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AFSCME
UNION CONTRACT

SPRINGFIELD METROPOLITAN HOUSING AUTHORITY
AND
LOCAL 1608, OHIO COUNCIL 8,
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO

JANUARY 1, 2016

through

DECEMBER 31, 2018

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SPRINGFIELD METROPOLITAN HOUSING AUTHORITY,
OHIO/AFSME LOCAL 1608
CERTIFICATE OF AGREEMENT

This Agreement made and entered into in Springfield, Ohio, this 25th day of January, 2016, by and between the Springfield Metropolitan Housing Authority, hereinafter referred to as (the "SMHA"), and Local 1608 Ohio Council #8, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as (the "Union"), is for the purpose of providing a fair and reasonable method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, to receive a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 1 RECOGNITION

Section 1 Representation.

SMHA recognizes the Union as the exclusive representative of all employees in the bargaining unit as hereinafter defined for the purpose of collective bargaining in respect to wages, hours, fringe benefits, and working conditions that are set forth in this Agreement.

New classifications established during the term of this Agreement that have a relationship with the bargaining unit shall automatically be included in the bargaining unit.

Management and the Union shall attempt to negotiate the rate of pay. If they cannot agree, Management shall set the rate of pay.

Section 2 Bargaining Unit.

The bargaining unit shall consist of all employees assigned to classifications herein listed:

Maintenance Aide
Maintenance Technician
Laborer
Maintenance Mechanic
Crew Leader

Section 3 Exclusions from Bargaining Unit.

All employees whose classification is not listed in Section 2 shall be excluded from the bargaining unit.

In addition, the following groups of employees are specifically excluded from the bargaining unit:

1. Temporary and/or part-time employees. This includes Seasonal Labor, Management Interns, Skilled Trainees, and all other labor agreed upon by the parties.

2. Professional classes.

3. Individuals in the office of the Director of SMHA.

4. Supervisory classes.

5. Classified employees while on initial probationary status. Employees who move from one classification to another will not be required to be excluded from the bargaining unit as a result of such change.

   An employee who has resigned or has been terminated and who later is reemployed would be excluded for a ninety-day period after reemployment; however, an employee rehired within ninety days of leaving will not be required to serve a probationary period.

In the event any City, County, State or Federal law conflicts with any of the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties but the remaining portion of the Agreement shall continue in full force and effect. It is expressly understood that all provisions of this Agreement relating to regular and overtime wages to be paid and fringe benefits to be received shall be subject to the rules and regulations of the Department of Housing and Urban Development of the United States Government.

Section 4 **No Discrimination or Coercion**.

The provisions of the agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, political affiliation, religion or disability. The Union shall share equally with SMHA the responsibility for applying this provision of the Agreement.

All reference to employees in the Agreement shall designate both sexes; wherever the male gender is used it shall be construed to include male and female employees.

Section 5 **Supervisory Employees**.

SMHA agrees that supervisory employees shall not be used to perform work in the bargaining unit, except where an emergency exists, instruction is necessary, or where such work is a part of or necessary to the performance of his basic assigned responsibility. Inspectors shall be permitted to replace face plates, switch plates, and light globes during regular and special inspections.

ARTICLE 2 RIGHTS OF MANAGEMENT

Section 1

The right to hire, lay-off, promote, demote, transfer, discharge for cause, maintain discipline, require observance of SMHA policy and regulations and maintain efficiency of employees is the sole responsibility of SMHA, provided that Union members shall not be discriminated against as such, and that SMHA shall not exercise these rights in violation of the provisions of this Agreement. In addition, SMHA has the exclusive duty and right to manage the business of SMHA, direct the working forces, determine the location of physical facilities, the methods, the processes, and the means for accomplishing the work to be done, and to schedule such work and production. Attached hereto are copies of current job descriptions for bargaining unit employees. The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth. SMHA, therefore, retains all management rights not otherwise covered by this Agreement.

Section 2 **Wavier in Case of Emergency**.

1. In cases of circumstances beyond the control of SMHA, such as acts of God, riot, flood, and civil disorder, the following conditions of this Agreement shall be automatically suspended.

   - Time limits for Management replies on grievances.

   - Limitations on distribution of work assignments in accordance with seniority.

   - Limitations on distribution of overtime by seniority.

2. In addition, and not withstanding other articles of the Agreement, SMHA reserves the right during any such emergency to assign employees to work without regard to their employment classifications. No assignment of SMHA employees shall be made which requires employees to undertake duties more hazardous than those normally encountered in the performance of their job classification.

3. Upon termination of the emergency, should valid grievances exist they shall be processed in accordance with the provisions outlined in Article 12.

ARTICLE 3 CONTRACTING

Section 1 Use of Independent Contractors.

Where SMHA identifies an operational need, it may subcontract bargaining unit work when such work cannot be practically or economically performed by bargaining unit employees, at the employee's straight-time rate, within the time required for completion. Notwithstanding the foregoing, SMHA shall not use independent contractors when bargaining unit employees who have the necessary skills to perform such work are on layoff.

SMHA will provide notice to the Chapter Chairperson and Staff Representative of the Union of its intent to contract bargaining unit work within five (5) calendar days of the date it solicits bids or on the same day it solicits a quote for the needed work. When outside contractors are used for unit turns, bargaining unit employees will devote their work time to completing repair orders as directed by the Asset Managers, unless otherwise assigned.

Section 2 Communication Regarding the Use of Contractors.

Concerns regarding the efficient and effective use of contractors may be addressed at Labor-Management Committee meetings.

ARTICLE 4 PAYROLL DEDUCTIONS

Section 1 **Union Dues and Deductions**.

Management will deduct from the wages and remit to the proper officers of the Union, the regular monthly Union dues of such members who shall authorize such deduction in writing. Deductions shall be made from each pay of the employee in an amount certified by the Union. In the event an employee's pay is insufficient for the deduction, Management will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

Section 2 **Authorization and Fair Share**.

All employees in the bargaining unit defined herein who, sixty (60) days from the date of hire, are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code. 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. The fair share fee amount shall be certified to SMHA by an officer of the Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for securing or retaining employment or receiving any benefits under this Agreement. The Union will indemnify and save harmless SMHA and its agents and employees from any action growing out of deductions hereunder and commenced by an employee or anyone else against SMHA or SMHA and the Union jointly.

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide SMHA's designated representative for collective bargaining with a copy of the Union's fair share fee procedure.

SMHA will deduct from the employee's pay, the regular monthly Union dues from the wages of members and the monthly fair share fee from the wages of non-members. Deduction shall be made from the bi-weekly pay of all employees in the bargaining unit. In the event an employee's pay is insufficient for the deduction, SMHA will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

All deductions shall be transmitted to the Controller, AFSCME Ohio Council 8, 6800 N. High Street, Worthington, Ohio 43085 no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

SMHA shall provide with each deduction of dues and fair share fee deductions the following information:

1. Alphabetical list of Union members from whom deductions were made; the name, address, and social security number of each member and the amount deducted;

2. Alphabetical list of fair share fee employees from whom deductions were made; the name, address, and social security number of each employee and the amount deducted;

3. The name of each Union member and fair share fee employee whose name has been dropped from the prior check-off list and the reason for the omission.

Section 3

Any employee desiring to withdraw his/her authorization of payroll deduction of Union dues may do so by notifying SMHA and the Union in writing of his/her desire at least ten (10) days prior to the expiration date of the Agreement.

Upon such revocation notice, the employee shall be subject to the fair share provision of the Agreement immediately.

Section 4 **P.E.O.P.L.E (Public Employees Organized to Promote Legislative Equality)**.

SMHA agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a voluntarily written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by notice to both SMHA and the Union. SMHA agrees to remit any deductions made pursuant to this provision promptly to AFSCME PEOPLE Department, 1625 L. Street, N.W., Washington, DC 20036 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. All deductions shall be transmitted no later than fifteen (15) days following the end of the pay period in which the deduction is made.

ARTICLE 5 <u>WAGES</u>

Section 1 **Wage Rates**.

Effective January 3, 2016, the wages as set forth in Schedule A shall be increased as follows:

January 3, 2016	3% increase across the board for all steps & classifications
January 1, 2017	2% increase across the board for all steps & classifications
December 31, 2017	2% increase across the board for all steps & classifications

Section 2 **Paychecks**.

All bargaining unit members' paychecks will be made available by noon on pay day, providing they have been received from the bank.

ARTICLE 6 HOURS OF WORK

Section 1 **Definitions**.

For purposes of defining the hours of work, there will be one (1) category of employee:

> Category A Employees – are those whose schedule consists of day-shift assignments in Monday through Friday operations.

SMHA management shall determine the assignments of bargaining unit employees, limited only by the terms of this Agreement and applicable federal or state statutes and regulations.

Section 2 **Work Day and Work Week**.

For purposes of defining the hours of work, the following definitions of work day and work week will apply:

The regular working day is eight (8) hours and the regular work week is forty (40) hours. The normal work week, Monday through Friday, will be deemed to start Monday, at 12:01 a.m. with normal hours being 8:00 a.m. to 4:30 p.m. with one-half hour for lunch. Employees are entitled to two (2) fifteen minute paid break periods each day which will be taken immediately adjacent to the lunch period for a total of one hour, one half hour paid and one half hour unpaid.

Section 3 **Tardiness**.

Employees reporting late will be docked as follows:

- Up to seven (7) minutes late – no pay docked.
- Eight (8) minutes to twenty-two (22) minutes late – ¼ hour docked.
- Twenty-three (23) minutes to thirty-seven (37) minutes late – ½ hour docked.
- Thirty-eight (38) minutes to fifty-two (52) minutes late – ¾ hour docked.

Section 4 **Straight Time**.

Straight time wages will be paid for the first forty (40) hours worked in an employee's working week.

Section 5 **Weekend Scheduling of Laborers**.

Notwithstanding the other provisions of this Article 6, Laborers and Aides may be assigned to work on weekends. Schedules will be made, in consultation with the employees involved so as to avoid any Laborer or Aide being assigned to work more than one half of the weekends in a calendar year.

Weekend scheduling of Laborers and Aides does not entitle them to work outside their classification. Emergencies which require work outside the Laborer or Aide classification shall be referred to the Mechanic or Technician on call.

Section 6 **Hazardous Weather**.

Humanitarian guidelines respecting the responsibilities of the parties in case of adverse or extreme weather conditions that affect the health and personal safety of members shall be of prime consideration.

In cases of severe frigid conditions, wind, rain, electrical storms, snow storms or ice blanketing, no member shall be unnecessarily compelled to work under conditions which involve a physical risk to his health and personal safety. Examples specified herein shall be related to the official weather reports as given by the U.S. Weather Bureau in Vandalia for this area.

Employees who are sent home resulting from an emergency weather condition shall be compensated at their basic hourly rate of pay for an eight hour work day.

The parties further agree for the purpose of administering and implementing provisions of this Section that in cases involving a question as to whether or not employees will perform regular work assignments, the decision will be made by the Executive Director.

Section 7 **Volunteer Emergency Callout (On Call)**.

All employees of the bargaining unit who volunteer for emergency call out from home in case of an emergency shall be credited with the actual time they work for the purpose of computing their compensation for such work at the appropriate rate. However, in no event shall they be credited with less than three hours' time and in no case will duplicate callout fees be paid unless the employee has returned home prior to the subsequent notification and the previous callout period of three hours has expired.

Emergencies are to be determined by Management. These include, but are not limited to, such items as gas leakage, furnace trouble, window breakage during winter months, toilet stoppage when the house has only one toilet, sink stoppage, and all other malfunctions which are detrimental to the health, safety, and welfare of the resident.

To be eligible for emergency call out overtime a member of the bargaining unit must have been an employee for at least twelve (12) months and have demonstrated the ability to handle the types of emergencies identified in this Section.

The employee scheduled to work the volunteer Emergency Callout position will receive double time pay (as opposed to overtime pay) for emergency callout work performed on a Sunday or recognized holiday during his/her scheduled on-call week.

The on-call schedule will be determined in accordance with the Volunteer Emergency Callout List (the "List"). Employees who desire to be contacted for emergency call out must sign the List, which shall be fixed for a three-month period; however, the List shall be reopened for additions and deletions during the last ten working days of each month. The List shall initially be based on seniority. All additions to the List made after the initial List shall be placed in the least senior position on the List regardless of actual seniority.

When an employee is on sick leave or suspended from work during the week he/she is scheduled to be available for emergency callout, the supervisor shall contact the next employee on the List for any emergency callout required and continue down through the List until the emergency callout is covered. An employee suspended from work or on leave without pay may not trade emergency callout rights with another employee.

Contact with an answering machine shall be considered a refusal. An employee on emergency callout who is given an emergency work request during the last one-half hour of the work day shall be credited with a minimum of three (3) hours pay at the appropriate rate under this contract.

The employee who is on call for after hours and weekend/holiday emergency call-in shall be paid the sum of $50.00 per week for each week on call for being available for such call ins. The employee on call will not be eligible for overtime from the MOCL during the week that the employee is on call.

Section 8 **Residency Lockouts**.

Rate of pay for this service is determined by the charge to the tenant.

Section 9 **Rest Periods**.

An employee shall be granted two (2) rest periods per work day of fifteen (15) minutes each subject to the scheduling requirements of Management. (See Article 6, Section 2)

ARTICLE 7 OVERTIME

Section 1 Authorization.

Time and one-half work authorization will only be through the Executive Director or a person designated by the Executive Director to authorize such work.

Section 2 Time and One-Half Rate.

Overtime payment at the rate of time and one-half will be paid according to the following conditions:

- Time actually worked on Sundays or a recognized holiday. Employees working the holiday will be paid up to eight (8) hours of straight time for the holiday plus time and one-half for the actual hours worked on the holiday.

- Time worked in excess of forty (40) hours in the work week.

Section 3 Overtime Calculations.

All overtime will be calculated after rounding the employee's hours worked to the nearest quarter of an hour.

Authorized holidays, paid annual leave, and paid personal leave shall be counted as hours worked for the purpose of calculating a 40 hour work week. Sick leave hours will not count as hours worked when calculating a 40 hour work week. In no case will the same hours be used twice to calculate overtime pay or eligibility for overtime.

Failure of an employee to complete his work schedule on any day for reasons not within the control of SMHA shall eliminate that date in computing days worked when calculating eligibility for overtime pay.

Section 4 Distribution of Overtime by Master Overtime List.

1. Callout Procedure. Overtime work other than that which is performed by the on-call employee described in Article 6, Section 7, will be offered by position classification and to permanent employees within a class before being offered to temporary employees. A Master Overtime Callout List ("MOCL") except in cases of emergency, as determined by the Executive Director, shall be established based initially on seniority. The MOCL will be used by SMHA for the first three attempts to assign overtime. Once three employees from the MOCL have been offered overtime and have refused, the overtime may be assigned by SMHA to the next employee on the MOCL, who shall be required to perform the assigned work.

2. Establishment of Master Overtime Callout List. The duration of each MOCL shall be one year. All employees shall provide SMHA with a telephone number at which they may regularly be reached. On the first regular work day following January 1 of each year of this contract, the hours of overtime for each employee shall be adjusted to zero, and a new MOCL of the employees shall be established according to SMHA seniority. Overtime hours credited to each employee in conformance with this section shall be calculated weekly, and employees shall be repositioned on the MOCL according to the number of overtime hours credited, ranked from the employee with the least number of credited overtime hours to the employee with the most number of credited overtime hours.

   An employee who accepts overtime shall be credited with the number of overtime hours for which the employee is paid. An employee who refuses overtime shall be credited, for purposes of the MOCL, with the number of overtime hours for which the employee would have been paid had he/she accepted the overtime.

   For purposes of the MOCL, an employee who cannot be contacted shall not be credited with overtime hours; provided, however, that an employee whose household is contacted and is not available for the overtime offered shall be credited with the number of overtime hours that employee would have been paid had he/she accepted the overtime.

   An employee on paid leave at the end of a work day shall not be offered overtime until his/her next regular work day unless he/she makes a prior request in writing to be considered for overtime. Any such request must be for the entire period of leave.

   No employee will be offered overtime while on sick leave, suspension, leave without pay or while on call.

   No employee shall be placed on the MOCL until he/she has completed his/her probationary period under this contract.

   Use of the MOCL by SMHA shall be required only for an initial callout. Those employees who by their training have specialized job duties on a day-to-day basis may be offered overtime irrespective of the MOCL.

3. Temporary. Temporary employees will not be assigned overtime on a callout basis whenever regular full-time employees are available.

   Temporary employees will be permitted to work overtime when they are part of a crew completing work as the result of an extended work day.

4. Overtime/Compensatory Time. All employees who are required and authorized by the Executive Director to work additional time beyond a 40 hour work week may elect to receive compensation either by compensatory time off or by payment of overtime. This will be paid at time and a half for hours actually worked beyond 40 in a work week.

   Accrued compensatory time off may be granted to the employee by his/her supervisor at a time mutually convenient to the employee and the supervisor. The maximum number of hours that can be accrued is 80.

   The decision to take overtime pay or compensatory time off for overtime hours worked is the employee's alone. Accrual of comp time is based on the same work requirements as overtime. Compensatory time may not be used during any scheduled work period in order to earn overtime, holiday pay, or additional compensatory time.

5. Continuation of Shift. An employee who remains on the work site will be credited with the overtime and work the overtime without regard to his/her position on the MOCL.

   An employee or crew performing a specific work assignment who is unable to complete that assignment within a normal work day shall be required, if directed by supervision, to work past the end of his/her day shift until such time as that particular work assignment has been completed. Overtime would not be mandated to an employee if that employee is unable to stay after the end of his/her shift because of a previously scheduled appointment of a serious nature, such as an appointment with a doctor. If supervision deems it necessary to supplement the employee(s) with additional personnel, the overtime list will be utilized.

   An employee performing a specific work assignment one (1) hour before quitting time, where the employee's presence is essential to complete said assignment, shall be permitted to work without regard to the MOCL.

ARTICLE 8 RATE OF PAY PROGRESSION

Section 1 **Pay Step Intervals**.

The time interval required between salary steps will be as follows: A-B: 180 days; B-C: 12 months; C-D: 12 months; D-E: 12 months. This will permit employees to reach the maximum pay rate in forty-two months from the date of hire, contingent upon timely approval of each merit increase.

Section 2 **Merit Basis**.

Advancements in these classifications and salary steps shall continue to be made under present practice which is based on merit and shall be made consistent with the employee's evaluation.

Section 3 **Plan**.

Advancements in the salary steps shall be made under a uniform plan based upon both seniority and merit.

1. Supervisors will hold a review with each employee following six months' service in any pay grade. The employee will be advised of his current performance evaluation. The employee will then have the remainder of the required months' service in which to modify or improve his/her performance to acceptable levels prior to his/her next merit increase date.

2. Work time lost through unpaid leaves of absence will not be counted toward the seniority required in each step to qualify an employee for a merit increase.

3. All employees and supervisors shall sign personnel action forms implementing salary adjustments to ensure that a review session has been held and the employee advised of the amount of adjustment due.

4. Employees who are denied a step increase shall sign an evaluation form indicating that an evaluation conference has been held. Within three days the employee may appeal this decision to the Executive Director.

Section 4 **Promotions**.

Promotions are governed by SMHA policy, which provides that promoted employees are placed in the minimum step of the higher class which exceeds the salary rate prior to the promotion. Further, if upon or after the promotion of any employee, the Executive Director determines that the increase of compensation payable to such employee occasioned by such promotion is not sufficient to afford adequate compensation for any additional duties and responsibilities imposed as a result of such promotion, the Executive Director may direct that such an employee be advanced to the next higher step of the appropriate salary range.

Section 5 **Temporary Transfers to Higher Rated Job**.

Any employee assigned to a job above his/her permanent classification for eight consecutive work hours or more in any two consecutive work days shall be entitled to be paid at the higher rate of pay while so assigned. Such assignments to a higher rated job will be made only when necessary and will not be changed between employees arbitrarily so as to avoid payment at the higher rate of pay. Consecutive days shall include days which may be separated by normal days off.

Employees entitled to a higher rate (based on assignment to a higher rated job) shall be placed in the lowest step of the higher pay range for the temporary period. In the event the temporary rate increase is ten cents ($.10) or less, then the employee shall be placed in the next higher step.

ARTICLE 9 LEAVE CATEGORIES

A. SPECIAL LEAVE

Section 1 **Jury Duty**.

An employee required to serve on jury duty before a court empowered by law to require such service shall be excused from work with pay for the time required for such service. The employee will turn in all jury fees received to the Accountant for periods when he/she is on payroll status.

When called for jury duty the employee shall show the subpoena to his/her supervisor and shall report back for work when released as a juror unless his/her shift has ended or there is one hour or less remaining in his/her shift.

Section 2 **Court Subpoena**.

SMHA will allow use of the annual leave benefit in increments as low as one (1) hour each for employees who must appear in civil court proceedings. SMHA will continue paid status for any employee who is called to court for any proceedings which results from his/her position with SMHA or in any case which involves SMHA. In addition, SMHA will continue paid status for any employee subpoenaed to appear as a witness in any felony proceedings or called to testify before any grand jury. The employee shall show the subpoena to his/her supervisor and shall report back for work when released as a witness unless there is one hour or less remaining in his/her shift.

Section 3 **Blood Bank**.

Employees who donate blood to the Community Blood Bank will be permitted up to two hours of paid SMHA time for the purpose of donating such blood. No overtime will be paid for this purpose.

Section 4 **Military Leave**.

Employees shall be granted military leave not to exceed thirty-one (31) work days per year. Military leave shall be for periods of service in the military reserve when called to active duty. Employees shall receive the difference between their regular SMHA wages and military pay, less all military allowances and SMHA scheduled days off.

B. SICK LEAVE

Section 1 Accrual and Carryover of Sick Leave.

Standard Provision. This provision applies to employees hired after the effective date of this Agreement as well as current employees with a sick leave balance below 600 hours on the effective date of this Agreement. Sick leave credits will accrue at the rate of one and one quarter days of sick leave per month worked (15 days per year) up to a maximum of 600 hours (75 days). Employees may carryover a maximum of 600 sick leave credits into the next calendar year. Employees will not earn additional sick leave credits unless and until their balance falls below the 600 hour carryover limit.

Employees on paid sick leave will accrue vacation time.

Grandfather Provision for Current Employees with a Sick Leave Balance in Excess of 600 hours. An exception to the standard provision for sick leave accrual and carryover limits will be made for current employees who have a sick leave balance in excess of 600 hours on the effective date of this Agreement. Those employees will be permitted to carryover their existing sick leave balances from year to year, less any portion of the balance that the employee uses. These employees will also be permitted to accrue additional sick leave credits at the rate of three quarters of a day of sick leave per month worked (9 days per year). The additional accruals can be used for sick leave purposes only during the year they are accrued but they cannot be carried over from year to year. If at any time the employee's sick leave balance falls below 600 hours, this Grandfather Provision will no longer apply to that employee and his/her sick leave credits will be, thereafter, subject to the accrual and carryover limits described in the first paragraph of this Section.

Employees on paid sick leave will accrue vacation time.

Section 2 Usage of Sick Leave.

Sick leave may be granted for reasonable periods of time under the following circumstances with approval of the supervisor or Executive Director:

a. Illness, injury, or exposure of employee to a contagious disease which could be communicated to other employees.

b. Illness or injury to a member of the employee's immediate family, except in cases where the family member is not residing in the same household with the employee. In these cases, sick leave may be granted if the supervisor or Executive Director feels that the grant would be justified. The resident requirement does not apply to the employee's parents.

c. Medical, dental, or optical examination or treatment of the employee or a member of his immediate family, subject however, to the same restrictions as stated in (b) above.

d. Death of a member of the employee's immediate family. Proof of death and relationship of the deceased may be requested. Immediate is defined as: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, father, mother, spouse, child, spouse's grandparent, grandchild, step-parent, step-child, half-brother, half-sister, a legal guardian or other person who stands in place of a parent (*i.e., loco parentis*). Sick leave usage in this case will be limited to up to five (5) days and will be allocated by the supervisor or Executive Director according to the circumstances involved.

e. When an employee leaves work because of sickness or injury and does not return to the shift following medical treatment, the balance of the shift will be charged to sick leave. Work time credit will be given for those hours worked during the shift.

Section 3 **Certification of Sick Leave Usage**.

An affidavit satisfactory to SMHA or a medical certificate from a licensed physician certifying or affirming as to the nature of the employee's illness and the employee's capacity to return to work must be presented to the supervisor by an employee who has been ill for three (3) consecutive days or he/she will not be permitted to return to work. A certificate or affidavit may be required for less than three (3) days absence. The failure to present such a certificate or affidavit may result in loss of pay or other disciplinary actions for the time absent. Where sick leave is requested to care for members of the immediate family the Executive Director shall require a physician's certificate to the effect that the employee's presence is in fact necessary to care for the ill person.

A properly executed affidavit of the employee will ordinarily be accepted as "satisfactory" by SMHA unless there is good reason to request a medical certificate, such as repeated or unusual use of sick leave, usage in periods of less than three (3) days, but more than one (1) on repeated occasions, or other actions which would indicate abuse of sick leave usage.

Section 4 **Time of Call-in on Sick Leave**.

In requesting sick leave, SMHA must be notified at the place directed by the Executive Director and to the person or persons so designated to receive calls. This notice must be received no later than one-half hour prior to the work starting time then in force.

This system shall be uniformly applied. Calls received after that time will be judged by the supervisor and/or Executive Director solely on the merits of the case. Unexcused failure to so notify may result in disciplinary action. A three-day absence without leave will result in termination and the loss of all rights under this Agreement except earned vacation.

Section 5 **Daily Call-in While on Sick Leave**.

In cases of serious illness, injury, hospitalization, or other situations where the employee will be absent for several days, the employee shall notify the supervisor or the Executive Director, and upon approval, daily call-ins will be unnecessary.

Section 6 **Application of Sick Leave in Addition to Workers' Compensation**.

Any employee who is a member of this bargaining unit and who receives Workers' Compensation as a result of an injury occurring in the scope of his/her employment and who has accumulated sick leave shall be paid the difference between his/her daily wage and Workers' Compensation payments for each working day that he/she is unable to work and is entitled to draw Workers' Compensation benefits, such payment to be charged to the accumulated sick leave of the employee and to terminate upon the exhaustion of accumulated sick leave.

Section 7 **Sick Leave Conversion Upon Retirement**.

Upon retirement from service with SMHA (disability or service retirement), the employee will receive a lump sum payout of unused sick leave as follows:

- **Employees with 5-10 years of service**. Employees with at least five (5) full years of service with SMHA shall be paid for all accumulated sick leave in excess of 250 hours at the rate of 65% of their regular hourly wage (*formula = sick leave balance on the date of retirement less 250 hours times 65% of hourly wage*);

- **Employees with 10-15 years of service**. Employees with at least ten (10) full years of service with SMHA shall be paid for all accumulated sick leave in excess of 200 hours at the rate of 70% of their regular hourly wage (*formula = sick leave balance on the date of retirement less 200 hours times 70% of hourly wage*);

- **Employees with 15-20 years of service**. Employees with at least fifteen (15) full years of service with SMHA shall be paid for all accumulated sick leave in excess of 175 hours at the rate of 75% of their regular hourly wage (*formula = sick leave balance on the date of retirement less 175 hours times 75% of hourly wage*);

- **Employees with 25-30 years of service**. Employees with at least twenty-five (25) full years of service with SMHA shall be paid for all accumulated sick leave in excess of 150 hours at the rate of 80% of their regular hourly wage (*formula = sick leave balance on the date of retirement less 150 hours times 80% of hourly wage*);

- **Employees with 30+ years of service**. Employees with at least thirty (30) full years of service with SMHA shall be paid for all accumulated sick leave in excess of 100 hours at the rate of 90% of their regular hourly wage (*formula = sick leave balance on the date of retirement less 100 hours times 90% of hourly wage*).

This provision shall only apply to employees who are eligible for and actually retire from service through the Ohio Public Employees Retirement System (OPERS) under the service or disability retirement programs. An employee who is ineligible for retirement at the time of his/her separation of employment with SMHA will not receive payment for any accrued and unused sick leave in the employee's sick leave bank on the date of separation.

Payment of unused sick leave shall be calculated as of the employee's separation date and will be paid at the employee's rate of pay at the time of separation. The separation date for an employee retiring from service is the last day actually worked unless arrangements are made for the employee to use accrued annual (vacation) leave during his/her last days of employment.

Upon proof of retirement, SMHA will arrange for the sick leave conversion payment to be paid on the employee's last paycheck, or within thirty (30) days after SMHA receives notice of the retirement from OPERS, whichever is applicable. Conversion of sick leave under this provision will eliminate all sick leave credit and will reduce the employee's sick leave balance to zero.

Section 8 **Unused Sick Leave – Death**.

In the event of an employee's death, the employee's accrued and unused sick leave credits will be paid to the employee's designated beneficiary or estate according to the formula set forth in Section 7 above.

C. UNION LEAVE

Section 1 **Leave of Absence**.

An employee elected or appointed to office in the Union or selected by the Union for an assignment which takes such employment with SMHA may be granted a leave of absence without pay not to exceed twelve months, mutually approved by the Management and the Union. And, upon his/her return, if within such leave of absence period, he/she shall be reinstated at work to a position generally similar to that performed prior to such leave of absence.

Section 2 **Union Business Leave**.

SMHA will not compensate for more than forty (40) hours per year for union business leave, which may be carried over yearly for up to three (3) years. No more than two (2) Union members shall make use of paid leave at any one time. Union absence without pay, or annual leave, will be granted up to a total of not more than sixty-four (64) additional hours. During such leave, fringe benefits will be continued. The years referred to shall be contract years. The Union may utilize the aforementioned paid leave by notifying the employee's Department in writing no less than three (3) calendar days prior to the start of the leave.

Section 3 **On-Duty Pay**.

a. SMHA will continue the on-duty pay of a steward who is investigating a grievance if he/she is a member of the same work unit as the aggrieved.

b. SMHA will continue the on-duty pay of witnesses called under the grievance procedure and for the Union officials required by this procedure to be present at any step of the procedure.

c. SMHA will continue the on-duty pay for Union members on the Labor Management Committee for periods when such meetings are called.

d. Negotiating Committee. SMHA will continue the on-duty pay for members of the Union Negotiating Committee during periods when SMHA and the Union have called a joint meeting.

e. No overtime will be paid for these periods.

Section 4 **Super Seniority for Officers and Stewards**.

It is agreed that the officers of the Union, namely the President, Vice President, Recording Secretary, Treasurer, Chapter Chairperson, Chapter Vice Chairperson, and the Steward of the Union, shall be given preferential seniority insofar as is legally possible solely for the purpose of stabilizing such officers and stewards within a job class and they shall not be subject to transfer arbitrarily.

Section 5 **Stewards**.

The Union agrees that the number of stewards and the location of the stewards shall be continued as it is at the present and the Union will furnish SMHA at all times with the names of designated officers and stewards.

Section 6 **Officers**.

Officers of Chapter (SMHA) Local 1608 shall consist of a chairperson, a vice chairperson, and one steward.

D. VACATION

Section 1 **Schedule**.

The vacation schedule for employees in the bargaining unit shall be as follows:

1 year	12 days
5 years	15 days
10 years	18 days
15 years	21 days
20 years	24 days
25 years	27 days

Section 2 **Vacation Accrual Limit**.

For employees who were employees of SMHA as of January 1, 1997, a maximum of 300 hours of vacation credit may be carried over from one calendar year to the next. For all employees hired after January 1, 1997, a maximum of 160 hours of vacation may be carried over from one calendar year to the next.

The annual carryover cap shall be waived by SMHA, upon an employee's request, when an employee accumulates vacation hours exceeding the carryover cap which cannot be used by the employee solely because of SMHA work schedule requirements.

Section 3 **Vacation Scheduling**.

Employees will be required to give three (3) days' notice for vacation scheduling. Cancellations of scheduled vacations by employees must occur not later than forty-eight hours prior to the scheduled vacation.

E. PERSONAL DAYS

Each employee having six (6) months or more in service shall be granted three (3) days of paid personal leave each calendar year.

After six months from date of hire, each employee will be entitled to up to three (3) days of personal leave per year with pay. The days shall be used in units of not less than four (4) hours. Personal leave days shall not be cumulative and may not be carried over year to year.

Except for unanticipated personal emergencies, application in writing for leave shall be made three (3) days in advance of the leave requested. In cases of emergencies, a shorter time period may be used for such application. If the emergency is such that the application cannot be made in advance, the employee shall notify his immediate supervisor at the first opportunity and shall make written application upon the employee's return to work.

F. WELLNESS INCENTIVE

Effective January 1, 2011, SMHA shall establish and maintain a Wellness Incentive Program as an incentive to minimize the use of sick leave and increase attendance. The wellness period shall be the calendar year (January 1 through December 31). Employees who use 1-1/2 days (12 hours) or less of sick leave during a wellness period shall be granted 1-1/2 days (12 hours) personal leave for the next wellness period. The Wellness Incentive personal day and one-half shall be in addition to the three (3) days of personal leave provided under Article 9 (E) and administered in accordance with the term and conditions of Article 9 (E).

ARTICLE 10 SENIORITY

Section 1 **Definitions**.

The following definitions shall apply in:

Seniority. Seniority is defined as net credited service.

An employee does not lose seniority in the event of absence due to a SMHA job related workers' compensation injury. In the event an illness or injury is not related to an SMHA injury, the employee's seniority will terminate after twenty-four months.

Accrual of Seniority. A permanent employee shall accumulate seniority retroactively from the last date of hire after the successful completion of his/her probationary period. In those cases where like seniority exists, numerical listings will apply.

Section 2 **Types of Seniority**.

a. Overall Seniority. Overall Seniority is defined as the net credited service of an employee beginning with the date of his/her last appointment by SMHA as a regular permanent employee.

b. Job Seniority. Job Seniority is defined as the net credited service of an employee beginning with the date of his/her last appointment at his/her present position classification within his/her present work unit.

c. Application of Overall Seniority. Overall Seniority will be a factor considered by Management in the following situation:

Vacation preference. In each work unit, the employee with the most seniority will be given his/her choice of vacation period. Each employee under this employee in terms of seniority will likewise be offered his/her choice of remaining periods, always subject to the work unit requirements. Once a yearly choice is made, it will be permanent for that year except when a person of greater seniority leaves the work unit at which time changes may be made with the same stipulations in the force.

Any employee who applies for vacation leave on an hourly or daily basis will be approved on a first-come, first served basis.

Section 3 **Seniority Accumulation by Employee Status**.

Permanent employees only will accumulate seniority. Emergency, temporary, temporary provisional, part-time, seasonal employees or skilled trainees will not accumulate seniority. Permanent employees will not accumulate seniority during their 180 calendar day probationary period. After passage of the probationary period, seniority will accumulate from the last date of hire.

Section 4 **Seniority Lists**.

Seniority lists shall be prepared showing both overall seniority and job seniority for each covered employee in January of each year or when there is a staffing change. These lists will incorporate the provisions of Sections 1, 2, and 3 of this Article 10. Any seniority list prepared by SMHA will be considered correct if no grievances are filed within two (2) calendar days from the date of posting of such list. A copy of the seniority list shall be provided to the Staff Representative and Chapter Chairperson when posted.

Section 5 **Loss of Seniority**.

An employee will lose all seniority when he/she is terminated, resigns, accepts other employment while on an authorized or unauthorized leave of absence or is separated permanently from his/her position for any other reason.

Section 6 **Layoff**.

Whenever for any reason it becomes necessary or expedient to reduce the work force within a position classification, all emergency, provisional, temporary, part-time, seasonal, and probationary employees shall be laid off first before any reduction is made in the permanent work forces. Permanent employees shall be laid off in order of their job seniority with that employee having the least seniority within the position classification being laid off first, then continuing in like manner until the required reduction in work force has been accomplished. In the event an employee is laid off, he/she shall receive payment for earned but unused vacation with his/her final check.

Employees shall be permitted to use their seniority to bump downward into a classification during a time of layoff.

Section 7 **Layoff Beyond Two Years**.

An employee who is on layoff for a period of two (2) years is automatically terminated and loses all seniority. An employee shall be paid for all accrued vacation as of the day of layoff.

Section 8 **Recall**.

Order of Recall. Permanent employees who are on layoff shall be recalled in reverse order of their layoff, within a position classification with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

Provisional Appointments. If the required number of persons qualified in a particular position classification is not available through the procedure above, a temporary provisional appointment may be made of a person that is qualified under the SMHA promotional policy.

Notification of Recall. SMHA shall notify the employee of his/her recall at his/her last address on record with SMHA and employ him as he reports and is available for work within seventy-two hours after notice of recall. If said employee fails to report for work within seventy-two hours after notice of recall, he shall be considered as having voluntarily resigned, provided that an illness incapacitating the employee from work or an extended absence from home at the time of recall shall be sufficient excuse for not reporting for work if SMHA is informed of the excuse within twenty-four hours after receipt of notice of recall. An employee loses his/her right to recall and is considered to have voluntarily resigned if his/her address on file with SMHA is not accurate. Recall notices will be dispatched by certified mail.

Rights to Recall. An employee recalled to a job not within his/her position classification shall retain prior right to recall to a vacancy existing within his/her position classification. Should any employee be recalled to a job not within his/her position classification, he/she shall retain, continue to accumulate, and may exercise his/her seniority with his/her position classification for a one hundred and twenty (120) day period. At the end of the one hundred and twenty (120) day period, his/her job seniority shall then accumulate retroactively from the original date of his/her recall to his/her present position. If at any time during the one hundred and twenty (120) days an employee shall refuse a call to a job within prior seniority rights and his/her job seniority shall begin to accumulate as of the first day of employment in his/her new position classification.

Section 9 **Filling a Vacancy from Outside the Bargaining Unit**.

If no employee is qualified to fill a job under current SMHA Job Descriptions, SMHA will not be held to seniority rules in any fashion in filling the job.

Section 10 **Transfer**.

Any employee transferred from one position classification to another involuntarily shall continue to accumulate seniority in his/her previous position classification and shall not be placed upon the seniority list of his/her position classification until a period of ninety (90) calendar days has passed. At the end of this ninety (90) calendar period, the employee so transferred will lose his/her seniority in his/her old position classification and will be placed upon the seniority list in his/her new position classification. His/her job seniority will then accumulate retroactively from the original date of transfer. The job seniority of an employee who is transferred at this request begins and ends as of the date of transfer.

Section 11 **Driving**.

Employees who have their driver's license suspended or fail to maintain valid Ohio driving privileges, shall be suspended without pay for up to thirty (30) days.

In the event the employee is unable to provide a valid drivers' license at the end of the suspension period, he will be considered to have voluntarily resigned.

If SMHA's liability insurance carrier refuses to insure a specific employee, SMHA will seek to place the employee in a position which does not require him/her to drive if in the sole discretion of the Executive Director such a position exists. If no position exists, the employee shall be considered to have voluntarily resigned.

ARTICLE 11 BULLETIN BOARDS

SMHA agrees to furnish bulletin boards for the exclusive use of the Union.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1

There shall be an earnest and honest effort to settle differences and disputes promptly. If any controversy or differences arise between an employee and SMHA and/or the Union and SMHA with respect to this Agreement, then such controversies or differences shall be handled as follows:

STEP 1: The employee or group of employees will present their grievance to his/her Supervisor in an attempt to resolve the dispute. The employee or group of employees may, if he/she or they so desire, be accompanied by a Union representative. This will be done within five (5) working days of the time the employee becomes aware of the alleged grievance. The Supervisor will reply to the Union or the aggrieved by the end of the shift on the next working day after the issue/problem has been presented to him/her. Class grievances must be filed within five (5) working days of the grievance. If the aggrieved employee does not refer his/her grievance to the second step of the procedure within two (2) working days after the receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

STEP 2: If the problem is not resolved to the employee's or employees' satisfaction, the problem becomes a grievance to be presented in writing to the Department Director by the employee and/or Union representative. The Supervisor will render a decision within two (2) working days from the time he receives the grievance in writing.

If the department supervisor has failed to reply, the Union may proceed to the third step by notice to the Executive Director or his/her designee within two (2) working days. If the grievance is not referred to the third step of the procedure within two (2) working days of the receipt of the Supervisor's reply, it shall be considered to be satisfactorily resolved.

STEP 3: The grievance together with all correspondence shall be submitted to the Executive Director. The Executive Director or his/her designee shall investigate and hold a grievance meeting. The Executive Director shall reply to the Union and the aggrieved in writing within five (5) working days after the Step 3 grievance meeting. Both the Union and SMHA shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance. The aggrieved may be represented by two Union officers and/or the Union Business Representative. If a written notice of intent to file under the mediation procedure, Step 4, is not received by the Executive Director within ten (10) working days of receipt of the Executive Director's reply, it shall be considered to be satisfactorily resolved.

STEP 4: Mediation. SMHA and the Union shall meet with a Mediator from the Federal Mediation and Conciliation Service to resolve all grievances appealed from Step 3 of the Grievance Procedure. Within ten (10) working days of action of the Executive Committee of the Union, SMHA and the Union shall by joint letter solicit the appointment of a mediator to mediate the case from the Federal Mediation and Conciliation Service to resolve all grievances appealed from Step 3 of the Grievance Procedure. The date for mediation shall be set as soon as possible in accordance with the wishes of SMHA, the Union, and the availability of the mediator. SMHA and the Union shall share equally in the cost of the mediation proceedings.

STEP 5: Arbitration. In the event the parties are unable to reach a settlement with the Federal Mediator regarding any grievances, that grievance may be appealed to arbitration as provided herein. Written notice of appeal shall be filed by the Union with the Executive Director within ten (10) working days of the conclusion of mediation.

a. If a grievance is appealed to arbitration, the Union and SMHA, by mutual agreement, shall select an impartial arbitrator and a mutually satisfactory time and place shall be arranged for a hearing of the case. If the parties are unable to agree upon an arbitrator within a reasonable period of time, either may request the Federal Mediation and Conciliation Service to assist with the selection by submitting a list of five (5) qualified arbitrators. Each party shall alternately strike a name from the list of proposed arbitrators until one name remains, who shall be the arbitrator.

b. The Arbitrator shall render a decision, in writing, to both parties as promptly as possible after the close of the hearing. There shall be no appeal from the arbitrator's decision, which shall be final and binding upon SMHA, the Union and the employees. The full cost of the arbitrator's services and expenses shall be shared equally.

c. The Arbitrator shall have no jurisdiction or power to add to, subtract from, or modify any of the terms of this Agreement, or any other terms made supplemental hereto, or to arbitrate any other matter.

d. In any discharge or suspension case involving a claim for back wages, the arbitration award will not exceed the amount of wages the employee would otherwise have earned from his employment with SMHA during the time periods limited by the Grievance Procedure, less the following:

    1. Any Unemployment Compensation which the employee is not obligated to repay or which the employee is obligated to repay but has not repaid nor authorized SMHA to repay on his behalf; and

    2. Any other compensation earned by the employee since the time he/she last worked for SMHA.

Section 2 **Time Limits**.

The time limits imposed in this article may be extended at any step by mutual consent. Likewise, any step in the grievance procedure may be eliminated by mutual consent. Days as specified herein shall be work days. The Union shall keep posted in the Director's office a current list of the Union officers and stewards. Any officer may serve in lieu of a steward at the employee's option. Persons not on this list will not be recognized as officials of the Union.

Section 3 **Scope**.

Grievances within the meaning of the grievance procedure and of this Agreement shall consist only of disputes about the interpretation or application of particular terms and conditions in this Agreement and about alleged violations of the Agreement. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall the Arbitrator substitute his discretion for that of SMHA or the Union. Nor shall the Arbitrator exercise any responsibility or function of SMHA or the Union.

Section 4 **Duplicate Redress**.

Any employee who wishes to appeal a disciplinary action taken by SMHA shall elect to proceed under the Personnel Policy of SMHA or through the grievance procedure contained in this Agreement. The election shall be made at the time the appeal is filed. Any employee who files an appeal to disciplinary action under the Personnel Policy shall void all proceedings through the grievance procedure; and, likewise, if an employee files a grievance through the grievance procedure, he shall void his right to appeal as outlined in the Personnel Policy.

Section 5 **Grievances to be in Writing**.

All basic facts and claims concerning a grievance shall be submitted in writing at the time the grievance is presented. The grievance shall include a statement identifying the Section or Sections of this Agreement which are claimed to have been violated, a complete description of the alleged violation and facts on which it is based, and the remedy sought by the grievant. Supplemental information clarifying or substantiating such facts and claims may be introduced at any Step.

Section 6 **Personnel Files**.

Personnel files are to be maintained on all employees and shall contain pertinent information as to employment, references, performance, classification, evaluation, promotions, disciplinary actions, and similar items.

No records of disciplinary actions shall be removed from an employee's file. Records of verbal and written warnings shall not be considered in subsequent disciplinary actions after a period of one year, provided there has been no further disciplinary occurrences during that time. Records of suspensions and demotions shall not be considered in subsequent disciplinary actions after a period of five years, provided there has been no further disciplinary occurrences during that time. An employee may review his/her personnel file annually, upon request, and have a Union official present during such review.

ARTICLE 13 POSITION VACANCIES

Section 1

Notices of vacancies and new positions of classifications listed herein shall be posted on all SMHA bulletin boards by SMHA for seven (7) calendar days prior to any selection or examination, with a copy to the President of Local 1608 and Chapter Chairperson.

Section 2

Management will decide when a vacancy exists. The bidding procedure as described herein shall apply to all bargaining unit vacancies.

All vacancies are to be posted. When a vacancy occurs or a new position is created, Management shall post for seven (7) calendar days a notice of the opening stating the job classification and rate of pay.

Employees who wish to be considered for the posted job must file written application with Management by the end of the posting period. SMHA may advertise a notice of the opening and accept applications from outside the bargaining unit during the seven (7) calendar day posting period.

If two or more employees are substantially equal in qualifications, then seniority shall govern with respect to filling the vacancy.

An employee selected for the position will be given the necessary time and training to become accustomed to the job or learn the normal operations of the position during the 180 day probationary period. If the employee does not qualify for the job, as evidenced by his performance during his probationary period, he/she shall be returned to his/her former classification and salary.

ARTICLE 14 SAFETY

Section 1 **Physical Examinations**.

When SMHA requires an employee to report for a physical examination or inoculation, SMHA will select the medical provider and will pay the complete cost of said examination or inoculation. SMHA will retain a copy of the examination report and any related records in the employee's confidential medical file.

Section 2 **Safety Items**.

SMHA will pay the cost of acquiring safety items it deems necessary. Serious consideration shall be given regarding all matters involving safety recommendations mutually agreed upon by the joint Labor-Management Committee. Employees who violate rules pertaining to the use of such equipment or practices may be disciplined. The Union agrees not to process grievance actions where the facts warrant the disciplinary action taken as justifiable. The final decision as to what safety equipment is to be required shall rest with SMHA.

Section 3 **Safety Committee**.

A safety committee will be appointed and will consist of four (4) employees, two (2) employees from the bargaining unit and two (2) employees from management. Occupational safety and health is a mutual concern of SMHA and the Union. The Union will cooperate with SMHA to comply with all applicable safety rules and regulations. SMHA and employees shall comply with all applicable Federal and State OSHA laws, rules, and regulations and SMHA safety rules.

SMHA agrees to discuss safety conditions and practices with the employees and the Union employees are responsible for reporting unsafe conditions or practices, for avoiding negligence and for properly using and caring for facilities, vehicles, supplies, and equipment provided by SMHA. There shall be a first aid kit at work sites where there is either a management office or maintenance shop.

Section 4 **Uniforms**.

January 1, 2016 and January 1, 2018 (every two years) SMHA will furnish at least five uniforms (10 individual garments) consisting of pants or shirts or combination thereof with a minimum of three pairs of pants. In addition, SMHA will furnish five short sleeved tee shirts annually. Employees will have the option of short sleeves and/or long sleeve shirts or combination thereof. Also, SMHA will furnish one rain suit and one pair of boots per employee in a two-year period.

Each uniform purchased for the employee must be kept cleaned and in good repair by the employee. SMHA shall have all employees' uniforms in the employees' possession by January 30th of the purchase year.

The parties agree that it is in the best interest of SMHA for all employees to have uniforms that are in good condition. Therefore, worn or damaged items may be requested on an as-needed basis. Any employee with specific uniform needs during 2017 should notify SMHA as soon as possible to request replacement garment(s).

Section 5 **Equipment and Vehicle Operation**.

Each employee who operates or uses any equipment or vehicle shall be responsible for a daily inspection before operation or usage and after operation report any deficiencies.

Section 6 **Commercial Driver's License**.

SMHA will offer to employees the opportunity to obtain a Commercial Driver's License ("CDL"). The opportunity will be posted for a period of at least 20 days, asking employees to sign up for the necessary training. Employees accepting the training will be provided training at SMHA's expense, subject to budgetary restrictions. Training will be conducted during work hours to the extent possible. Employees successfully completing the training will apply for the license. SMHA will reimburse employees for test and license fees.

ARTICLE 15 LABOR-MANAGEMENT COMMITTEE

Committee Structure and Meetings. A Labor-Management Committee will be formed throughout the SMHA work force. This committee will be half from management and half from labor. Meetings will be held no more than once every thirty (30) days except upon mutual agreement of both parties. Items to be discussed will be outlined in an agenda to be prepared prior to the meeting and distributed to members of the committee. The meetings will alternately be chaired by management and labor. The members chairing the meeting will be responsible for preparation and distribution of the agenda for that meeting.

It is understood that no grievances or negotiable subjects contained in this Agreement are to be discussed by the Labor-Management Committee because established procedures already exist in these areas. A member of the side chairing the meeting will be designated to prepare a written report of the meeting and the facts discussed. This record should not be verbatim. Copies of these reports are to be initialed by each side and retained for future reference.

These meetings should lead to mutual recommendation to the department heads concerned and should increase the understanding between labor and management thereby increasing the efficiency of the department of SMHA.

Prior to a change in the job descriptions, management will discuss the proposed change with the Union in the Labor-Management Committee.

ARTICLE 16 NO STRIKES AND NO LOCKOUTS

SMHA agrees that so long as this Agreement is in effect there shall be no lockouts. The Union, its members, officers, agents, and employees covered by this Agreement agree that so long as this Agreement is in effect there shall be no strikes, sit-downs, slow-down of work, boycott, or any unlawful acts that interfere with SMHA's operations.

ARTICLE 17 DISCIPLINE

There are four basic steps in the disciplinary procedure. Verbal, with written note to file; written warning; suspension; and termination.

Section 1

Disciplinary action shall be taken by SMHA only for just cause. Anonymous citizens' complaints shall not serve as the sole basis of disciplinary action. When discipline is for just cause, SMHA shall have thirty (30) working days from discovery of the conduct warranting such discipline to initiate disciplinary action.

Section 2

The principles of progressive discipline shall be utilized in the administration of this Agreement. An employee and the Union shall be given notice of the basis of the allegation, the employee's right to Union representation, and an opportunity to respond to charges prior to the imposition of discipline. The employee has a right to have his/her steward with him/her at the time he/she is questioned. The employee shall be informed of the decision in writing.

Employees may be removed from active status before any disciplinary hearing required under Section 2 of this Article by being placed on administrative leave with pay. Where the alleged offense is severe enough to warrant immediate discharge, the employee shall be placed on administrative leave without pay.

ARTICLE 18 INSURANCE

Section 1 **Life Insurance**.

SMHA will pay the full cost of a life insurance policy for all employees in the Union under 65 years of age in the amount of Fifty Thousand Dollars ($50,000) (with AD&D double indemnity). The coverage will reduce to 65% at age 65 and to 50% at age 70 and over.

Section 2 **Medical/Hospital Insurance**.

a. SMHA will make available affordable health insurance coverage for employees and their dependents based on budgetary constraints.

   This coverage may be selected by SMHA based on the recommendations made by the health care study group.

   Benefit levels, co-pay amounts, co-insurance deductibles, and eligibility requirements will be provided to employees in the summary plan descriptions provided by the carrier prior to the benefit year in which the services are effective.

b. The cost of the health insurance coverage shall be paid as follows: 20% by the employee and 80% by SMHA.

c. SMHA and bargaining unit employees will participate with other employees in a health care study group to explore the availability and effects of different health care plans, the cost of such plans and other factors prior to the expiration of the current plan.

   SMHA shall convene the health care study group during the last quarter of the benefit year, in order to arrive at a recommendation to be presented to the Executive Director.

   SMHA may select and implement a new health care plan to be made available to all SMHA employees only after having received and reviewed recommendations made by the health care study group.

Section 3 **Dental/Optical Plan**.

Dental and optical coverage similar to that in effect on January 31, 2010 shall be provided at SMHA's expense.

The cost of dental and optical coverage shall be paid as follows: 20% by the employee and 80% by SMHA.

The health care study group shall explore the availability, effects and cost of the AFSCME sponsored vision and dental program.

Section 4 **Short Term Disability Insurance**.

Short term disability insurance coverage for employees will be voluntary and at the employee's expense. The benefits payable under the short term disability policy will be 66% of an employee's weekly earnings to a maximum of $500.00 per week for 26 weeks.

Section 5 **Health Reimbursement Arrangement**.

SMHA will provide a health reimbursement arrangement, providing for up to $75 per month reimbursement for prescription expenses available to any bargaining unit member or family member of a bargaining unit member who participates in the health insurance coverage provided by SMHA.

ARTICLE 19 HOLIDAYS

Section 1 **Paid Holidays**.

The following shall be observed as paid holidays:

A. New Years' Day

B. Martin Luther King Day

C. President's Day

D. Good Friday

E. Memorial Day

F. Independence Day

G. Labor Day

H. Columbus Day

I. Veteran's Day

J. Thanksgiving Day

K. Day after Thanksgiving Day

L. Christmas Eve

M. Christmas Day

N. Employee's Birthday (a/k/a Floating Holiday)

Section 2 **When Employees Work on the Holiday**.

Employees working on a recognized holiday will be paid straight time for the holiday and will be paid time and one half for hours actually worked on the holiday.

The employee working the Volunteer Emergency Callout schedule the week of a holiday will receive straight time for the holiday and double time (as opposed to overtime) for hours actually worked on the holiday.

Section 3 **Holiday Definition**.

In the implementation of the Legal Holiday Schedule, the following definitions shall apply:

A. Calendar Holiday. The actual date of the holidays contained in Article 19, Section 1 of the Agreement.

B. Designated Holiday. The date designated for observance of the calendar holiday which falls on a Saturday or a Sunday shall be as follows: holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

C. Birthday Holiday. The employee's birthday will be considered as a regular holiday. The supervisor must be notified five working days prior to the employee's birthday of the employee's intent to be absent or to observe the holiday on another day in the same work week.

D. Day Before and Day After. In order for an employee to receive his regular pay for a holiday, he must work his full regular shift before and after a holiday. Employees on vacations, sick leave, or other approved paid leave shall be considered working their regular schedule for pay purposes.

ARTICLE 20 **TERM OF AGREEMENT**

This Agreement shall continue in full force and effect from January 1, 2016 through December 31, 2018. Thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months unless at least one hundred and twenty (120) days prior to the end of any twelve (12) month effective period either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Agreement.

In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least ninety (90) days prior to the expiration date of the Agreement, meetings to consider such changes shall be held by both parties. In the event the parties do not reach a written agreement by the expiration date of December 31, 2018, then this Agreement shall in all respects be deemed void and terminated. The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

IN WITNESS WHEREOF, SMHA and the Union have caused this Agreement to be executed in their names by their duly authorized representatives at Springfield, Ohio this

25th day of January, 2016.

The Agreement shall be effective on January 1, 2016.

FOR AFSCME LOCAL 1608

Stacey Benson-Taylor
Staff Representative
AFSCME Ohio Council

Mike Bowshier
Chairperson

Ronald Phillips SR
Ronald Phillips
Vice-Chairperson

FOR SMHA

Arlin J. Tolliver Sr.
Executive Director

Stephanie Cameron
Executive Assistant

MEMORANDUM OF UNDERSTANDING

REQUESTS FOR LEAVE WITHOUT PAY

It is the Employer's intention to consider reasonable requests for leave without pay which an employee may make due to the employee's inability to work resulting from a serious health condition of the employee or an employee's immediate family member.

This Memorandum of Understanding was entered into during the 2007 – 2009 contract, and is being continued by agreement in the 2016 – 2018 contract.

FOR AFSCME LOCAL 1608

Stacey Benson-Taylor
Staff Representative
AFSCME Ohio Council

Mike Bowshier
Chairperson

Ronald Phillips
Vice-Chairperson

FOR SMHA

Arlin J. Tolliver Sr.
Executive Director

Stephanie Cameron
Executive Assistant

MEMORANDUM OF UNDERSTANDING

PERFORMANCE STANDARDS

The Union recognizes and agrees that all employees of SMHA must put forth a fair effort and perform as efficiently as possible to cooperate with SMHA's fiscal recovery efforts. The Union further agrees that it will support SMHA in improving productivity, eliminating waste, conserving materials and supplies, improving the quality of workmanship, and strengthening goodwill within the agency.

Subject to the provisions of the Collective Bargaining Agreement, SMHA has the right to make decisions regarding how all work is accomplished, including any and all bargaining unit work. However, SMHA and the Union will work together to reach the desired goals by using the Labor-Management Committee to discuss performance standards and process improvement objectives prior to implementation by SMHA as they may be needed or amended from time to time.

This Memorandum of Understanding was entered into on May 24, 2013, as part of the 2013 – 2015 contract, and is being continued by agreement in the 2016-2018 contract.

FOR AFSCME LOCAL 1608

Stacey Benson-Taylor
Staff Representative
AFSCME Ohio Council

Mike Bowshier
Chairperson

Ronald Phillips
Vice-Chairperson

FOR SMHA

Arlin J. Tolliver Sr.
Executive Director

Stephanie Cameron
Executive Assistant

SCHEDULE A
WAGE SCHEDULE
YEAR 1

Effective 01/03/2016

Title	A	B	C	D	E
Laborer					
per hour	11.265	12.262	13.236	13.841	15.450
per pay	$ 901.20	$ 980.96	$ 1,058.88	$ 1,107.28	$ 1,236.00
per year	$ 23,431.20	$ 25,504.96	$ 27,530.88	$ 28,789.28	$ 32,136.00
Maintenance Aide					
per hour	13.570	14.304	15.645	16.725	18.253
per pay	$ 1,085.60	$ 1,144.32	$ 1,251.60	$ 1,338.00	$ 1,460.24
per year	$ 28,225.60	$ 29,752.32	$ 32,541.60	$ 34,788.00	$ 37,966.24
Maintenance Technician					
per hour	14.302	15.250	16.770	17.609	19.614
per pay	$ 1,144.16	$ 1,220.00	$ 1,341.60	$ 1,408.72	$ 1,569.12
per year	$ 29,748.16	$ 31,720.00	$ 34,881.60	$ 36,626.72	$ 40,797.12
Maintenance Mechanic					
per hour	14.868	15.913	17.086	18.290	20.506
per pay	$ 1,189.44	$ 1,273.04	$ 1,366.88	$ 1,463.20	$ 1,640.48
per year	$ 30,925.44	$ 33,099.04	$ 35,538.88	$ 38,043.20	$ 42,652.48
Crew Leader					
per hour	15.554	17.003	18.444	19.887	21.337
per pay	$ 1,244.32	$ 1,360.24	$ 1,475.52	$ 1,590.96	$ 1,706.96
per year	$ 32,352.32	$ 35,366.24	$ 38,363.52	$ 41,364.96	$ 44,380.96

SCHEDULE A
WAGE SCHEDULE
YEAR 2

Effective 01/01/2017

Title	A	B	C	D	E
Laborer					
per hour	11.490	12.507	13.500	14.118	15.759
per pay	$ 919.20	$ 1,000.56	$ 1,080.00	$ 1,129.44	$ 1,260.72
per year	$ 23,899.20	$ 26,014.56	$ 28,080.00	$ 29,365.44	$ 32,778.72
Maintenance Aide					
per hour	13.841	14.590	15.958	17.060	18.618
per pay	$ 1,107.28	$ 1,167.20	$ 1,276.64	$ 1,364.80	$ 1,489.44
per year	$ 28,789.28	$ 30,347.20	$ 33,192.64	$ 35,484.80	$ 38,725.44
Maintenance Technician					
per hour	14.588	15.555	17.105	17.961	20.006
per pay	$ 1,167.04	$ 1,244.40	$ 1,368.40	$ 1,436.88	$ 1,600.48
per year	$ 30,343.04	$ 32,354.40	$ 35,578.40	$ 37,358.88	$ 41,612.48
Maintenance Mechanic					
per hour	15.165	16.231	17.428	18.656	20.916
per pay	$ 1,213.20	$ 1,298.48	$ 1,394.24	$ 1,492.48	$ 1,673.28
per year	$ 31,543.20	$ 33,760.48	$ 36,250.24	$ 38,804.48	$ 43,505.28
Crew Leader					
per hour	15.865	17.343	18.813	20.285	21.764
per pay	$ 1,269.20	$ 1,387.44	$ 1,505.04	$ 1,622.80	$ 1,741.12
per year	$ 32,999.20	$ 36,073.44	$ 39,131.04	$ 42,192.80	$ 45,269.12

SCHEDULE A
WAGE SCHEDULE
YEAR 3

Effective 12/31/2017

Title	A	B	C	D	E
Laborer					
per hour	11.720	12.757	13.770	14.400	16.074
per pay	$ 937.60	$ 1,020.56	$ 1,101.60	$ 1,152.00	$ 1,285.92
per year	$ 24,377.60	$ 26,534.56	$ 28,641.60	$ 29,952.00	$ 33,433.92
Maintenance Aide					
per hour	14.118	14.882	16.277	17.401	18.990
per pay	$ 1,129.44	$ 1,190.56	$ 1,302.16	$ 1,392.08	$ 1,519.20
per year	$ 29,365.44	$ 30,954.56	$ 33,856.16	$ 36,194.08	$ 39,499.20
Maintenance Technician					
per hour	14.880	15.886	17.447	18.320	20.406
per pay	$ 1,190.40	$ 1,270.88	$ 1,395.76	$ 1,465.60	$ 1,632.48
per year	$ 30,950.40	$ 33,042.88	$ 36,289.76	$ 38,105.60	$ 42,444.48
Maintenance Mechanic					
per hour	15.468	16.556	17.777	19.029	21.334
per pay	$ 1,237.44	$ 1,324.48	$ 1,422.16	$ 1,522.32	$ 1,706.72
per year	$ 32,173.44	$ 34,436.48	$ 36,976.16	$ 39,580.32	$ 44,374.72
Crew Leader					
per hour	16.182	17.690	19.189	20.691	22.200
per pay	$ 1,294.56	$ 1,415.20	$ 1,535.12	$ 1,655.28	$ 1,776.00
per year	$ 33,658.56	$ 36,795.20	$ 39,913.12	$ 43,037.28	$ 46,176.00

SCHEDULE B

JOB DESCRIPTIONS

SPRINGFIELD METROPOLITAN HOUSING AUTHORITY
POSITION DESCRIPTION

Position Title: **Maintenance Aide** As of Date: June 1, 2008

Department: Public Housing

General Statement of Duties:

Responsible for manual and unskilled labor work associated with maintaining a multi-family property. May drive a truck in conjunction with work. Some technical direction may be provided by a Maintenance Mechanic. Maintains the financial health of the property with the Asset and Assistant Asset Managers. Maximizes the property's income and minimizes expenditures consistent with preservation of the physical plant. Minimizes vacant units and vacancy loss. Assists with inventory control and requests approval to purchase goods and services only when needed, when policies have been followed, and when funding permits. Coordinates with supervisor to ensure prompt leasing of ready units.

Reports to: Asset Manager or Assistant Asset Manager

Supervises: Staff position, no supervisory responsibilities

Pay Grade: N/A Hourly/Non-exempt

Essential Duties and Responsibilities

1. Assists SMHA in maintaining at least a "standard" performance score under HUD's Assessment system indicators. Maintains the physical condition of the units, buildings and systems. Completes work orders in a timely manner. Maintains resident satisfaction with maintenance and physical plant.

2. Carries out the work of the property in a manner that complies with all applicable Federal State and local laws, regulations, and PHA policies and procedures related to: Civil and Disability rights; fair labor standards and practices; procurement of good and services; rental integrity; OSHA standards; data privacy laws.

3. Completes work orders within prescribed timeframes and to prescribed standards. Prepared appropriate paperwork to order required materials or notifies supervisor of needed materials. Specific work may include and may be limited by availability of tools and training, but is not solely limited to: performs minor repairs to electrical and plumbing systems and appliances; performs rough carpentry work; caulks and repairs walls; moves supplies, appliances, furniture and equipment; repairs roofs; cleans incinerators; loads and unloads trucks; places forms used in concrete work; replaces light bulbs, and wall plates; tests smoke detectors and replaces batteries; replaces broken glass and windows; cleans units following the move-out of a family and cleans units in preparation for leasing; mows grass, edges and blows sidewalks and driveways, trims bushes and trees, chops trees and removes stumps, removes snow at assigned buildings, rakes and bags leaves, plants flowers, bushes and trees, picks up trash and provides other

services relating to grounds maintenance; calls appropriate vendor to clean sewers and street drains; cleans sludge beds; cleans and maintains tools and equipment; uses computer to update status of work orders; ensures that all information is recorded on the work order, including materials used.

4. Maintains property, including: upon request of the supervisor, may inspect vacant units; serve on voluntary rotation for emergency calls; in the course of regularly assigned duties walks the property to check for curb appeal, hazardous conditions and other needs; inspects common areas, hallways, community rooms, and interior hallways daily and ensures that work orders are issued to address deficiencies.

5. Notifies supervisor as soon as possible of resident intent to vacate or skip-outs. Ensures that the exterior of the property, the route to the unit and the unit itself is clean and attractive prior to showing to a prospective resident.

6. Maintains adequate systems for resident safety and security. Deals promptly with any hazardous situations to prevent accidents. Notifies the supervisor of any potential criminal activity and/or drug-related criminal activity observed.

7. Recommends improved operating policies and procedures.

Other Duties and Responsibilities

1. Completes vacant unit turnarounds with goal of less than 14 calendar days of assignment depending on availability of supplies, condition of unit and number of hours available to turn unit.

2. Demonstrates initiative in providing cost effective methods in completing work order and preventative maintenance.

3. Keeps management, staff and residents informed of maintenance issues that impact them.

4. Will perform other duties as assigned.

Minimum Education Requirements, Licenses, Skills, Abilities, Experience

- Must possess a high school diploma or its equivalent.
- Must show some aptitude for maintenance functions and have some relevant background it the building trades.
- Must possess the following elements to perform the work of an Aide: the ability to work in a neat, clean and orderly manner, the ability to follow directions; the ability to use and maintain basic tools and the ability to work safely.
- Ability to understand oral and written instructions.
- Must possess a valid Ohio driver’s license and show evidence of personal vehicle insurance.
- Must possess strong customer service skills.

- Physical Demands
  Standing: remaining on one's feet in an upright position.
  Walking: moving about on foot.
  Climbing: pulling or moving the body above ground level.
  Sitting: remaining in the normal seated position.
  Lifting: raising or lowering an object from one level to another.
  Balancing: maintaining body equilibrium to prevent falling over.
  Carrying: transporting an object, usually by hand, arm or shoulder.
  Eye/Hand/Foot Coordination: performing work through using two or more.
  Fingering: picking, pinching, or otherwise working with fingers.
  Handling: seizing, holding, grasping or otherwise working with fingers.
  Hearing: perceiving the nature of sounds by the ear.
  Reaching: extending the hand(s) and arm(s) in any direction.
  Talking: expressing or exchanging ideas by means of spoken words.
  Repetitive Motions: making frequent movements with a part of the body.
  Driving: moving body parts for automobile operations.

- Physical Strength
  Lifting: raising or lowering an object 10-50 pounds.

- Vision Requirements
  Far Acuity: ability to see clearly at 20 feet or more.
  Near Acuity: ability to see clearly at 20 inches or less.
  Field of Vision: ability to see peripherally.

- Mental Demands
  Memorization
  Oral Comprehension
  Written Comprehension

- Environmental/Working Conditions
  May be exposed to extremes of hot and cold in all weather conditions.

A combination of appropriate education and experience may be substituted for the minimum educational requirement.

Interpretation (policies, procedures, or practices)

Majority of job-related duties are guided by SMHA procedures, personnel policies and procedures, HUD rules and regulations.

Internal/External Contacts

Frequent verbal contact with residents and other division related to the above listed functions.

Scope of Responsibility

Problem Solving – Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to improvise when resolving work related problems that are not already resolved by using standard techniques.

Decision Making – Makes decisions regarding specific tasks within the limitations of specific guidelines and policies. Request and account for maintenance tools, equipment, materials, and supplies.

Nature of Supervision – Work independently. Receives general supervision as needed.

Working Conditions

Exterior and Interior maintenance environment.
Pressure due to multiple calls and inquires.
Exposed to high precarious places.
Subject to many interruptions.
Subject to varying and unpredictable situations.
Fluctuating workflow.
Potential for confrontations with residents.
Stress related to active position.

"At Will" Employment for Employees: The Employment of probationary employees is terminable, at will and nothing expressed in the Personnel Policy or otherwise, either expressed or implied, shall create any promise or guarantee of continued employment.

The Springfield Metropolitan Housing Authority is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, SMHA will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

THIS POSITION DESCRIPTION WAS RECEIVED, READ AND UNDERSTOOD BY ME.

_____ _____

Signature Date

SPRINGFIELD METROPOLITAN HOUSING AUTHORITY
POSITION DESCRIPTION

Position Title: **Maintenance Laborer** As of Date: June 1, 2008

Department: Public Housing

General Statement of Duties:

Responsible for manual and unskilled labor work associated with maintaining a multi-family property. May drive a truck in conjunction with work. Some technical direction may be provided by a Maintenance Mechanic. Maintains the financial health of the property with the Asset and Assistant Asset Managers. Maximizes the property's income and minimizes expenditures consistent with preservation of the physical plant. Minimizes vacant units and vacancy loss. Requests approval to purchase goods and services only when needed, when policies have been followed, and when funding permits. Coordinates to ensure prompt leasing of ready units.

Reports to: Asset Manager or Assistant Asset Manager

Supervises: Staff position, no supervisory responsibilities

Pay Grade: N/A Hourly/Non-exempt

Essential Duties and Responsibilities

1. Assists SMHA in maintaining at least a "standard" performance score under HUD's Assessment system indicators. Maintains the physical condition of the units, buildings and systems. Completes work orders in a timely manner. Maintains resident satisfaction with maintenance and physical plant.

2. Carries out the work of the property in a manner that complies with all applicable Federal State and local laws, regulations, and PHA policies and procedures related to: Civil and Disability rights; fair labor standards and practices; procurement of good and services; rental integrity; OSHA standards; data privacy laws.

3. Completes work orders within prescribed timeframes and to prescribed standards. Prepared appropriate paperwork to order required materials or notifies supervisor of needed materials. Specific work may include and may be limited by availability of tools and training, but is not solely limited to: moves supplies, furniture and equipment; loads and unloads trucks; replaces light bulbs and wall plates; installs curtain rods and curtains/blinds; repairs/replaces windows and screens; changes filters; tests smoke detectors and replaces batteries; cleans units following the move-out of a family and cleans units in preparation for leasing; mows grass, edges and blows sidewalks and driveways, trims bushes and trees, chops trees and removes stumps, removes snow at assigned buildings, rakes and bags leaves, plants flowers, bushes and trees, picks up trash and provides other services related to grounds maintenance; calls appropriate vendor to clean sewers and street drains; cleans sludge beds; cleans and maintains tools and

equipment; makes other minor repairs not requiring technical skills; uses computer to update status of work orders; ensures that all information is recorded in the work order, including materials used.

4. Maintains property, including: upon request of the supervisor, may inspect vacant units; serve on voluntary rotation for emergency calls; in the course of regularly assigned duties walks the property to check for curb appeal, hazardous conditions and other needs; inspects common areas, hallways, community rooms, and interior hallways daily and ensures that work orders are issued to address deficiencies.

5. Notifies supervisor as soon as possible of resident intent to vacate or skip-outs. Ensures that the exterior of the property, the route to the unit and the unit itself is clean and attractive prior to showing to a prospective resident.

6. Maintains adequate systems for resident safety and security. Deals promptly with any hazardous situations to prevent accidents. Notifies the supervisor of any potential criminal activity and/or drug-related criminal activity observed.

7. Recommends improved operating policies and procedures.

Other Duties and Responsibilities

1. Completes vacant unit turnarounds with goal of less than 14 calendar days of assignment depending on availability of supplies, condition of unit and number of hours available to turn unit.

2. Demonstrates initiative in providing cost effective methods in completing work order and preventative maintenance.

3. Keeps management, staff and residents informed of maintenance issues that impact them.

4. Will perform other duties as assigned.

Minimum Education Requirements, Licenses, Skills, Abilities, Experience

- Must possess a high school diploma or its equivalent.
- Familiarity with practices, methods, and materials of some phase of maintenance and with the tools and equipment of one or more trades.
- Some skill in the use of the tools, machines, and materials required in common labor work and is willing and able to learn teamwork and methods with which they are not familiar.
- Ability to understand oral and written instructions.
- Must possess a valid Ohio driver’s license and show evidence of personal vehicle insurance.
- Must possess strong customer service skills.

- Physical Demands
  Standing: remaining on one's feet in an upright position.
  Walking: moving about on foot.
  Climbing: pulling or moving the body above ground level.
  Sitting: remaining in the normal seated position.
  Lifting: raising or lowering an object from one level to another.
  Balancing: maintaining body equilibrium to prevent falling over.
  Carrying: transporting an object, usually by hand, arm or shoulder.
  Eye/Hand/Foot Coordination: performing work through using two or more.
  Fingering: picking, pinching, or otherwise working with fingers.
  Handling: seizing, holding, grasping or otherwise working with fingers.
  Hearing: perceiving the nature of sounds by the ear.
  Reaching: extending the hand(s) and arm(s) in any direction.
  Talking: expressing or exchanging ideas by means of spoken words.
  Repetitive Motions: making frequent movements with a part of the body.
  Driving: moving body parts for automobile operations.

- Physical Strength
  Lifting: raising or lowering an object 10-50 pounds.

- Vision Requirements
  Far Acuity: ability to see clearly at 20 feet or more.
  Near Acuity: ability to see clearly at 20 inches or less.
  Field of Vision: ability to see peripherally.

- Mental Demands
  Memorization
  Oral Comprehension
  Written Comprehension

- Environmental/Working Conditions
  May be exposed to extremes of hot and cold in all weather conditions.

A combination of appropriate education and experience may be substituted for the minimum educational requirement.

Interpretation (policies, procedures, or practices)

Majority of job-related duties are guided by SMHA procedures, personnel policies and procedures, HUD rules and regulations or instructions from Director of Maintenance or Executive Director.

Internal/External Contacts

Frequent verbal contact with residents and other division related to the above listed functions.

Scope of Responsibility

Problem Solving – Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions.

Decision Making – Position makes independent decisions only within the constraints of specific tasks.

Nature of Supervision – Receives hands on supervision as needed.

Working Conditions

Exterior and Interior maintenance environment.
Pressure due to multiple calls and inquires.
Exposed to high precarious places.
Subject to many interruptions.
Subject to varying and unpredictable situations.
Fluctuating workflow.
Potential for confrontations with residents.
Stress related to active position.

"At Will" Employment for Employees: The Employment of probationary employees is terminable, at will, and nothing expressed in the Personnel Policy or otherwise, either expressed or implied, shall create any promise or guarantee of continued employment.

The Springfield Metropolitan Housing Authority is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, SMHA will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

THIS POSITION DESCRIPTION WAS RECEIVED, READ AND UNDERSTOOD BY ME.

_____ _____

Signature Date

SPRINGFIELD METROPOLITAN HOUSING AUTHORITY
POSITION DESCRIPTION

Position Title: **Maintenance Technician** As of Date: June 1, 2008

Department: Public Housing

General Statement of Duties:

Responsible for a wide variety of maintenance and repair activities involving masonry, plastering, carpentry, painting, plumbing, steam fitting, sheet metal, electrical, glazing, mechanical, landscaping and other maintenance and repair work associated with maintaining a multi-family property and associates buildings. May provide some technical direction to Maintenance Aides, Laborers or other Maintenance Technicians. Maintains the financial health of the property with the Asset and Assistant Asset Managers. Maximizes the property's income and minimizes expenditures consistent with preservation of the physical plant. Minimizes vacant units and vacancy loss. Requests approval to purchase goods and services only when needed, when policies have been followed, and when funding permits. Coordinates with supervisors to ensure prompt leasing or ready units.

Reports to: Asset Manager or Assistant Asset Manager

Supervises: Staff position, no supervisory responsibilities

Pay Grade: N/A Hourly/Non-exempt

Essential Duties and Responsibilities

1. Assists SMHA in maintaining at least a "standard" performance score under HUD's Assessment system indicators. Maintains the physical condition of the units, buildings and systems. Completes work orders in a timely manner. Maintains resident satisfaction with maintenance and physical plant.

2. Carries out the work of the property in a manner that complies with all applicable Federal State and local laws, regulations, and PHA policies and procedures related to: Civil and Disability rights; fair labor standards and practices; procurement of good and services; rental integrity; OSHA standards; data privacy laws.

3. Completes work orders within prescribed timeframes and to prescribed standards. Reviews assigned work orders to determine materials required to complete the work and prepares appropriate paperwork to order required materials. Specific work may include and may be limited by availability of tools and training, but is not solely limited to: erects simple forms, mixes cement and aggregates, pours same and does the finishing work involved in concrete structures; patches and repairs brick and concrete structures; repairs damaged plastered walls and ceilings; spackles and paints interior and exterior metal, wood and masonry surfaces; repairs plumbing stoppages and repairs leads in copper, soil and iron pipe, replaces washers and gaskets, and makes general service repairs; performs general work involved in repairing roofs, drain boards, and rainspouts; replaces light bulbs, fuses, wall plates, fixture cords and switches or other minor electrical work; tests

smoke detectors and replaces batteries; replaces broken glass and windows; prepares vacant units for re-occupancy; changes lubricants, refuels and perform light maintenance work on equipment and vehicles; mows grass, edges and blows sidewalks and driveways, trims bushes and trees, removes snow at assigned buildings, rakes leaves, plants flowers, bushes and trees, picks up trash and provides other services relating to grounds maintenance; cleans vacant units and appliances; cleans tools and equipment; uses computer to update status of work orders; ensures that all information is recorded on the work order, including materials used.

4. Maintains property, including: upon request of the supervisor, may inspect vacant units; serve on voluntary rotation for emergency calls; in the course of regularly assigned duties walks the property to check for curb appeal, hazardous conditions and other needs.

5. Notifies supervisor as soon as possible of resident intent to vacate or skip-outs. Ensures that the exterior of the property, the route to the unit and the unit itself is clean and attractive prior to showing to a prospective resident.

6. Maintains adequate systems for resident safety and security. Deals promptly with any hazardous situations to prevent accidents. Notifies the supervisor of any potential criminal activity and/or drug-related criminal activity observed.

7. Recommends improved operating policies and procedures.

Other Duties and Responsibilities

1. Will perform other duties as assigned.

Minimum Education Requirements, Licenses, Skills, Abilities, Experience

- Must possess a high school diploma or its equivalent.
- Must have the mechanical aptitude to perform all maintenance tasks with a minimal amount of instruction.
- Good working knowledge of tools and their proper use.
- Must be able to apply safety precautions in performance and possess the skills necessary to maintain SMHA properties effectively.
- Ability to understand oral and written instructions.
- Must possess a valid Ohio driver's license and show evidence of personal vehicle insurance.
- Must possess strong customer service skills.

- Physical Demands
  Standing: remaining on one's feet in an upright position.
  Walking: moving about on foot.
  Climbing: pulling or moving the body above ground level.
  Sitting: remaining in the normal seated position.
  Lifting: raising or lowering an object from one level to another.

Balancing: maintaining body equilibrium to prevent falling over.
Carrying: transporting an object, usually by hand, arm or shoulder.
Eye/Hand/Foot Coordination: performing work through using two or more.
Fingering: picking, pinching, or otherwise working with fingers.
Handling: seizing, holding, grasping or otherwise working with fingers.
Hearing: perceiving the nature of sounds by the ear.
Reaching: extending the hand(s) and arm(s) in any direction.
Talking: expressing or exchanging ideas by means of spoken words.
Repetitive Motions: making frequent movements with a part of the body.
Driving: moving body parts for automobile operations.

- Physical Strength
  Lifting: raising or lowering an object 10-50 pounds.

- Vision Requirements
  Far Acuity: ability to see clearly at 20 feet or more.
  Near Acuity: ability to see clearly at 20 inches or less.
  Field of Vision: ability to see peripherally.

- Mental Demands
  Memorization
  Oral Comprehension
  Written Comprehension

- Environmental/Working Conditions
  May be exposed to extremes of hot and cold in all weather conditions.

A combination of appropriate education and experience may be substituted for the minimum educational requirement.

Interpretation (policies, procedures, or practices)

Majority of job-related duties are guided by SMHA procedures, personnel policies and procedures, HUD rules and regulations.

Internal/External Contacts

Frequent verbal contact with residents and other division related to the above listed functions.

Scope of Responsibility

Problem Solving – Determines the necessary material required to complete work orders. Necessary skills to repair HVAC and electrical equipment.

Decision Making – Makes decisions regarding specific tasks or conditions within the limitations of specific guidelines and policies. Determines the proper working condition of the equipment and which equipment must be repaired and/or replaced.

Nature of Supervision – Works independently. Receives general supervision as needed.

Working Conditions

Pressure due to multiple calls and inquires.
Exposed to high precarious places.
Subject to many interruptions.
Subject to varying and unpredictable situations.
Fluctuating workflow.
Potential for confrontations with residents.
Stress related to active position.
Exterior and Interior maintenance environment.

The work environment will vary. Part of the time it will be that of a normal office setting. The other part will include walking inside and outside the housing buildings. Pressure can stem from the volume of work, time demands, and the urgency of resident needs. Dealing with a wide range of personalities can exacerbate a stressful environment.

"At Will" Employment for Employees: The Employment of probationary employees is terminable, at will, and nothing expressed in the Personnel Policy or otherwise, either expressed or implied, shall create any promise or guarantee of continued employment.

The Springfield Metropolitan Housing Authority is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, SMHA will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

THIS POSITION DESCRIPTION WAS RECEIVED, READ AND UNDERSTOOD BY ME.

_____ _____

Signature Date

SPRINGFIELD METROPOLITAN HOUSING AUTHORITY
POSITION DESCRIPTION

Position Title: **Maintenance Mechanic** As of Date: August 27, 2014

Department: Public Housing

General Statement of Duties:

Performs involved troubleshooting and complex maintenance work throughout the maintenance department and development equipment systems. Performs preventative maintenance inspections of development, building, and building equipment. Performs all levels of maintenance functions assigned by the Asset Manager. Performs skilled work and/or supervision of work in certified technical skill or skills. Performs a variety of maintenance tasks and is expected to work independently, using skills gained through experience and training.

Reports to: Asset Manager or Assistant Asset Manager

Supervises: Staff position, no supervisory responsibilities

Pay Grade: N/A Hourly/Non-exempt

Essential Duties and Responsibilities

1. Responds to service requests from residents in a timely manner; adheres to all safety rules and requirements; performs duties within time standards.

2. Performs repairs to building fixtures, removes broken glass and replaces it with new panes, repairs doors, windows, *etc.*; performs electrical, plumbing, carpentry, and other repairs as necessary; drywalls, paints, caulks and otherwise repairs walls; maintains grounds and parking areas; minor roof repairs; cleans and moves appliances in both occupied units and in preparation of vacant units. Performs all essential duties and responsibilities found in the Maintenance Laborer, Maintenance Aide, and Maintenance Technician position descriptions.

3. Keeps an inventory of repair supplies and materials and records use on work order.

4. Completes paperwork necessary for the accurate tracking of work orders, emergency work orders, *etc.*, in a timely manner.

5. Assists with inventory control at assigned sites.

6. Attends training and other instructional situations as required.

7. May prepare reports at the request of the Asset Manager.

8. Supervises and participates and/or maintains certification in one or more of the following trades: HVAC, locksmith, plumbing, electric, extermination, or other related licensing.

9. Manages and maintains the central key room and oversees lock changes and cutting of keys.

Other Duties and Responsibilities

1. Based on abilities and certifications, has the ability to repair and instruct other employees on the repairs of plumbing, HVAC, electrical, locksmith, extermination, and appliances.

2. Responsible for the security, cleanliness, inspection and maintenance of SMHA vehicles, materials, and equipment used.

3. Responsible for tools, locker, equipment, and phone as assigned or signed out.

4. Strongly encouraged to participate in rotation for Emergency Calls.

5. Will perform other duties as assigned.

Minimum Education Requirements, Licenses, Skills, Abilities, Experience

- Must possess a high school diploma or its equivalent with further training in repairs and knowledgeable in all construction related building trades, or combination of education and experience with provides the necessary competence.
- Must possess an employment history that substantiates competency in the repair of boiler operations and related heating system equipment, cooling equipment, motors, pumps, and compressors.
- Technical and trade skills in carpentry, plumbing, must have the knowledge of basic mechanical, electricity, and the basic electronics or a professional certification in at least one. Certification must be obtained within one year from the date of promotion.
- Knowledge of lubrication materials, cleaning materials and procedures.
- Must be able to perform independently and possess the skills necessary to interpret data on various levels.
- Must have a good working knowledge of safe working conditions and must be able to convey this to other employees.
- Must be in good physical condition.
- Ability to understand oral and written instructions.
- Must possess a valid Ohio driver's license and show evidence of personal vehicle insurance.
- Must possess strong customer service skills.

- Physical Demands
  Standing: remaining on one's feet in an upright position.
  Walking: moving about on foot.
  Climbing: pulling or moving the body above ground level.
  Sitting: remaining in the normal seated position.
  Lifting: raising or lowering an object from one level to another.
  Balancing: maintaining body equilibrium to prevent falling over.

Carrying: transporting an object, usually by hand, arm or shoulder.
Eye/Hand/Foot Coordination: performing work through using two or more.
Fingering: picking, pinching, or otherwise working with fingers.
Handling: seizing, holding, grasping or otherwise working with hand(s).
Hearing: perceiving the nature of sounds by the ear.
Reaching: extending the hand(s) and arm(s) in any direction.
Talking: expressing or exchanging ideas by means of spoken words.
Repetitive Motions: making frequent movements with a part of the body.
Driving: moving body parts for automobile operations.

- Physical Strength
  Lifting: raising or lowering an object 10-50 pounds.

- Vision Requirements
  Far Acuity: ability to see clearly at 20 feet or more.
  Near Acuity: ability to see clearly at 20 inches or less.
  Field of Vision: ability to see peripherally.

- Mental Demands
  Mathematical Reasoning
  Memorization
  Oral Comprehension
  Written Comprehension

- Environmental/Working Conditions
  Required to work outside and inside in adverse weather conditions, subject to hot and cold winds, dust from pressure of boiler operations and various equipment.

A combination of appropriate education and experience may be substituted for the minimum educational requirement.

Interpretation (policies, procedures, or practices)

Majority of job-related duties are guided by SMHA procedures, personnel policies and procedures, HUD rules and regulations.

Internal/External Contacts

Frequent verbal contact with residents and other division related to the above listed functions.

Scope of Responsibility

Problem Solving – Determines application and pertinence of code in technical skill area or areas and necessary materials required to complete work orders.

Decision Making – Determines the proper working condition of the equipment and which equipment must be repaired and/or replaced.

Nature of Supervision – Works independently. Receives general supervision as needed.

Working Conditions

Exterior and Interior maintenance environment.
Pressure due to multiple calls and inquires.
Exposed to high precarious places.
Subject to many interruptions.
Subject to varying and unpredictable situations.
Fluctuating workflow.
Potential for confrontations with residents.
Stress related to active position.

"At Will" Employment for Employees: The Employment of probationary employees is terminable, at will, and nothing expressed in the Personnel Policy or otherwise, either expressed or implied, shall create any promise or guarantee of continued employment.

The Springfield Metropolitan Housing Authority is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, SMHA will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

THIS POSITION DESCRIPTION WAS RECEIVED, READ AND UNDERSTOOD BY ME.

_____ _____

Signature Date

SPRINGFIELD METROPOLITAN HOUSING AUTHORITY
POSITION DESCRIPTION

Position Title: **Maintenance Crew Leader** As of Date: February 20, 2004

Department: Maintenance

General Statement of Duties:

Directs and manages work schedules and work assignments of assigned maintenance crews and provides assistance to the Maintenance supervisor. Performs a variety of technical, skilled, semi-skilled, and unskilled maintenance tasks. Performs troubleshooting and problem solving for complex maintenance and housing development systems and equipment. Performs skilled work and/or supervision of work in certified technical skills. Performs a variety of maintenance tasks and works independently, using skills gained through experience and training. Performs other duties as required.

Reports to: Facilities Manager

Supervises: Maintenance staff and temporary/seasonal workers.

Pay Grade: N/A Hourly/Non-exempt

Essential Duties and Responsibilities

1. Directs and monitors activities of assigned maintenance staff and temporary/seasonal workers; directs crews assigned for unit turns, unit trash-outs, lawn and grounds maintenance, snow removal, and other crews as needed; assists Maintenance supervisor s required or assigned.

2. Directs or participates in the applications of insecticides and maintains certification as Public Operator Pesticide Applicator and in one or more skilled trades (HVAC, locksmith, plumbing, or electric).

3. May act as Maintenance Supervisor in the absence of Acting Foreman or other maintenance supervisory personnel.

4. Provides technical support on special projects as assigned.

5. Obtains and secures materials needed for specific work assignments; directs and maintains the assignment, maintenance, and inventory of required equipment.

6. Demonstrates regular and predictable attendance; demonstrates a high degree of interpersonal skills with residents and workers.

Other Duties and Responsibilities

1. Reviews work engaged in installing, servicing, and repairing mechanical equipment; prepares, receives, and reviews inspection reports.

2. Possesses and completes necessary paperwork for work orders, inspections, safety and accident incidents, material requisitions, and work schedules.

3. Responsible for maintaining tools, vehicles, communication equipment, and other equipment used in performing maintenance functions.

4. Will perform other duties as assigned.

Minimum Education Requirements, Licenses, Skills, Abilities, Experience

- Must possess a high school diploma or its equivalent with further training in repairs and knowledgeable in all construction related building trades, or combination of education and experience with provides the necessary competence.
- Must possess previous experience supervising maintenance or construction crews, or equivalent.
- Must possess an employment history that substantiates competency in the repair of boiler operations and related heating system equipment, cooling equipment, motors, pumps, and compressors.
- Technical and trade skills in carpentry, plumbing, must have the knowledge of basic mechanical, electricity, and the basic electronics.
- Knowledge of lubrication materials, cleaning materials and procedures.
- Must be able to perform independently and possess the skills necessary to interpret data on various levels.
- Must have a good working knowledge of safe working conditions and must be able to convey this to other employees.

- Physical Demands
  Standing: remaining on one's feet in an upright position.
  Walking: moving about on foot.
  Sitting: remaining in the normal seated position.
  Lifting: raising or lowering an object from one level to another.
  Balancing: maintaining body equilibrium to prevent falling over.
  Carrying: transporting an object, usually by hand, arm or shoulder.
  Eye/Hand/Foot Coordination: performing work through using two or more.
  Fingering: picking, pinching, or otherwise working with fingers.
  Handling: seizing, holding, grasping or otherwise working with fingers.
  Hearing: perceiving the nature of sounds by the ear.
  Reaching: extending the hand(s) and arm(s) in any direction.
  Talking: expressing or exchanging ideas by means of spoken words.
  Repetitive Motions: making frequent movements with a part of the body.

- Physical Strength
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  Field of Vision: ability to see peripherally.

- Mental Demands
  Mathematical Reasoning
  Memorization
  Oral Comprehension
  Written Comprehension

- Working Conditions
  Pressure due to multiple calls and inquiries
  Subject to many interruptions
  Subject to varying and unpredictable situations
  Fluctuating workflow
  Potential for confrontations with residents
  Stress related to active position
  Exterior and Interior maintenance environment. Works around and with motorized equipment, power and hand tools, chemical compounds, electricity, pesticides and herbicides; works in confined spaces; works under adverse weather conditions heat, cold, snow, rain, wind, etc.); occasionally exposed to natural gas leak.

Interpretation (policies, procedures, or practices)

Majority of job-related duties are guided by SMHA procedures, personnel policies and procedures, HUD rules and regulations or instructions from Supervisor/Director. Ability to understand verbal and written instructions.

Internal/External Contacts

Frequent verbal contact with residents and other division related to the above listed functions.

Scope of Responsibility

Problem Solving – Determines current availability of materials and equipment and the need for additional equipment and materials, and ensures that materials are ordered and delivered to the work site.

Decision Making – Determines the proper working condition of the equipment and which equipment must be repaired and/or replaced.

Nature of Supervision – Works independently. Receives general supervision as needed.

Resource Responsibility – Employees supervised: Maintenance staff and temporary/seasonal workers as assigned. Equipment: As allocated or assigned.

"At Will" Employment for Employees: The Employment of probationary employees is terminable, at will, and nothing expressed in the Personnel Policy or otherwise, either expressed or implied, shall create any promise or guarantee of continued employment.

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Signature Date