a bona fide (doctors statement) illness or injury, scheduled annual leave or funeral leave; but in no case shall an Employee receive holiday pay if he or she receives no pay during the holiday work week (regardless of the cause of the absence).

Section 5. Employees working on a holiday or on an observed holiday (but not both) will be compensated at two (2) times their regular rate of pay for all hours worked, in /addition to their regular holiday pay, provided that there shall be only one (1) day for which holiday premium will be paid for each holiday listed in Section 1.

ARTICLE 24 – JOB POSTING

Section 1. When the Employer determines that a vacancy will be filled, a notice of the vacancy or new position will be posted on a bulletin board at each work location.

Section 2. The notice shall be dated and include the date that the posting period closes; it shall also include the classification, job description, the location of the job, the immediate supervisor, the rate of pay, whether the job is permanent or temporary, the minimum qualifications, and the name of the person to whom application for the position shall be made.

Section 3, The notice shall be posted for ten (10) calendar days. The employee most qualified for the position according to experience, skill and ability shall be chosen for the

position. If more than one employee has equal experience, skill and ability to do the work, then seniority shall be the deciding factor. The determination of whether an employee is the most qualified shall be solely within the discretion of the Employer. Management shall not abuse its discretion. The Union may grieve the Employer's decision in filling a position and the burden shall be on the Union to show that the Employer's decision was for arbitrary and capricious reasons.

ARTICLE 25 – HOURS OF WORK AND OVERTIME

Section 1. The regular work week for bargaining unit employees shall consist of forty (40) hours per week, Monday through Friday. The work day shall consist of eight hours per day, 8:00 A.M. to 4:30 PM with one half (1/2) hour unpaid lunch period. A mid-morning and a mid-afternoon break, not to exceed 15 minutes shall he available to employees. The Employer shall have the right to install a time clock, or a similar time measurement device, to record hours of work, break time and lunch time. Nothing herein limits the right of the Employer to establish a second shift, provided the Union is given sixty (60) days prior notice. However, the hours, safety of employees and shift differential shall be subject to negotiations with the Union before placing employees in the shift and implementing the program.

Section 2. All hours of work in excess of eight (8) hours in a day, or forty (40) straight-time hours in one week shall be paid for at time and one-half the regular rate of pay. Work status for overtime purposes shall include annual leave, funeral leave, holiday, personal leave with pay and compensatory time leave.

Section 3. Call-Out. Except as provided in Section 9, an employee who is called to work more than one (1) hour after the end of his shift and before the start of his next regular shift, and who reports to the assigned location, shall receive a minimum of three (3) hours pay at the rate of one and one-half (1 ½) times the employee's regular straight time rate. An employee called back to work within the first hour after the end of his regular shift shall be deemed to have been held over for the entire period as continuous work. If a call-out occurs before the start of the employee's regular shift and the work continues into the regular shift, the pay rate shall revert to the straight time rate at the start of the regular shift and the employee shall be paid overtime for the time worked prior to the start of the regular shift without a guarantee of three (3) hours. Call-outs shall be calculated from the time the Employee receives the call.

The call-out guarantee of three (3) hours pay shall not be paid for any work scheduled in advance. Scheduled in advance means that the employee is notified during his regular working hours at least twenty-four (24) hours prior to the scheduled work time. Employees that are scheduled to work overtime and receive a call for an emergency shall receive regular overtime pay for the time worked, but not less than three (3) hours pay at the overtime rate. Employees on call will not be assigned the scheduled overtime.

Section 4. An employee who is called to work on a Sunday or on a holiday listed in Article 23, and who reports to the assigned location, shall receive a minimum of three (3) hours pay at the rate of two times the employee's regular straight time rate. All hours worked on a holiday listed in Article 23 shall be compensated at two (2x) the employee's regular straight time rate. All hours worked on a Sunday, unless a Sunday is part of the employee's regular forty hour work week, shall be compensated at the rate of two times (2x) the employee's regular straight time rate.

Section 5. An employee may be assigned to stand-by status. An employee on stand-by status shall receive one hundred and fifty ($175.00) per week for stand-by duty pay. An employee shall respond to all calls received at home while on stand-by status within one (1) hour of the time the call is received and shall respond to all calls received at a location other than home within two (2) hours of the time the call is received.

Section 6. Stand-by shall be for one week commencing 4:30 p.m. Friday and ending the following Friday at 4:30 p.m.

Section 7. An employee may trade stand-by duties to another employee provided prior notice is given personally to his immediate supervisor, or in his absence or unavailability, the Department Head, provided that the Employer shall not be required to pay the on-call stipend to the employee accepting the trade.

(a) A sign-up list shall be posted on a quarterly basis in each maintenance department facility.

(b) The list will be in force for the following three months and removed during the last day of the third month and replaced with a new sign-up list.

(c) Employees that sign-up will then be put in rotation in the order of seniority, most senior being first. Employees shall be chosen for overtime assignments in rank order, with the first, then second and so on in each work location. After all employees on the list have been called for overtime assignments the list rotates (starts again).

(d) An employee that signs up for overtime shall be available for all overtime resulting from a call-out for a one-week period.

(e) In an attempt to equalize overtime opportunities, employee's that refuse an overtime assignment, shall have the refusal charged as if worked and their name is rotated as if they actually worked the assignment and will not be eligible for another overtime assignment until their name has rotated back to the top of the list in their particular work crew.

(f) An employee shall not be eligible for overtime on any day in which the employee has used sick leave. An employee absent because of sick leave must complete a full regular shift before he becomes eligible to resume on-call status. When a person becomes ineligible because of sick leave, the next person on the list shall be called.

(g) Employees that have signed up on the overtime sign-up list will not be able to have their name removed from the overtime sign-up list until the next three (3) month period.

(h) Employees that have not signed up during the sign up period for the overtime sign-up list for a particular quarter will not be considered for overtime assignments during that three (3) month period.

(i) For employees that sign up for on call duty, shall be obligated to the on call duty for a three (3) month period (same example as Section 2. above). Those employees that do not sign up for the on call duty may not sign up until the next three (3) month period and are not eligible for any on call pay or be called as an on call person until they have signed up on the on call list and their name has rotated to the top of the list.

(j) Nothing in this Article restricts the right of the Employer to require other bargaining unit members to work overtime.

Section 9. An employee shall receive three (3) hours call-out pay for each call to which the employee responds to the location, provided that any second or subsequent call is received by the employee from the dispatcher more than one and one-half (1 ½) hours alter the prior call.

Section 10. Only full-time bargaining unit Employees shall be eligible for on call duty.

Section 11. Probationary Employees must complete their original probationary period before they become eligible for on call duty.

Section 12. Employees responding the to call outs are required to wear the uniform jacket, or uniform shirt that displays the BMHA insignia on it to show they are a BMHA employee, and must report in the BMHA vehicle.

ARTICLE 26 – TEMPORARY REASSIGNMENT

Section 1. Bargaining unit employees may be assigned to perform temporarily assigned duties:

(a) To fill a vacancy caused by an employee being on sick leave or other approved leave of absence;
(b) To provide vacation relief scheduling;

(c) To fill an opening temporarily pending permanent filing but, such temporary assignment shall not exceed ninety (90) working days;
(d) When an employee is temporarily incapacitated;
(e) When an employee specifically requests a temporary assignment.

Section 2. When an employee is temporarily reassigned to substitute in a job classification with a rate of pay lower than his own, he shall receive his regular rate of pay.

Section 3. After an employee is temporarily reassigned to a position with a higher rate of pay for more than one (1) working day, he/she shall be placed at a level on the salary schedule of the higher classification which gives the employee a minimum of five percent (5%) rate increase.

Section 4. When it is necessary to fill a supervisory position from within the bargaining unit for more than one (1) day, such employee shall be placed in the supervisor's pay range at a level which pays the employee at the rate of eight percent (8%) greater than their current pay rate.

ARTICLE 27 – DISCHARGE AND DISCIPLINE

Section 1. Employees may be disciplined for just and reasonable cause.

Section 2. No employee shall be suspended, or discharged, without a pre-disciplinary hearing.

(a) Written notice shall be given to the employee advising him/her of the reason discipline is being considered stating the nature of the charges

and a statement of the evidence supporting the charge.

(b) A pre-disciplinary hearing shall not be held until at least three (3) working days after the employee is served with the written notice of the pre-disciplinary hearing. These three (3) days may be extended by mutual agreement to allow the Union staff representative's attendance.

(c) The employee shall be afforded at the hearing a fair opportunity to be heard in opposition of the charges against him.

(d) The Steward or Union President shall have the right to assist the employee and Council #8 Staff Representative during the pre-disciplinary hearing.

(e) The Employer shall issue a decision within thirty (30) days after the pre-disciplinary hearing.

Section 3. An employee may submit for inclusion in his/her personnel file a written rebuttal regarding any verbal or written warning, or a written reprimand and/or request a meeting with the Director to review the reprimand. The employee may have a Union representative at this meeting.

Section 4. The Employer shall furnish the employee and the Union with a copy of any disciplinary action which shall state the reason for such action.

Section 5.

(a) An oral warning may be used as the initial warning for minor offenses. The Employee's supervisor will explain the problem to the Employee in a private and confidential manner. The objective will be to correct misunderstandings and prevent repetition.

(b) A written warning is more serious than an oral warning. The Employee's supervisor will explain that due to a prior warning or due to the severity of the present violation, a written warning is necessary and a copy will be entered in the Employee's personnel file. Employees are instructed to sign the written warning. The following legend will appear on the written warning: "The Employee's signature does not indicate agreement with the facts or consent to the issuance of a written warning, but rather acknowledgment that the written warning has been received by the Employee". (If no subsequent violation of the same or similar nature occurs within twelve (12) months of the date of the written warning, the written warning and the Employee's response, if any, will be removed from the Employee's file).

(c) A written reprimand is more severe than a written warning. The Employee's supervisor will explain to the Employee that due to a prior violation or the severity of this violation, a letter of reprimand is necessary. The Employee is instructed to sign the letter of reprimand. The following legend will appear on the letter of reprimand: "The signature of the Employee does not indicate agreement with the facts as presented in the letter of reprimand, nor agreement with the decision to issue the letter of reprimand". (If no subsequent violation of the same or similar nature occurs within twelve (12) months of the date of the letter of reprimand, the letter of reprimand and the Employee's response, if any, will be removed from the Employee's file).

Section 6. For disciplinary action other than verbal and written reprimands, the employee may appeal such disciplinary action exclusively through the grievance and arbitration procedure.

Section 7. In cases of dismissal, the Employer shall issue a check as soon as possible, but not later than the next subsequent pay period, to the employee for all wages and other compensation earned and due the employee, provided all keys, uniforms, and equipment, etc., owned by the Employer are returned.

ARTICLE 28 – LABOR/MANAGEMENT MEETINGS

Section 1. At a minimum, there shall be a bi-monthly Labor-Management meeting scheduled to discuss problems of concern of the parties in the Labor-Management area. Should there be no agenda presented, the meeting in question will be suspended.

Section 2. The Labor-Management Committee is to consist of no more than three (3) designated committee members, and the Staff Representative from the Union, and no more than three (3) representatives, and the Director or his designee from the Employer.

Section 3. The Labor-Management meeting shall be set by the parties at a mutually agreeable time and place as follows:

(a) Either party may submit a proposed agenda in writing to the other party at least ten (10) working days prior to the scheduled meeting.

(b) Agenda items may include but shall not be limited to:

1. Application of the collective bargaining;
2. Productivity and performance of the bargaining unit as a whole;
3. Improving the labor-management relationship;
4. Safety.

(c) The labor-management committee shall not discuss individual employees. Grievances shall not be discussed at labor-management meetings unless agreeable to both parties.

Section 4. Upon mutual agreement, a Labor Management meeting may be held at any time irrespective of the above stated provision.

ARTICLE 29 – HEALTH/LIFE INSURANCE

Section 1. All bargaining unit employees as defined in this Agreement, and their eligible dependents, shall continue to receive the same or comparable insurance coverage which is currently in effect, which includes hospitalization, surgical, and major medical insurance and prescription riders to which they will share in cost. In addition to vision and dental are available, at no premium cost to the employee. The Employer may include, with the Union's agreement, a wellness plan in its health insurance policy to improve employee health and wellness and help control the cost of health insurance.

Effective May 1, 2012, the Employer shall contribute to the cost of health insurance an amount equal to 90% of the premium cost of the lowest costing option available, which shall be designated the "Base Plan", to unit employees, and the member shall contribute 10% of the

premium cost of the Base Plan. (The lowest costing option Base Plan as of May 1, 2012 is known as High Deductible Health Plan (HDHP) which includes a deductible of $2500/$5000). A member selecting an option with a cost greater than the Base Plan shall pay the full amount of the cost of the option selected which exceeds 90% of the cost of the Base Plan.

Effective May 1, 2016, the Employer shall contribute to the cost of health insurance an amount equal to 87.5% of the premium cost of the lowest costing option available, which shall be designated as the "Base Plan," to unit employees and the members shall contribute 12.5% of the premium cost of the Base Plan. The lowest costing option Base Plan as of May 1, 2015, is known as the High Deductible Health Plan (HDHP) which includes a deductible of $3,000/$6,000). For the period from May 1, 2016, through April 30, 2017, a member selecting an option with a cost greater than the Base Plan shall pay the full amount of the cost of the option selected which exceeds 87.5% of the cost of the Base Plan.

Effective May 1, 2017, the Employer shall contribute to the cost of health insurance an amount equal to 85% of the premium cost of the lowest costing option available, which shall be designated as the "Base Plan," to unit employees and the members shall contribute 15% of the premium cost of the Base Plan. The lowest costing option Base Plan as of May 1, 2017, is known as the High Deductible Health Plan (HDHP) which includes a deductible of $3,000/$6,000). For the period from May 1, 2016, through April 30, 2017, a member selecting an option with a cost greater than the Base Plan shall pay the full amount of the cost of the option selected which exceeds 85% of the cost of the Base Plan.

The Employer will meet with two union representatives to discuss effects of insurance changes on bargaining unit members and will provide a detailed summary of benefits before any changes may occur.

Section 2. The health insurance benefits program shall be provided to the bargaining unit members.

Section 3. The Employer may change carriers after meeting with the Union and discussing the effects of such change on bargaining unit members, and if a change of carrier occurs, members shall be provided a copy of the new benefits summary.

Section 4. BMHA shall provide each bargaining unit member term life insurance in the amount of $40,000 at no cost to the member.

ARTICLE 30 - UNIFORMS

Section 1. The Authority will provide uniforms consisting of eleven (11) sets of uniforms and gloves to each Maintenance Employee. (Additionally, the Employer shall make available necessary foul weather gear consisting of boots, rubber gloves & rain gear). The Employee is responsible for lost items and damages other than fair wear and tear. Maintenance Employees are required to wear the uniforms provided while on duty during normal working hours (exception — rehab work within an apartment). Employees may wear shorts in the summer, provided they are of the same color as the uniform pants. Any special equipment needed to ensure the safety of the employees will be provided by the Authority.

ARTICLE 31 – RETIREMENT SYSTEM (PERS)

All full-time, temporary and permanent Employees are required to participate in the Public Employees Retirement System (PERS) of the State of Ohio is accordance with the laws of Ohio is lieu of Federal Social Security Insurance (SSI).

ARTICLE 32 – CLASSIFICATION TITLE/SERIES

Mechanic I	(Formerly Laborers)
Mechanic II	(Formerly Janitors)
Mechanic III	(Formerly Mechanics)
Crew Leader	

ARTICLE 33 – WAGES

Effective January 1, 2016, the parties agree to adding a new step or level that is 3% above level 6 in the contract that expired December 31, 2015. The prior first step or level will be deleted so that there will still be six steps or levels. Prior step or level 2 will become level 1, 3 will become 2, etc. These changes will move every employee's pay up one step or level from their rate in the contract that expired December 31, 2015. All of these changes are retroactive to January 1, 2016.

In addition, the rates shall also increase by 1% effective January 1, 2016, 2% January 1, 2017 and 2% January 1, 2018. All of the above changes are reflected in the charts on the following page.

MAINTENANCE UNION WAGES

Effective 1/1/2016 with new step added and 1% across the board increase

		ENTRY LEVEL		1 YEAR EMPLOYEE		2 YEAR EMPLOYEE		3 YEAR EMPLOYEE		4 YEAR EMPLOYEE		5 YEAR EMPLOYEE	
JOB TITLE	PAY GRADE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE
Maintenance	1	$ 13.81	$28,717.94	$ 14.22	$ 29,579.26	$ 14.66	$ 30,482.61	$ 15.09	$31,385.95	$ 15.55	$ 32,352.32	$ 16.02	$ 33,318.69
Maintenance	2	$ 14.69	$30,545.63	$ 15.14	$ 31,490.99	$ 15.58	$ 32,415.34	$ 16.07	$33,423.73	$ 16.55	$ 34,432.11	$ 17.05	$ 35,461.50
Maintenance	3	$ 18.19	$37,835.41	$ 18.73	$ 38,948.83	$ 19.30	$ 40,146.29	$ 19.88	$41,343.74	$ 20.47	$ 42,583.22	$ 21.09	$ 43,864.70
Crew Leader		$ 19.92	$41,427.78	$ 20.52	$ 42,688.26	$ 21.14	$ 43,969.74	$ 21.80	$45,335.26	$ 22.44	$ 46,679.78	$ 23.12	$ 48,087.31

MAINTENANCE UNION WAGES

Effective 1/1/2017 2% across the board increase

		ENTRY LEVEL		1 YEAR EMPLOYEE		2 YEAR EMPLOYEE		3 YEAR EMPLOYEE		4 YEAR EMPLOYEE		5 YEAR EMPLOYEE	
JOB TITLE	PAY GRADE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE
Maintenance	1	$ 14.08	$29,292.29	$ 14.51	$ 30,170.85	$ 14.95	$ 31,092.26	$ 15.39	$32,013.67	$ 15.87	$ 32,999.37	$ 16.34	$ 33,985.06
Maintenance	2	$ 14.98	$31,156.54	$ 15.44	$ 32,120.81	$ 15.90	$ 33,063.65	$ 16.39	$34,092.20	$ 16.88	$ 35,120.75	$ 17.39	$ 36,170.73
Maintenance	3	$ 18.55	$38,592.12	$ 19.10	$ 39,727.81	$ 19.69	$ 40,949.21	$ 20.27	$42,170.62	$ 20.88	$ 43,434.88	$ 21.51	$ 44,742.00
Crew Leader		$ 20.32	$42,256.33	$ 20.93	$ 43,542.02	$ 21.56	$ 44,849.14	$ 22.23	$46,241.97	$ 22.89	$ 47,613.37	$ 23.58	$ 49,049.06

MAINTENANCE UNION WAGES

Effective 1/1/2018 2% across the board increase

		ENTRY LEVEL		1 YEAR EMPLOYEE		2 YEAR EMPLOYEE		3 YEAR EMPLOYEE		4 YEAR EMPLOYEE		5 YEAR EMPLOYEE	
JOB TITLE	PAY GRADE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE	HOURLY RATE	YEARLY WAGE
Maintenance	1	$ 14.36	$29,878.14	$ 14.80	$ 30,774.27	$ 15.25	$ 31,714.11	$ 15.70	$32,653.94	$ 16.18	$ 33,659.35	$ 16.67	$ 34,664.76
Maintenance	2	$ 15.28	$31,779.68	$ 15.75	$ 32,763.23	$ 16.21	$ 33,724.92	$ 16.72	$34,774.05	$ 17.22	$ 35,823.17	$ 17.74	$ 36,894.15
Maintenance	3	$ 18.92	$39,363.96	$ 19.48	$ 40,522.36	$ 20.08	$ 41,768.20	$ 20.68	$43,014.03	$ 21.30	$ 44,303.58	$ 21.94	$ 45,636.84
Crew Leader		$ 20.72	$43,101.46	$ 21.35	$ 44,412.86	$ 21.99	$ 45,746.12	$ 22.68	$47,166.81	$ 23.35	$ 48,565.64	$ 24.05	$ 50,030.04

ARTICLE 34 – PLACEMENT, TRANSFERS AND PROMOTIONS

Section 1. Salary Placement and Advancement.

(a) Newly hired Employers may be placed in any salary level below Level 5. All employees shall be eligible to advance to the next higher level after one year of service (anniversary date).

(b) All levels above level one are merit increases. An employee will be eligible for a merit increase after completion of the appropriate additional years of service. An employee will normally be advanced to the next merit level at the beginning of the first full pay period after the employee's anniversary date.

(c) A merit increase may be denied for performance related reasons which shall be set forth in the employee's annual evaluation. An employee denied a merit level increase shall be eligible for reconsideration for the merit increase after six months. An employee shall not be denied a merit increase more than twice at any salary level. An employee may grieve a twice denied merit level increase.

(d) The Employer may, because of meritorious performance, advance an employee to a level higher than the normal progression would call for.

Section 2. Transfers: A transfer is a lateral move from one position to another position within the same classification. A transferred employee shall remain on the same pay level.

Section 3. Promotions: An employee who is promoted to a higher paying classification shall be placed in the pay level of the position to which the employees promoted which grants to the employee a pay increase of five percent (5%) or more. Under this provision a promoted employee may be placed on the entry level step. The anniversary date for a promoted employee shall be the effective date of promotion.

ARTICLE 35 - PERSONAL DEVELOPMENT/TUITION REIMBURSEMENT

Section 1. Professional Development. Opportunity and encouragement is offered the staff for further development of their skills. Determination of attendance at conferences and seminars shall be made by the Executive Director. This determination shall be done on an annual basis, subject to availability of funds and Authority benefits.

Attendance of courses at college level, either with or without credit, for the purpose of expanding the employee's skills, understanding and/or usefulness to the Authority may be provided through the provision of time, funds, or leave. Each case shall be considered separately subject to the availability of funds.

Section 2. Courses and Refunds.

(a) The Employee must select courses offered at schools approved by the Authority.

(b) The Employee must have at least six (6) months of full-time service at the Authority with an acceptable or better rating on the performance review.

(c) All courses must be approved and job-related and must be taken on the Employee's own time.

(d) In special circumstances, the Authority may elect to make advance payment(s) for courses. These circumstances may be to encourage the Employee(s) within a department(s) to upgrade their personal skills to facilitate new Authority programs.

(e) The Employee must formally apply for the advance payment or tuition reimbursement and have the application approved by the supervisor and the Executive Director before the course begins.

(f) The Employee will be reimbursed for the amount of tuition, registration fees and required course books only by approval of the Executive Director. This policy does not cover the expenses of lab fees, student activity card, and other incidentals.

(g) A refund will be approved for the Employee upon the successful completion. A grade of "C" or better or a certificate of completion will be acceptable.

(h) The Authority will be entitled to reimbursement if the Employee voluntarily leaves their employment within one (1) year of the completed course.

ARTICLE 36 – TRAVEL RELATED EXPENSE REIMBURSEMENT

Section 1. Employees shall be reimbursed for travel related expenses incurred while on official Employer business. Employees are eligible for expense reimbursement only when the travel or expenditure has been authorized by the Employer. Travel related business shall be approved in writing by the Employer before the employee encounters any cost. Claims for reimbursement shall be submitted in writing on a form developed by the Employer for approval of the expenses.

Section 2. Employees shall be reimbursed for official business travel at the current IRS rate. Mileage shall be claimed from the employee's work location or home, if leaving from home for the trip.

Section 3. Charges incurred for parking at the destination and highway tolls, if any, are reimbursable at the actual amount. Receipts of parking costs and highway tolls are required when charges are in excess of five dollars ($5.00).

Section 4. Expenses for overnight lodging and travel while on authorized business shall be arranged and, when possible, paid in advance by the Employer.

Section 5. Employees shall be reimbursed for reasonable expenses for meals while traveling or at a business workshop, training seminar or other working conferences. Such receipt(s) must identify costs/charges or similar documentation.

ARTICLE 37 – CLASSIFICATION/JOB DESCRIPTION

Section 1. The Employer shall meet with the Union in the event that it changes a job description and bargain with the Union regarding such change.

Section 2. The Employer shall provide to the Union a copy of all current job descriptions.

Section 3. In the event the Employer creates a new classification, the Employer shall meet and bargain with the Union with regard to the rate of pay for such classification. In the event the parties cannot agree on the rate of pay for the new classification, either party may submit the matter to arbitration.

ARTICLE 38 – NOTIFICATION OF NEW HIRES

The Employer shall furnish the Union a notification of new hires into the bargaining unit, within ten (10) days of the hire date. Such notification shall contain the name, classification, hire date, rate of pay and location (The Employer shall also furnish the Union notification of termination of an employee within ten (10) days of such termination. Termination shall be interpreted as voluntary and/or involuntary termination of employment. Such notice shall contain the name, classification, and date of termination). The Employer shall furnish the Union with notification of all other new hires on the first of each month.

ARTICLE 39 – FAMILY AND MEDICAL LEAVE ACT

The parties agree that when the number of Employees reaches the number required for the Employer to grant Family and Medical Leave under the Act to its Employees, the parties shall meet to negotiate the effects such FMLA may have on bargaining unit Employees.

ARTICLE 40 – INTEGRITY OF AGREEMENT

Section 1. The Authority and the Union agree that the terms and provisions contained in this written Agreement constitute the entire agreement between the parties and supersede all communications, understandings, or memoranda of understanding pertaining to any matters set forth in this Agreement or to any otter matter.

Section 2. The Authority and the Union agree that during the negotiations which precede this Agreement, each party had the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees that neither party is obligated to bargain with respect to any matter whatsoever, whether or not such matter is contained in this Agreement.

ARTICLE 41 – MISCELLANEOUS PROVISIONS

Section 1. Employee Status: The Employer agrees that it will provide a biweekly statement of an employee's comp time, sick time, eligible vacation and personal days.

Section 2. Duties of a Personal Nature: No employee shall be required to perform duties of a personal nature for any other Employee, Supervisors or Manager, and there shall be no retaliation against any Employee because of a refusal to perform such duties or carry out a personal favor, whether during working hours or thereafter.

Section 3. When new bargaining unit positions are established as a result of new housing units becoming available to the public, current employees will have first priority for the positions before hiring new employees.

ARTICLE 42 – SAVINGS CLAUSE

It shall be the intent of the Employer and the Union that this Agreement complies with all applicable legal statutes. If any paragraph or part thereof is declared invalid by a court of law, the remainder of the Agreement shall remain intact and valid. In the event some portion of this Agreement is deemed invalid, the Employer and the Union shall meet within fifteen (15) calendar days for the purpose of negotiating a lawful alternative provision(s).

ARTICLE 43 - MODIFICATIONS

The parties agree that amendments and modifications of this Agreement may be made by mutual agreement of the parties to this Agreement, only in writing and signed by both parties.

ARTICLE 44 - DURATION

Section 1. This Agreement shall become effective as of January 1, 2016 and shall continue in effect through December 31, 2018.

Section 2. Thereafter, the Agreement shall remain in full force and effect from year to year unless either party, in writing, shall notify the other at least ninety (90) days prior to the expiration of the term or any extended term of this Agreement, of any intention to make changes in the Agreement.

Date Signed: 4.25.16

For AFSCME Ohio Council 8
and Local 1330-2

For the Butler Metropolitan
Housing Authority