



## II. BACKGROUND

This proceeding involves collective bargaining negotiations between AFSCME Local 288 and the Metropolitan Housing Authority of Youngstown, Ohio. This local has approximately 30 members. Local 288 has had a collective bargaining relationship with the Authority since November 13, 1990. The unit currently consists of housing managers, zone managers, housing inspectors, assistant housing managers, general accounting clerks, an inventory manager, an applications aide, a receptionist, a secretary, a MIS manager, a contract specialist, a work order clerk and all other clerical employees not exempted.

The contract expired on June 30, 2000. Prior to this hearing, the parties had negotiated and reached a tentative agreement. This tentative agreement, however, was not ratified by both parties. As a result, the parties requested a fact-finding hearing.

In advance of this hearing, both parties chose to file pre-hearing position statements which were duly received and considered by the Fact-Finder.

On May 11, 2001, the Fact-finder held a hearing in the law offices of Mr. Roberts. At the concurrence of the parties, the Fact-Finder entered into mediation with the parties to deal with the remaining open issues. During the course of the mediation process, the parties reached tentative agreement on all remaining issues. At the conclusion of the mediation, the parties jointly requested that the Fact-Finder adopt all of the agreements reached by the parties, both those tentatively agreed to in earlier negotiations as well as those agreed to in the mediation, and issue the same in the form of a Consent Award. This Fact-Finder agreed; for clarification, the earlier tentative agreement is attached and referenced in this Award.

## IV. FACT-FINDER'S REPORT AND RECOMMENDATIONS IN THE NATURE OF A CONSENT AWARD

During contract negotiations, the parties reached tentative agreement on the following Articles and the Fact-Finder recommends their adoption as per the attached TA: Article 2, Article 3, Article 4, Article 6, Article 7, Article 8, Article 9, Article 10, Article 11, Article 12, Article 13, Article 17, Article 18, Article 19, Article 20, Article 21, Article 22, Article 23, Article 24, Article 25, Article 26,

Article 27, Article 28, Article 29, Article 30, Article 31, Article 32, Article 33 and Article 34.

**Article I – Recognition.**

**Consent Finding and Recommendation:**

All changes as negotiated and agreed to by the parties in the tentative agreement, attached, with the additional provisos that the MIS Manager position to be removed from the unit as of 7-7-01 and further, that as to any position which either party believes to be inappropriately included in this unit, Section 1.2, either may contest the inclusion of the same through approved SERB procedures. Signature of this agreement will not constitute a waiver of that right to contest and the parties may choose to memorialize this understanding in a side Letter of agreement.

**Article V – Job Classification and Pay Scale.**

**Consent Finding and Recommendation:**

All changes as negotiated and agreed to by the parties in the tentative agreement, attached; further, agreed-to equity adjustments and general wage increases of 3% in the first year of the contract and 3% in the second year, with the additional proviso that negotiated general wage increases will be retroactive back to 7-1-00 and negotiated equity adjustments will be retroactive back to 1-1-01.

**Articles XIV, XV and XVI – Sick Leave, Personal Leave, Annual Leave**

**Consent Finding and Recommendation:**

Contrary to the changes agreed to in the earlier tentative agreement, attached, the Parties now agree to leave unchanged the current language in these three Articles. Accordingly, it is recommended that the changes agreed to in the TA be rescinded and the language of the current, expired agreement remain unchanged.

Issued: May 12, 2001

Respectfully submitted,



Jared D. Simmer, Esq.

Fact-Finder

Attach.

CERTIFICATE OF SERVICE

I hereby certify that the above Fact-Finder's Consent Report and Recommendations were served upon the following parties, to wit, the Youngstown, Ohio Metropolitan Housing Authority (via Attorney Roberts) and AFSCME Ohio Council 8, Local 288 (via Ms. Aslam) by United States Post Office overnight mail service, and upon the Ohio State Employment Relations Board (via the Administrator, SERB Bureau of Mediaion) by first class mail, this day of May 12, 2001.



Jared D. Simmer, Esq.  
Fact-Finder

*Tentative*

*Rejected  
3/1/01 notice*

**AGREEMENT**

**BY AND BETWEEN**

**THE YOUNGSTOWN METROPOLITAN HOUSING AUTHORITY**

**AND**

**AFSCME LOCAL 228**

**EFFECTIVE JULY 1, 2000 THROUGH JUNE 30, 2002**

**CLERICAL DIVISION**

*2-3-01*

*Handwritten notes and signatures, including phrases like 'AFSCME Local 228', 'The Youngstown Metropolitan Housing Authority', and 'Clerical Division'. A large diagonal line is drawn across the page.*

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### APPENDICES

- A SERB Certification
- B Consent for Alcohol and Drug Tests

get copy to Jelicich 2/14/01

**ARTICLE 1  
RECOGNITION**

**SECTION 1.1:** BARGAINING RIGHTS: AUTHORITY does hereby recognize UNION as the sole and exclusive bargaining agent of all AUTHORITY employees included in the unit defined by the State of Employment Relations Board (SERB) in its Amendment of Certification issued in Case Number: 96-REP- 07-0145, dated December 12, 1996.

**SECTION 1.2:** UNIT DEFINED: Other provisions of this AGREEMENT notwithstanding, the bargaining unit description shall be as contained in the SERB certification case no 96-REP-07-0145, which provides as follows:

The Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (Employee Organization) is the Board-certified exclusive representative of certain employees of the Youngstown Metropolitan Housing Authority (Employer). The Employee Organization and the Employer jointly filed Petition for Amendment of Certification seeking to amend the certification to reflect certain agreed-to changes in the existing unit. The Board approves the petition and amends the unit, which is now certified as follows:

Included: General Accounting Clerk, Section 8 Application Aide, Section 8 Receptionist, Receptionist, CIAP Field Inspector, Field Management Clerk, Conventional Housing Applications Assistant, Housing Inspector - Section 8 and/or Public Housing, General Office Clerk, Operations Compliance Manager, Inventory Manager, Field Housing Manager, Assistance Manager, Zone Manager, Grant Processor, Work Order Data Entry Clerk.

Excluded: All management level employees, confidential employees, supervisory employees, and casual and seasonable employees as defined in the Code and all employees represented by an employee (labor) organization.

**SECTION 1.3:** EXCLUSIONS: All new EMPLOYEES during their probationary period as defined in Article 6, Section 6.4 "Seniority", of this AGREEMENT, and all temporary and seasonal employees and any employees participating in a training program, are excluded from the unit, ~~are excluded from the unit.~~

**SECTION 1.4:** JOINT PETITION TO AMEND UNIT: Also excluded is the "MIS" (Management Information Services) Manager as a result of negotiations of a successor collective bargaining agreement in 2001, effective retroactively to July 1, 2000. The Authority and the Union shall jointly petition SERB to approve such amendment to the unit. If SERB does not approve such amendment, then the Authority may re-open negotiations of this Agreement.

Bill  
2/22/01

2/22/01

2/22/01

# AGREEMENT

*This collective bargaining agreement, herein after referred to as "AGREEMENT", is by and between the Youngstown Metropolitan Housing Authority of Youngstown, Ohio, hereinafter referred to as "AUTHORITY", and the American Federation of State, County and Municipal Employees (AFSCME), Local #288, Management Division, hereinafter referred to as "UNION".*

## ARTICLE 1 RECOGNITION

SECTION 1.1: BARGAINING RIGHTS: AUTHORITY does hereby recognize UNION as the sole and exclusive bargaining agent of all AUTHORITY employees included in the State Employment Relations Board (SERB) Directive Granting Motion and Correcting Certification, Case Number: 90-REP-06-0128, dated August 22, 1991:

SECTION 1.2: UNIT DEFINED: Other provisions of this AGREEMENT notwithstanding, the bargaining unit description shall be as contained in the SERB certification case no 90-REP-6-0128, marked as Appendix A. attached to and made a part of this Agreement.

SECTION 1.3: EXCLUSIONS: All new EMPLOYEES during their probationary period as defined in Article 6, Section 6.4 "Seniority", of this AGREEMENT, and all temporary and seasonal employees and any employees participating in a training program.

## ARTICLE 2 INTENT AND PURPOSE

SECTION 2.1: It is the intent of the **AGREEMENT** to maintain harmonious relations and promote close cooperation between AUTHORITY and UNION for their mutual benefit and set forth herein the basic agreement covering rates of pay, hours of work, *and* other conditions of employment to be observed by the parties *hereto*.

SECTION 2.2: It is understood by all parties that all articles and terms of the **AGREEMENT** are subject to and conditioned upon approval by the Department of Housing and Urban Development (HUD). In the event this **AGREEMENT** is not approved *by HUD, the AUTHORITY shall immediately notify UNION*. UNION shall then have the right to *return to* negotiations and shall utilize the statutory dispute settlement procedure contained in the Ohio Revised Code Section 4117. It is understood that *UNION* shall have the right to strike if no agreement can be reached.

## ARTICLE 3 MANAGEMENT RESPONSIBILITY

SECTION 3.1: Except as specifically limited by explicit provision of this **AGREEMENT**, AUTHORITY retains the exclusive right to manage the operations, control the premises, direct the workforce, and maintain efficiency of operations. Specifically, AUTHORITY'S exclusive management rights include, but are not limited to, the sole right to hire, rehire, layoff, recall, promote, suspend, demote, discipline and discharge EMPLOYEES for just cause; to promulgate

and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer EMPLOYEES (including assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment *and* methods; to determine work methods; to determine the size and duties of the work force, the number of shifts required and work schedules; to establish, modify, consolidate or abolish jobs (or classifications) and to determine staffing patterns, including but not limited to, assignment of EMPLOYEES, number employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein. It is the intent of the parties that any rights, privileges or obligations which are not specifically granted to UNION and EMPLOYEES by this **AGREEMENT** or by law are retained by AUTHORITY.

**SECTION 3.2:** No unauthorized personnel will have the right to interfere with any EMPLOYEES during working hours. Only AUTHORITY authorized personnel will give normal workday directions to **EMPLOYEES**. UNION representatives can make necessary contact with the Local UNION President during working hours after approval by the Executive Director, *which shall not be unreasonably denied*. No UNION activity will be permitted during the normal schedule of working hours as except as provided in **Article 29, "Grievance Procedure and Complaints"**.

**SECTION 3.3:** EMPLOYEES' immediate supervisor shall be designated and there shall be no dual supervision.

#### **ARTICLE 4** **DUES CHECKOFF**

**SECTION 4.1:** Upon receipt of signed authorization of EMPLOYEES, AUTHORITY shall deduct from the salary or wage of EMPLOYEES such amount agreed to and designated by EMPLOYEES as regular UNION dues and transmit such amounts to the Treasurer of Local 288 on a bi-weekly basis.

**SECTION 4.2:** Authorization forms used for payroll deductions shall be in accordance with Ohio law. These individually signed authorization forms shall be maintained in the Central Office of AUTHORITY. Authorization of deduction of regular UNION dues shall become effective with the next regular pay of EMPLOYEES, but in no event more than ten (10) *working* days from the date of authorization by said EMPLOYEES.

**SECTION 4.3:** Other provisions of the **AGREEMENT** notwithstanding, all EMPLOYEES in the bargaining unit who, one hundred twenty (120) *calendar* days from the date of hire, are not in good standing of UNION shall pay a fair share fee to UNION as a condition of employment. The fair share amount shall be certified to AUTHORITY by the Treasurer of UNION. The fair share fee from any earnings of EMPLOYEES shall be automatic and does not require a written authorization for payroll deduction. ***UNION shall comply with all federal and state laws and regulations regarding determination and processing of fair share amounts. UNION shall provide AUTHORITY a copy of the procedure.*** Payment to UNION of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

**SECTION 4.4:** UNION shall indemnify, defend and hold AUTHORITY harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by AUTHORITY for the purpose of complying with any of the provisions of this **ARTICLE**, or in reliance on any information furnished under any provisions hereof.

**ARTICLE 5**  
**JOB CLASSIFICATION AND PAY SCALE**

HUD 5/1/00

**SECTION 5.1:** *EMPLOYEES covered by this AGREEMENT who are employed in the below listed classifications shall be paid as set forth herein, subject to HUD approval.*

**SECTION 5.2:** *The following chart reflects a three percent (3%) wage increase for the purpose of determining the classifications and pay scale effective July 1 through December 31, 2000.*

<u>Classification</u>	<u>Rate</u>
Inventory Manager	18.43
Contract Specialist	16.81
Zone Manager	16.77
MIS Manager	15.42
Field Housing Manager	14.79
Assistant Zone Manager	13.52
Housing Inspector	14.33
Inspector/Spec Writer	<del>12.88</del>
General Accounting Clerk	13.57
Section 8 Application Aide	11.81
Field Housing Management Clerk	11.21
Secretary	10.27
Receptionist	10.44
Section 8 Receptionist	10.19
Conventional Hsg Appl. Assistant	9.79
Work Order Clerk	9.85
General Office Clerk	8.91

Handwritten notes on the left side of the table, including arrows pointing to the 'Inspector/Spec Writer' row.

Handwritten note: 3% increase

**SECTION 5.3:** *For clarification purposes on specific classifications:*

Handwritten notes on the left side of the list, including arrows pointing to items A, B, and C.

A) **MIS MANAGER:** *The classification of MIS Manager shall be removed from the bargaining unit, effective January 1, 2001. The position of MIS Manager shall be an exempt, non-bargaining unit, salaried position. The position shall receive a salary increase of Five Thousand Dollars (\$5000), effective January 1, 2001.*

B) **INVENTORY MANAGER:** *The classification of Inventory Manager shall not be filled once the current Inventory Manager vacates the position. and will be filled by the next available person.*

C) **REVISED CLASSIFICATIONS:** *Certain classifications have been combined as follows:*

<u>Former Classifications</u>	<u>Revised Classification</u>
Assist. Zone Mgr. + Field Hsg.Mgr	Assistant Zone Manager
Conv. Hsg Appl.Aide + Section 8 Appl. Aide	Hsg. Appl. Technician
Receptionist + Section 8 Receptionist	Receptionist

*EMPLOYEES currently holding permanent positions in the above classifications shall continue to hold their positions under the new/combined classifications.*

**SECTION 5.4:** *The following chart incorporates the clarification of Section 5.3 and reflects reclassification and equity adjustments effective January 1 through June 30, 2001. It also reflects a three percent (3%) rate increase effective July 1, 2001.*

<u>Classification</u>	<u>Rate Effective Jan. 1, 01</u>	<u>Rate Effective July 1, 01</u>
Inventory Manager	18.43	18.98
Contract Specialist	16.81	17.31
Zone Manager	16.77	17.27
Assistant Zone Manager	14.79	15.23
Fixed Asset Manager	14.33	14.76
Housing Inspector	14.33	14.76
Inspector/Spec Writer	14.33	14.76
General Accounting Clerk	13.57	13.98
Housing Application Technician	11.81	12.16
Field Housing Management Clerk	11.21	11.55
Secretary	10.75	11.07
Receptionist	10.44	10.75
Work Order Clerk	10.44	10.75
General Office Clerk	10.44	10.75

*Handwritten notes: "12.88" with an arrow pointing to the Inspector/Spec Writer row. "rate 7.3%" written near the Assistant Zone Manager row.*

**SECTION 5.5:** The current practice on payment of P.E.R.S. shall be continued.

**SECTION 5.4:** AUTHORITY shall reimburse EMPLOYEES for mileage driven within the scope of employment at the rate of *\$0.30 per mile*.

**ARTICLE 6**  
**SENIORITY**

**SECTION 6.1: DEFINITION:** Seniority is defined as total full-time continuous service with AUTHORITY as of the last hiring date. Probationary, defined in Section 6.4 below, Temporary and Seasonal employees shall not have seniority. In the event two or more EMPLOYEES have been hired on the same day, seniority shall be determined by the application date. Seniority shall not be broken except as indicated in Section 6.2 below.

**SECTION 6.2:** Seniority shall be broken or terminated when EMPLOYEES:

- A) Quit or resign;
- B) Are discharged for just cause and are not reinstated upon appeal;
- C) Are laid off or otherwise unable to work for a period of more than thirty (30) consecutive months when EMPLOYEES has less than five (5) years of continuous service with AUTHORITY. If EMPLOYEES has more than five (5) years of continuous service, they must be laid off or otherwise unable to work for more than forty-two (42) consecutive months to terminate seniority;
- D) Are absent without leave for three (3) or more workdays and fail to give timely notice of proper and acceptable excuse;
- E) Fail to report to work when recalled from layoff within ten (10) working days from the date on which AUTHORITY sends EMPLOYEES a recall notice by certified mail to EMPLOYEES last known address as shown on AUTHORITY records.

SECTION 6.3: Seniority shall not be broken if EMPLOYEES has an approved leave of absence.

SECTION 6.4: EMPLOYEES shall be considered as probationary EMPLOYEES for the first one hundred twenty (120) *calendar* days of continuous employment, after which their seniority shall date back to their date of hire or rehire. Probationary EMPLOYEES shall not have seniority and may be laid off, discharged or otherwise terminated at the sole discretion of AUTHORITY and such action shall not be subject to the grievance or arbitration provisions of the *AGREEMENT*. Upon satisfactory completion of their probationary period, such full time *EMPLOYEES* shall be considered a regular full time *EMPLOYEES*.

SECTION 6.5: SENIORITY LISTS:

- A) AUTHORITY will provide UNION with a seniority list of all EMPLOYEES within thirty (30) calendar days after effective date of this AGREEMENT. Said list shall contain the name, job classification and entry date of all EMPLOYEES. Thereafter, AUTHORITY will provide UNION with an accurate updated seniority list as of July 1 and January 1 of each succeeding year. UNION shall thereupon certify said list within thirty (30) days of receipt of same.
- B) AUTHORITY will provide UNION with an alphabetical list of EMPLOYEES within thirty (30) calendar days after the effective date of this AGREEMENT an annual thereafter. Said list shall contain the name and address of EMPLOYEES. UNION shall thereupon certify said list within thirty (30) calendar days of receipt of same.
- C) AUTHORITY will timely provide UNION with a list of all new EMPLOYEES hired and who quit, retire, terminate, are granted leaves of absence, and transfer out of the bargaining unit. The list shall contain the name, job classification, department and date of effective action.

**ARTICLE 7**  
**LAYOFF AND RECALL**

SECTION 7.1: LAYOFFS: The following procedure shall be applied in the case of reduction in personnel. When it becomes necessary, EMPLOYEES shall be laid off in the following order:

- A) Part time, seasonal, and *temporary EMPLOYEES, and students on AUTHORITY payroll;*
- B) EMPLOYEES who have not completed their probationary period;
- C) EMPLOYEES who have completed their probationary period.

*Handwritten initials and date: JH 2/26/01*

SECTION 7.2: When a layoff is necessary, <sup>because of need of funds</sup> EMPLOYEES shall be laid off in accordance with the above order on the basis of **AUTHORITY** seniority within their classification. EMPLOYEES who are laid off shall be able to bump other EMPLOYEES with less company seniority in an equal or lower-rated classification. EMPLOYEES who are bumped out of their classification shall have the same right to exercise their seniority in the above-prescribed procedure. For the purpose of this AGREEMENT, a job abolishment is construed to be a lay off. In the event EMPLOYEES have the same seniority date, the tie breaker shall be the time of each EMPLOYEES application date. UNION shall receive a copy of all layoff notices. *All notices shall be in writing and issued fourteen (14) days prior to the effective lay-off date.*

SECTION 7.3: RECALL FROM LAYOFF:

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- A) When it is necessary to increase the work force in a job classification following a layoff, EMPLOYEES shall be recalled to their job classification from any equal or lower-rated job classification into which they have bumped during the course of the layoff, or from a layoff, in accordance with seniority with the most senior EMPLOYEES in the classification being recalled first.
- B) EMPLOYEES on layoff will be given ten (10) working days notice of recall from the date on which AUTHORITY sends the recall notice to the EMPLOYEES by certified mail to the last known address as shown on AUTHORITY records.
- C) No new EMPLOYEES shall be hired into a job classification until all EMPLOYEES on layoff status from that job classification or EMPLOYEES in other job classifications who were laid off from that classification have been recalled or were offered recall.

SECTION 7.4: No EMPLOYEES shall be laid off due to outside contracting.

SECTION 7.5: In the event of a reduction in the work force, the local UNION President shall be deemed to have seniority superior to any other EMPLOYEES for the purposes of the Layoff, Bumping and Recall procedures set forth *in this ARTICLE.*

*Handwritten signature and date: [Signature] 2/26/01*

**ARTICLE 8**  
**JOB BIDDING**

SECTION 8.1: When a vacancy occurs *and* AUTHORITY elects to fill said vacancy, or a new job is created within the bargaining unit, AUTHORITY shall post notice of the opening(s) at each site for seven (7) consecutive calendar days. The notice shall contain the job classification title, rate of pay, shift, brief job description, and the date of posting. A job description with the job qualifications shall be attached to the notice. EMPLOYEES who wish to be considered for the posted job must file written application with the **Director of Human Resources** by the end of such posting period. Vacancies in all regular full time positions shall be posted as such. All applications timely filed shall be reviewed by AUTHORITY and AUTHORITY shall interview

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all current EMPLOYEES who meet the minimum requirements for the job. The job will be awarded within *thirty (30)* working days. Rejection letters will be sent to those EMPLOYEES not selected.

SECTION 8.2: The job will be awarded as follows:

*A) Qualified EMPLOYEES on the basis of:*

- (1) education and training: 30%*
- (2) job-related experience: 30%*
- (3) seniority 20%, and,*
- (4) attendance 20%*

*Absences taken under approved Family and Medical Leave shall not be considered. All criteria will be weighed as indicated. AUTHORITY will, to the greatest extent feasible, promote qualified EMPLOYEES. For bidding purposes, three (3) years of job-related experience with AUTHORITY equates to one year of college education.*

- B) Seniority will be given preference when all other aspects of qualified EMPLOYEES are considered equal.*
- C) No EMPLOYEES shall be eligible for promotion who has not satisfactorily completed the required probationary period.*

SECTION 8.3: *Upon receipt of rejection of a job bid, EMPLOYEES may request in writing a meeting with the Director of Human Resources for discussion relating to the denial of EMPLOYEES' job bid. The intent of the meeting is open discussion to gain a better understanding of the reasons behind the denial of the promotion/job bid. EMPLOYEES are prohibited from using the discussion as the basis or as supporting argument for a grievance. Nothing in this Article shall be construed as a guarantee of a successful job bid upon correction or improvement of the conditions that originally caused the rejection of a job bid.*

SECTION 8.4: EMPLOYEES who are awarded a job under the bidding procedure will be given a reasonable period of time, not to exceed ninety (90) calendar days, to prove they are qualified to hold the job on a permanent basis. If **EMPLOYEES** cannot prove their qualifications, they will be returned to their former job. EMPLOYEES awarded the job under these provisions will be given reasonable help and supervision. They will be considered to have qualified when they satisfactorily perform the required duties with no more supervision than is required by other qualified EMPLOYEES on the same or similar jobs, and when their record as to the quality and quantity of work meets the standards applicable to the job. EMPLOYEES who are awarded a job under these provisions shall receive the regular rate of the new qualification.

## ARTICLE 9 TEMPORARY ASSIGNMENT

SECTION 9.1: In the event that AUTHORITY assigns EMPLOYEES to a higher classification during a temporary vacancy, EMPLOYEES shall perform the assigned duties and receive the higher rate of pay of the temporary vacancy on the first scheduled day worked at the higher rated classification. If, at the direction of AUTHORITY, the first scheduled day is split

between EMPLOYEES in no less than four (4) hour increments, AUTHORITY shall pay EMPLOYEES at the higher rate of pay. UNION shall notify DIRECTOR of such vacancy and DIRECTOR shall initiate such assignment at his/her sole discretion.

SECTION 9.2: When EMPLOYEES accept pay for a higher classification, it is with the understanding that EMPLOYEES understand and can perform all duties in the higher classification.

SECTION 9.3: Seniority will be given preference in filling the temporary position when all other aspects of qualified EMPLOYEES are considered equal.

SECTION 9.4: EMPLOYEES shall not be temporarily assigned to that specific classification until EMPLOYEES are able to reasonably perform the duties required of the higher classification. If it is established that EMPLOYEES cannot perform all the duties or perform them in a reasonable length of time, EMPLOYEES will be returned to their former classification.

## ARTICLE 10 HOURS OF WORK

SECTION 10.1: Actual working time shall be forty (40) hours per week. AUTHORITY shall allow EMPLOYEES a five (5) minute grace period upon shift start for docking purposes only. EMPLOYEES who fail to punch in prior to shift start shall be considered tardy and subject to disciplinary action.

SECTION 10.2: The *normal* work day shall consist of eight and one-half consecutive hours inclusive of the lunch period and breaks. The lunch period shall be forty five (45) minutes in duration and shall be scheduled during the middle of the work day so far as reasonably possible. The lunch period shall consist of fifteen (15) minutes of paid time and thirty (30) minutes of unpaid time. In addition, EMPLOYEES shall be entitled to two (2) ten (10) minute rest periods with pay which shall be scheduled whenever practicable approximately midpoint in the first half of EMPLOYEES regular work shift and in the second one-half of the shift.

SECTION 10.3: The normal work week shall start at 8:00 a.m. Monday and end at 4:30 p.m. the next following Friday.

SECTION 10.4: Any changes in regular starting time and quitting time will be discussed with UNION in advance. Emergency changes of a temporary nature shall be made by AUTHORITY.

## ARTICLE 11 OVERTIME

SECTION 11.1: Overtime work shall only be performed and shall only be paid when such overtime is scheduled and authorized by DIRECTOR or designee. EMPLOYEES shall be notified of the scheduling of overtime work as soon as it is practical and possible. All authorized hours outside the regularly and normally scheduled workday or workweek shall be paid at the rate of time and one-half. EMPLOYEES so notified shall report to work as assigned unless satisfactory cause is shown and they are excused by DIRECTOR or designee.

SECTION 11.2: Work performed during the regular eight (8) hour workday will be paid at the regular straight time rate. All hours worked in excess of the established forty hours per week will be paid at the rate of time and one-half (1.5X) the regular straight time rate as the exclusive rate of compensation.

SECTION 11.3: EMPLOYEES called back to work by the DIRECTOR or designee, outside their Formal or scheduled workday shall be guaranteed a minimum of two (2) hours pay at the rate of time and one-half (1.5x) their regular straight time hourly rate. Once EMPLOYEES have disrupted their off-duty activities when called back to work, those EMPLOYEES remain at work and on duty until they resume their off-duty activities.

SECTION 11.4: AUTHORITY will be the sole judge of the necessity for overtime. AUTHORITY will endeavor to make an equitable distribution of overtime among EMPLOYEES in the same classification.

## ARTICLE 12 DESIGNATED HOLIDAYS

SECTION 12.1: The following days shall be recognized as official holidays for which all regular EMPLOYEES will be paid:

- |                                |                            |
|--------------------------------|----------------------------|
| 1. New Years Day               | 7. Labor Day               |
| 2. Martin Luther King, Jr. Day | 8. Columbus Day            |
| 3. Presidents Day              | 9. Veterans Day            |
| 4. Good Friday                 | 10. Thanksgiving Day       |
| 5. Memorial Day                | 11. Day after Thanksgiving |
| 6. Independence Day            | 12. Christmas Day          |

SECTION 12.2: One-half (1/2) day off without loss of pay shall be granted EMPLOYEES for general and primary election, or in accordance with local practice (City/County).

SECTION 12.3: EMPLOYEES shall be paid their regular wage for the holidays as specified.

SECTION 12.4: EMPLOYEES who work on a designated holiday shall be paid regular pay plus time and one-half their regular pay for hours actually worked but no less than two (2) hours for each time called out.

SECTION 12.5: Should a designated holiday fall on Saturday, the preceding Friday shall be observed as a holiday. Should a designated holiday fall on Sunday, the following Monday shall be observed as a holiday.

SECTION 12.6: In order for EMPLOYEES to receive their regular pay for the holiday, they must work their regular scheduled day before and their regular scheduled day after a holiday. EMPLOYEES on vacation, sick leave, or on a leave of absence with pay shall be considered as working their regular schedule for pay purposes. EMPLOYEES' approved leave must cover the entire scheduled work day before and after a designated holiday.

**ARTICLE 13**  
**LONGEVITY**

**SECTION 13.1:** Full time EMPLOYEES shall be entitled to longevity compensation payable at the rate of ***Thirty Dollars (\$30.00)*** for each year of service completed, commencing upon completion of one (1) year of services with a maximum of ***Nine Hundred Dollars (\$900.00)***.

**SECTION 13.2:** Longevity will be paid on active service only. EMPLOYEES must have worked the complete year to receive credit for that year. Any loss of time whereby EMPLOYEES are off the payroll (zero time) nullifies the payment unless time whereby EMPLOYEES are on approved maternity, disability or military leaves of absence. Under the previously stated condition only, AUTHORITY shall prorate the longevity payment.

**SECTION 13.3:** A separation from employment of more than one year negates the accrued service record of EMPLOYEES. Upon their return to employment with the AUTHORITY, EMPLOYEES are classified as new EMPLOYEES for longevity computation purposes.

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**SECTION 13.4:** If EMPLOYEES go on Disability Pension, Retirement Pension, or are deceased, their longevity pension will be pro-rated as of July 1<sup>st</sup> of the year any of these events occur. This does not apply in the case of any other class of termination.

**SECTION 13.5:** PAYMENT: For computation purposes, July 1<sup>st</sup> of each year shall be the cut off date for determining years of service. Actual payment for the year or years computed up to July 1<sup>st</sup> will then be made to eligible EMPLOYEES, by check, about the 15<sup>th</sup> day of December in an amount computed up to July 1<sup>st</sup> heretofore mentioned. Longevity compensation shall be paid in addition to the annual salary of EMPLOYEES.

**SECTION 13.6:** No longevity compensation shall be payable to EMPLOYEES with less than one (1) year of service as of the computation date.

**ARTICLE 14**  
**SICK LEAVE**

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**SECTION 14.1:** All EMPLOYEES shall accrue sick leave credits at the rate of ***one (1) workday*** per completed month of service in which they have been in pay status. Any sick leave accrued but not used in any year shall be cumulative in the succeeding year. EMPLOYEES shall be allowed to cash in up to fifteen (15) days of unused sick leave on June 30 at eighty-five percent (85%) of its current value. EMPLOYEES must make a written request to the DIRECTOR'S office by June 1 of the same year.

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**SECTION 14.2:** Sick leave credits will not accrue during periods of suspension or other types of leave without pay.

**SECTION 14.3:** Should EMPLOYEES be called into military service and, within a two (2) week period subsequent to discharge and release from such service return to work, they shall have any balance of their accrued sick leave credits restored to their account. They shall not accrue sick leave credits while serving with the military.

SECTION 14.4: All accrued sick leave credits or the use of sick leave credits shall be recorded by AUTHORITY and shall be considered the official record. The records may be made available to EMPLOYEES for questions and inspection provided arrangements are made and approved in advance by DIRECTOR.

SECTION 14.5: *Sick leave credits shall be accrued, but not granted, to EMPLOYEES while they are on their initial probationary period.*

SECTION 14.6: Sick leave shall be charged only for such days EMPLOYEES would otherwise have been at this employment.

SECTION 14.7: GRANTING SICK LEAVE: EMPLOYEES may be granted sick leave with full regular pay, upon approval by DIRECTOR or DIRECTOR'S designee, when absent for the following reasons:

A) SICKNESS IN THE IMMEDIATE HOUSEHOLD:

- 1) *Serious illness of EMPLOYEES or of EMPLOYEES' spouse, parent or child.*
- 2) *If EMPLOYEES' illness, or serious illness of EMPLOYEES' spouse, parent or child causes them to be absent after three (3) or more consecutive workdays, DIRECTOR may require a written statement from a certified health care provider.*
- 3) *Upon return to work, EMPLOYEES using any sick leave must submit a signed statement on forms supplied by AUTHORITY as to the nature of their illness and that it was necessary to be absent to care for their spouse, parent or child. Said statement shall become a part of EMPLOYEES record.*
- 4) Quarantine Because Of Contagious Disease: Supervisors shall require a certificate of a *certified health care provider* before authorizing payment to EMPLOYEES under quarantine. For the purpose of this Section, the immediate family includes: mother, father, spouse, child, or sibling residing within the same dwelling.
- 5) Sickness On The Job: Sickness on the job must be reported to DIRECTOR'S secretary when EMPLOYEES remain absent part of one day or leaves early from work.

SECTION 14.8: REPORTING SICKNESS BY THE EMPLOYEES: If EMPLOYEES are unable to report for work because of illness and has not made satisfactory arrangements previously, EMPLOYEES or a member of their family must notify DIRECTOR'S secretary by telephone within one half (1/2) hour of their starting time. If they stay away from work and do not notify the DIRECTOR'S secretary within the specified *time*, such absence may be considered an unexcused absence and EMPLOYEES may forfeit pay for all the time during which they were absent. EMPLOYEES shall keep their supervisor informed of the probable duration of illness and the probable date of return to duty.

**SECTION 14.9: MISUSE OF SICK LEAVE:** AUTHORITY is responsible to ensure EMPLOYEES use sick leave only for its intended purpose. If it has been established that EMPLOYEES are misusing or abusing sick leave by way of pattern or frequency, AUTHORITY will approve no sick leave without a Doctor's excuse. If AUTHORITY determines EMPLOYEES are misusing or abusing sick leave by way of pattern or frequency, AUTHORITY will issue disciplinary action up to and including discharge in accordance with Article 28, "Disciplinary Action and Reprimands" of this AGREEMENT. In explanation, but not limitation, pattern sick leave abuse is defined as repeated absences prior to or following a weekend or holiday; one hour at the start of shift, or one hour prior to end of shift. If its is found by pattern or frequency that this is being done to avoid the tardiness policy, EMPLOYEES shall be subjected to docking of sick leave accrual by one (1) hour usage for each instance in addition to the above disciplinary action.

**SECTION 14.10: USE OF SICK LEAVE IN LIEU OF WORKERS COMPENSATION:** EMPLOYEES who are injured on the job shall notify AUTHORITY, in writing, of any intention to file a claim for Workers Compensation or to leave their time open until a decision can be made. EMPLOYEES may choose to use accumulated sick leave when injured on the job in lieu of Workers Compensation if they submit such a request in writing via their immediate supervisor to DIRECTOR. Regular EMPLOYEES shall be included in AUTHORITY'S Medical and Hospitalization Plan while on an injury leave and on AUTHORITY payroll. Otherwise, EMPLOYEES can elect *continuing coverage as mandated by the Consolidated Omnibus Reconciliation Act (COBRA) and the Ohio Revised Code.*

**SECTION 14.11: SICK LEAVE CONVERSION UPON TERMINATION OR RETIREMENT**

- A) **Termination:** EMPLOYEES may elect at the time of termination from active service with AUTHORITY and with seven (7) or more years of service with AUTHORITY, to be paid cash for ~~fifty~~<sup>100</sup> percent (100%) of the value of their accrued sick leave. Such payment shall be based on EMPLOYEES base rate of pay at the time of termination. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by EMPLOYEES at that time. Such payment shall be made to EMPLOYEES only once. The maximum payment under this Section shall be ~~fifty~~<sup>100</sup> percent (100%) of one hundred twenty (120) days. In the event of EMPLOYEES death, payment shall be made to EMPLOYEES beneficiary.
- B) **Retirement:** EMPLOYEES, upon retirement, *shall be entitled to convert one hundred percent (100%) of their accumulated sick leave for a cash settlement.* Such payment shall be based upon EMPLOYEES' base rate of pay at the time of retirement.

**ARTICLE 15**  
**PERSONAL LEAVE**

**SECTION 15.1:** AUTHORITY shall grant EMPLOYEES four (4) days off per year for personal leave. Personal leave shall be separate and apart from any other leave. EMPLOYEES may apply for and use personal leave in increments of no less than one (1)

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*hour for the four (4) days. EMPLOYEES shall not carry over unused personal leave to the succeeding year. AUTHORITY will purchase all unused personal leave at contract year end if EMPLOYEES submit a written request to DIRECTOR'S office no later than June 1<sup>st</sup> of each contract year.*

SECTION 15.2: Permission shall only be granted to those EMPLOYEES who request in writing the time off three (3) days in advance and receive approval by DIRECTOR or a designee. A telephone call to DIRECTOR'S secretary shall be sufficient for emergencies.

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ARTICLE 16  
ANNUAL LEAVE

SECTION 16.1: Full time EMPLOYEES, after completion of one (1) year of service with AUTHORITY, shall have earned and will be due upon the attainment of the anniversary of the first full year of employment, and annually thereafter, annual leave with full pay at the rate of pay being earned by EMPLOYEES at the time of taking said vacation. Prior employment with AUTHORITY may be used to compute the first full year of employment, and the anniversary date of such EMPLOYEES shall be the anniversary date of the attainment of the first full year of employment with AUTHORITY.

SECTION 16.2: Full time EMPLOYEES are EMPLOYEES regularly scheduled on a forty (40) hour week, or in excess thereof, inclusive of lunch period and exclusive of EMPLOYEES serving on a temporary, special or seasonal basis, for less than six (6) months,

SECTION 16.3: Earning period shall be that period of time after the initial date of employment and the attainment of the first full year of employment with AUTHORITY and each successive full year's employment based on the anniversary of the attainment of the first full year of employment.

SECTION 16.4: Annual leave period shall be that period of time after the initial attainment of the first full year of employment with AUTHORITY and succeeding anniversary dates of employment during which EMPLOYEES are entitled to take annual leave earned during the immediately preceding earning period. *The anniversary date of employment for the purpose of computing the amount of EMPLOYEES annual leave shall be the anniversary of the attainment of the first full year of service with AUTHORITY.*

SECTION 16.5: Annual leave earned and accrued during an earning period is required to be taken during the next succeeding annual leave period. *However, EMPLOYEES may roll a maximum of eighty hours (80) hours of annual leave into the next succeeding annual leave period. The ability to roll over is not cumulative.*

SECTION 16.6: Annual Leave shall be granted and taken in periods of one (1) week. Consecutive weeks may be taken for the maximum of accrued leave time each year insofar as it is practical. *EMPLOYEES may elect to take up to one (1) week annual leave on an intermittent basis. Intermittent annual leave shall be taken in no less than eight (8) hour increments. This leave may be requested during the yearly annual leave scheduling, or may be taken with a minimum of two (2) weeks' notice. This leave is not to be confused with Personal Leave, which can be used on an emergency basis as described in Article 15.*

SECTION 16.7: AUTHORITY will consider EMPLOYEES first choice in scheduling *annual leave*. If EMPLOYEES request the same time off, seniority will be given prime consideration. *Annual leave* forms will be made available February 1, to be returned to DIRECTOR'S office by March 1. Schedules will be posted on all sites by April 1. Requests not submitted according to the above schedule shall not be given seniority preference and any *annual leave* requests or changes thereafter shall be at the sole determination of AUTHORITY. *All annual leave shall be taken only with prior authorization and approval of DIRECTOR or DIRECTOR'S designee.*

SECTION 16.8: In order to maintain an adequate work force to perform the required work and provide the services that are normally provided by AUTHORITY, AUTHORITY shall determine the number of EMPLOYEES that will be granted annual leave at any given time on a site and department basis. *Regular scheduling of annual leave will be done once a year in order to assure an adequate work force at all times by site or department. In scheduling annual leave time, AUTHORITY may allow and approve two (2) choices for time off to allow a split vacation during the year.*

SECTION 16.9: EMPLOYEES on sick leave, or injured at the conclusion of an annual leave period who have been unable to take the annual leave within the prescribed period shall be entitled to carry over said annual leave to the succeeding annual leave period.

SECTION 16.10: Annual leave credits may be earned while EMPLOYEES are on sick leave, or injured, providing said EMPLOYEES are in active pay status. *Annual leave may be substituted for sick leave as defined in this AGREEMENT, when EMPLOYEES have exhausted all their accumulated sick leave.*

SECTION 16.11: Upon retirement or termination of service, EMPLOYEES are entitled to receive compensation for all annual leave credits earned and due at the rate of pay being received by EMPLOYEES at the date of separation of service

SECTION 16.12: *Full time EMPLOYEES shall enjoy annual leave in accordance with the following schedule:*

<i>1 through 5 years</i>	<i>2 weeks</i>
<i>6 through 10 years</i>	<i>3 weeks</i>
<i>11 through 15 years</i>	<i>4 weeks</i>
<i>16 years or more</i>	<i>5 weeks</i>

*EMPLOYEES will not earn less annual leave than at the rate established by years of service up to July 1, 2000.*

SECTION 16.13: Annual leave shall be earned and shall accrue to each full time EMPLOYEES in accordance with the following schedule:

Weekly and Bi-Weekly Calculation	
2 weeks -	.0385 hours for each hour excluding overtime
3 weeks -	.0577 hours for each hour excluding overtime
4 weeks -	.0770 hours for each hour excluding overtime



SECTION 18.3: FMLA POLICY: The following describes AUTHORITY policy on leaves of absence under the FMLA:

- A) In addition to the Article 19 leaves of absence, AUTHORITY will grant Family and Medical Leave in compliance with the Department of Labor regulations. It is AUTHORITY policy to provide eligible EMPLOYEES with up to twelve (12) weeks unpaid Family and Medical leave of absence from work in the following circumstances:
- 1) The birth of a child and in order to care for such child;
  - 2) The adoption or placement of a child for foster care;
  - 3) To care for a child, spouse or parent who has a serious health condition (an illness, injury, impairment or physical or mental condition that involves inpatient care or continuous treatment by a health care provider);
  - 4) The EMPLOYEES' own serious health condition if that condition renders EMPLOYEES unable to perform the functions of their position.
- B) DEFINITIONS: For purposes of this policy: "child" refers to biological, adopted or foster child, step child, legal ward, or a child of a person standing in loco parentis, under 18 years of age, as well as those 18 years and older who are incapable of self care because of mental or physical disability; "spouse" does not include an unmarried domestic partner; and, "parent" does not apply to in-laws.
- C) PROCEDURE/REGULATIONS: *FMLA request shall be subject to the following procedures and regulations:*
- 1) Approval: All FMLA requests will be reviewed the Executive Director and the Director of Human Resources.
  - 2) Arrangements: All FMLA leave will be arranged through the Executive Director and the Director of Human Resources through the completion of an Employee Leave Form.
  - 3) Eligible Employees: To be eligible for FMLA leave, EMPLOYEES must be employed by AUTHORITY for at least twelve (12) months at the time leave is requested (the months need not be consecutive) and have worked for at least 1250 hours during the 12-month period preceding the leave request.
  - 4) Benefit Continuation: Group health insurance benefits will continue for a period of 12 weeks while EMPLOYEES are on FMLA leave under the same terms as if EMPLOYEES continued to work. If EMPLOYEES fail to return to work prior to or at the end of a 12-week period, EMPLOYEES will be required to reimburse AUTHORITY for any and all premium payment made on the EMPLOYEES' behalf during the period of leave. Such reimbursement will not be required if EMPLOYEES fail to return due to their own continuing serious health condition or circumstances beyond EMPLOYEES' control. If EMPLOYEES are unable to return to work at the end of a 12-week FMLA period, group health insurance may be continued under COBRA as outlined in current employment agreements.

- 5) Non-Health Related Benefits: AUTHORITY will not continue non-health benefits or benefit accruals while EMPLOYEES are on FMLA leave (e.g. vacation and sick leave accruals). Also, EMPLOYEES will not accrue seniority or service time while on FMLA leave. However, EMPLOYEES will not lose any benefits, seniority or service time which accrued prior to the leave.
- 6) Leave Duration: Leaves may be taken for up to twelve (12) work weeks during any 12-month period. This 12-month period will be calculated on a 12 month calendar period starting January 1, and ending December 31 of each year.
- 7) Leave Conditions: Birth of a child, adoption or placement of foster child: Leave for such purposes is generally to be taken in consecutive work weeks and must be completed within the 12-month period following the birth of the child or placement of the child with EMPLOYEES for adoption or foster care. Married EMPLOYEES both working at AUTHORITY are entitled to a combined total of twelve (12) weeks each fiscal period subject to FMLA time previously used during that period. EMPLOYEES requesting leave for one of these purposes must provide AUTHORITY with thirty (30) days advance notice of leave, except if the birth or placement requires leave to begin in less than thirty (30) days. EMPLOYEES should then provide as much advance notice as practical.
- 8) Leave to Care for Child, Spouse, Parent or EMPLOYEES own Serious Health Condition: EMPLOYEES should take leave for these purposes on a continuous leave basis. However, when medically necessary, leave may be taken intermittently or on a reduced work week or workdays. If EMPLOYEES request an intermittent or reduced workday leave schedule that is foreseeable based on planned medical treatment, AUTHORITY may require EMPLOYEES to transfer temporarily to an available alternative position, for which EMPLOYEES are qualified, to better accommodate the recurring periods of leave that EMPLOYEES will require. EMPLOYEES transferred in such circumstances will receive equivalent pay and benefits. EMPLOYEES requesting intermittent or reduced work week or reduced workday leave for these purposes must make a reasonable effort to schedule the treatment, either for themselves or for their child, spouse or parent, so as not to unduly disrupt AUTHORITY operations. In this regard, EMPLOYEES should endeavor to secure the cooperation of the health care provider to reasonably schedule the treatment to avoid such disruption. EMPLOYEES requesting leave for these purposes must provide thirty (30) days advance notice of leave, or if treatment is required in less than thirty (30) days, as much advance notice as practicable.
- 9) Certification. EMPLOYEES requesting FMLA leave will be required to provide medical certification to substantiate the leave request. Such certification should be provided within fifteen (15) days of the leave request, if practical, otherwise within a reasonable period of time. Failure to provide certification will result in denial of FMLA leave until such a time as the certification is received. Attached to this policy is a copy of a certification to be completed by the appropriate health care provider. Additional copies can be attained from the Director of Human Resources. AUTHORITY reserves the right to have EMPLOYEES or covered family members examined by a

health care provider of its choice for a second opinion at any time at its discretion. Any such examination shall be paid for by AUTHORITY. In the event of a conflict between the medical opinion of EMPLOYEES' or covered family members' health care provider and that of AUTHORITY in the second opinion examination, a third examination may be required by a health care provider mutually agreed upon by AUTHORITY and EMPLOYEES and paid for by AUTHORITY. The opinion of the third health care provider shall be final and binding on AUTHORITY and EMPLOYEES.

- 10) Use of Accrued Leave Time: *EMPLOYEES will be required to use all unused accrued paid sick leave, personal leave and annual leave. Employees may elect to reserve one (1) week of paid annual leave. Such election shall be made at the time of application for Family and Medical Leave. For leave for EMPLOYEES' own serious medical condition, employees may also be eligible to receive other benefits such as worker's compensation, in accordance with Ohio state law.*
- 11) Reinstatement after Leave: Eligible EMPLOYEES taking FMLA leave will be reinstated to their former position, or to an equivalent position with equivalent benefits and other terms and conditions of employment. However, no EMPLOYEES are entitled under this policy to any right, benefit or position other than that with EMPLOYEES would have been entitled had they not taken leave. Thus, for example, if a reduction in force or some other business condition arise which affect EMPLOYEES' position, reinstatement may not be possible.
- 12) Return to Work Examination: Before being permitted to return to work from FMLA leave due to EMPLOYEES' own serious health condition, EMPLOYEES will be required to provide certification from their health care provider that EMPLOYEES are able to return to work and perform all functions of the job.
- 13) Periodic Notification During Leave: EMPLOYEES will be required while on FMLA to contact the *Director of Human Resources* every thirty (30) days, or as otherwise required, to report their status and intentions to return to work.

## ARTICLE 19 MISCELLANEOUS LEAVES OF ABSENCE

SECTION 19.1: LEAVES OF ABSENCE: Under conditions hereinafter specified, EMPLOYEES will be granted a leave of absence without pay for any reason that AUTHORITY deems beneficial to EMPLOYEES, except employment elsewhere.

SECTION 19.2: Leaves of absence will be authorized based on the merits of the request by EMPLOYEES. The application for the leave of absence must be made in writing stating the purpose and the duration of the proposed leave. Any personal leave of absence approved shall not extend beyond its term. *Such leave shall be for a period of a minimum of thirty (30) calendar days and shall not exceed one (1) year.*

SECTION 19.3: EMPLOYEES may be returned to work prior to the expiration of any leave if such earlier return is agreed to by AUTHORITY and EMPLOYEES.

SECTION 19.4: Upon completion of a leave of absence, EMPLOYEES shall return to the job assignment which they formerly occupied, if the classification still exists. If the classification does not exist, EMPLOYEES can return to a similar classification, if qualified.

SECTION 19.5: Absence with or without pay may be authorized by AUTHORITY to permit EMPLOYEES to attend meetings or conventions relating directly to the work of AUTHORITY, but if such meeting or convention is mandatory, then that absence shall be considered a paid leave.

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SECTION 19.6: **UNION LEAVE:** UNION officers or delegates shall be allowed a leave of absence up to five (5) working days each per calendar year for no more than three (3) officers or delegates to attend required UNION functions, with three (3) of said days granted paid. Paid Union leave is subject to the approval of Executive Director, unless the absence causes an undue hardship on AUTHORITY. At their option, UNION officials may elect to use *annual leave* or unpaid leave for such absence. *It is agreed that UNION may at its option utilize this time in one (1) hour increments per AUTHORITY'S Board of Commissioners meeting.*

SECTION 19.7: **JURY DUTY:** EMPLOYEES required to serve on a jury before a court empowered by law to require such service shall be excused from duty only for that time required for such service and shall be paid their regular hourly rate less their jury duty pay, provided EMPLOYEES notify DIRECTOR or designee five (5) days prior to such jury service date and certifies to the Finance Director or designee the amount of jury pay received.

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SECTION 19.8: **COURT SUBPOENA** AUTHORITY will allow the use of annual leave in increment of a minimum of one (1) hour each for EMPLOYEES who, because of personal circumstances, make a court appearance.

SECTION 19.9: AUTHORITY will continue in pay status EMPLOYEES who are called to testify in court proceedings involving or on behalf of AUTHORITY.

SECTION 19.10: AUTHORITY will pay the difference between EMPLOYEES regular base pay and any monies received by EMPLOYEES as a result of EMPLOYEES being subpoenaed to appear as a witness in any felony proceeding or when called to testify before a grand jury. *As a condition of said payment to EMPLOYEES, evidence of subpoena must be provided to DIRECTOR or the Finance Director.*

SECTION 19.11: EMPLOYEES shall report back for work when released as a witness unless their normal workday has ended.

SECTION 19.12: **MILITARY LEAVE:**

- A) Military leave of absence with pay, in accordance with the number of calendar days permitted each calendar year by existing State and Federal law, will be granted to EMPLOYEES who are reservists of the Armed Forces or members of the National Guard engaged in active duty, training or military aid to enforce the law, provided that in each case involved, official orders are provided for AUTHORITY files to substantiate same.

- B) Military leave of absence will be granted to EMPLOYEES inducted or otherwise entering active military duty with the Armed Forces in accordance with applicable State and Federal law.
- C) EMPLOYEES returning from military leave shall have sixty (60) days to request reinstatement to their former jobs.

**ARTICLE 20**  
**HOSPITALIZATION**

**SECTION 20.1:** AUTHORITY shall provide hospitalization coverage to EMPLOYEES on Workers Compensation or unpaid disability leave for two (2) months following the month in which EMPLOYEES leave AUTHORITY payroll.

**SECTION 20.2:** The level of benefits provided by AUTHORITY as are described in AUTHORITY'S medical benefit coverage's schedule of benefits effective June 1, 1991 or as modified by mutual consent of the parties of this AGREEMENT. The level of benefits in this SECTION does not include any HMO plans provided by AUTHORITY. Hospitalization coverage changes to the extent that AUTHORITY may provide for deductibles of \$100.00 for single coverage and \$200.00 for family coverage with co-insurance on an 80/20 basis for up to \$1000.00 of covered expenses for single coverage and up to \$2000.00 for family coverage plus the amount of the deductible. It is understood that this is the minimum amount of coverage AUTHORITY shall provide and in the event the non-union employees receive a better hospitalization contract, the EMPLOYEES covered by the AGREEMENT shall also receive better coverage.

**SECTION 20.3:** *AUTHORITY will provide such hospitalization coverage for "active at work" EMPLOYEES in compliance with all federal and state laws and continuing coverage as mandated by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Ohio Revised Code.*

**SECTION 20.4:** **SUPPLEMENTAL HEALTH CARE INSURANCE:** *AUTHORITY will continue the existing level of dental benefits under AUTHORITY'S plan for EMPLOYEES at no cost for the term of the AGREEMENT. In addition, AUTHORITY will contribute Twenty Four Dollars and Fifty Cents (\$24.50)<sup>25</sup> per month for full time EMPLOYEES who have completed thirty (30) calendar days of employment with AUTHORITY to the Ohio AFSCME Care Plan. This contribution includes Vision (\$6.75); Hearing (\$0.50); Prescription (\$9.50) and Life Insurance (\$7.50).*

**SECTION 20.5:** **WAIVER OF BENEFITS:** *Under AUTHORITY'S Section 125 Flexible Benefit Plan, eligible EMPLOYEES may waive participation in the AUTHORITY'S health insurance benefit plan under certain circumstances to receive a monthly payment of \$250.00 from the AUTHORITY as additional pay. Waiver of AUTHORITY'S health care insurance coverage includes waiver of medical, dental and any other supplemental benefit provided by AUTHORITY. Once EMPLOYEES has elected not to participate in the AUTHORITY'S health insurance benefit plan, there can be no change in the EMPLOYEES' election until a change in EMPLOYEES' family status or the next open enrollment period. The open*

enrollment period will generally occur once a year in August, with any changes effective the following September 1.

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**ARTICLE 21**  
**TUITION REIMBURSEMENT**

SECTION 21.1: In an effort to encourage all EMPLOYEES to pursue further education to enhance their job performance or qualify them for promotion, AUTHORITY will assist EMPLOYEES in paying for job-related education.

SECTION 21.2: To be eligible for tuition reimbursement, EMPLOYEES must have completed one (1) year of service with AUTHORITY and must receive written approval from their supervisor and DIRECTOR prior to enrolling in a particular course. Finally, reimbursement can be made only if, in the judgment of AUTHORITY, the course is strongly job related.

SECTION 21.3: Reimbursement will be made for tuition and textbook fees as follows:

<u>Percentage of Reimbursement:</u>	<u>Grade Attained:</u>
100%	A
75%	B
50%	C
No reimbursement	Any grade under C

This education benefit is limited to \$500.00 per EMPLOYEE, per calendar year. Proof of attainment of a satisfactory grade, by grade report, must be submitted to AUTHORITY to receive reimbursement.

**ARTICLE 22**  
**EVALUATION OF EMPLOYEE PERFORMANCE**

SECTION 22.1: In order to make an objective evaluation of EMPLOYEES' performance, it is necessary to keep a system of appraisal and appropriate records. The appraisal of the performance of EMPLOYEES is to be reported on a written form and may be made by the appropriate supervisor.

SECTION 22.2: The summary of any conference or interviews that are held at the request of EMPLOYEES or any of their supervisors will also be included as part of the evaluation procedure. All records and evaluations will be confidential.

**ARTICLE 23**  
**EMPLOYEE RECORDS**

SECTION 23.1: Any material placed in EMPLOYEES file which may adversely affect those EMPLOYEES performance evaluation or job classification shall be made known to EMPLOYEES involved, at which time EMPLOYEES may be given the opportunity to add to the file written signed statements of rebuttal.

SECTION 23.2: Disciplinary action shall not be used against EMPLOYEES after two (2) years from the date of the disciplinary action's final disposition.

SECTION 23.3: EMPLOYEES may review their file at any reasonable time during normal working hours by appointment with the DIRECTOR only.

**ARTICLE 24**  
**BULLETIN BOARDS AND JOB POSTINGS**

SECTION 24.1: AUTHORITY agrees to provide a bulletin board at each of its unit headquarters for the posting of official UNION business. It is the UNION'S intent that no material shall contain anything libelous, scurrilous or adverse to AUTHORITY or any of its employees. Any allegation of UNION abuse shall be subject to discussion at the monthly grievance meeting provided for in Article 31, "Labor Management Meetings".

SECTION 24.2: **BARGAINING UNIT POSITIONS:** AUTHORITY will post UNION as described in Article 8, Section 8.1 "Job Bidding" of this AGREEMENT.

SECTION 24.3: **NON BARGAINING UNIT POSITIONS:** AUTHORITY will post non-bargaining unit positions on UNION bulletin boards for informational purposes only. EMPLOYEES may apply for these posted positions; if such positions are to be advertised for applicants, AUTHORITY will consider the successful applicant an "at will" and non-collective bargaining unit employee as of the new date of hire. In addition, seniority in any collective bargaining classification will be broken at the date of new hire - which includes layoff and recall rights or any other contractual options to return to the former classification.

**ARTICLE 25**  
**AGREEMENT NOT TO USE NON-BARGAINING EMPLOYEES**

SECTION 25.1: It is agreed that AUTHORITY will not use non-bargaining unit employees to displace regular full-time EMPLOYEES, and if AUTHORITY desires to fill new and existing slots for regular full-time EMPLOYEES, it does so timely. AUTHORITY shall provide UNION with a table of organization for EMPLOYEES.

**ARTICLE 26**  
**NON-DISCRIMINATION**

SECTION 26.1: No person or persons or agencies responsible to AUTHORITY nor UNION and its officers and members shall discriminate for or against EMPLOYEES on *the basis of* their race, color, religion, national origin, sex, age, disability or union affiliation.

SECTION 26.2: AUTHORITY and UNION do hereby agree that there shall be no intimidation or coercion on the part of either party to encourage or discourage EMPLOYEES with regard to membership or non-membership in UNION. Further, no EMPLOYEES will be permitted to influence the political beliefs or acts of any applicant for tenancy, any resident, or other EMPLOYEES or any member of the staff.

**ARTICLE 27**  
**UNIFORM DRUG/ALCHOL ABUSE PROGRAM.**

7A  
**SECTION 27.1:** Both parties understand that the **UNIFORM DRUG/ALCOHOL ABUSE PROGRAM** is the official drug testing policy governing **EMPLOYEES**. The content of the drug testing policy has been reviewed by the parties and both parties have ratified its contents. All **EMPLOYEES** will be required to sign a form indicating their consent to the terms of this policy and testing procedure as a condition of employment, which form is marked as Appendix B, attached hereto and made a part of this **AGREEMENT**.

**ARTICLE 28**  
**DISCIPLINARY ACTION AND REPRIMANDS**

**SECTION 28.1:** In explanation, but not in limitation, oral or written reprimands may be given **EMPLOYEES** for violation of any reasonable operational rule, gross negligence, refusal to carry out orders, willful absence from the job not provided for in this **AGREEMENT**, or otherwise hindering the proper performance of their job or that of others.

Disciplinary action shall be issued and put in force in a timely manner. The date of enforcement shall be initiated no later than fifteen (15) working days from the date **AUTHORITY** became aware of the incident. If these actions fail to be implemented in the above time frame, then the disciplinary action shall be considered withdrawn by **AUTHORITY**. **AUTHORITY** may request an extension if circumstances warrant an extension and **UNION** shall not unreasonably withhold an extension.

**SECTION 28.2:** Reprimands may be issued by the following persons:

- A) Department Head
- B) Executive Director
- C) Director's designee. (Designee must be a non-bargaining unit employee.)

7A  
**SECTION 28.3:** All reprimands, whether oral or written, must clearly establish the reasons therefore and terms and provisions of **AGREEMENT** or work rules violated by **EMPLOYEES**.

**SUSPENSIONS**

**SECTION 28.4:** The receipt of three (3) written reprimands shall result in an immediate hearing which may result in suspension.

**SECTION 28.5:** In explanation, but not in limitation, the occurrence of the following actions may, pending a hearing, be cause for suspension and shall become a permanent part of **EMPLOYEES'** file: incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of tenants or the public, neglect of duty or any other act of similar nature.

**SECTION 28.6:** Failure to issue a reprimand, or make use of disciplinary action, including suspension, as indicated above in any one instance, does not constitute a waiver of the right to use disciplinary action in any other instance.

## TERMINATION

**SECTION 28.6:** *In explanation, but not in limitation, AUTHORITY may terminate the employment of EMPLOYEES for incompetence, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of tenants or the public, neglect of duty or for willful and persistent violations of the rules and regulations of AUTHORITY, or for other good and just cause.*

**SECTION 28.7:** *When AUTHORITY intends to suspend EMPLOYEES for five (5) days or more or discharge them, EMPLOYEES and UNION shall be given a written outline of the charges being brought against them and the level of discipline being considered. Such notice shall be given to EMPLOYEES and UNION no later than 48 hours prior to a pre-disciplinary hearing. EMPLOYEES shall have the right to have their Steward present and upon request shall be permitted to discuss their disciplinary charges in an area made available by AUTHORITY before the hearing. AUTHORITY shall issue a decision from the hearing in a reasonable time frame but no later than five (5) working days after the hearing has taken place. EMPLOYEES who are suspended or discharged shall be given written notice of the decision with a copy to UNION stating the reasons for the disciplinary actions. All discipline shall be for just cause and all disciplinary action shall be subject to the Grievance Procedure.*

**SECTION 28.8:** *AUTHORITY and UNION will establish guidelines regulating disciplinary hearings. AUTHORITY shall have the right to conduct an investigation of the charges prior to the actual pre-disciplinary hearing. Such investigation shall be separate and apart from the hearing. EMPLOYEES who are discharged by official action shall have the right to process the matter to arbitration.*

*Nothing in this Article shall prevent AUTHORITY from removing EMPLOYEES from the premises who are a serious threat to the workplace.*

**SECTION 28.9:** *If, after that hearing by AUTHORITY, the EMPLOYEES are terminated by official action, EMPLOYEES shall have the right to process the matter to arbitration.*

## ARTICLE 29 GRIEVANCE PROCEDURE AND COMPLAINTS

**SECTION 29.1:** *UNION Steward shall be allowed reasonable time during working hours to process grievances. DIRECTOR shall be notified before the Steward leaves the work site. Orderly grievances and complaint procedure will conform to the following steps:*

**SECTION 29.2:** *It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between EMPLOYEES and AUTHORITY. Prompt presentation requires the EMPLOYEES to bring the grievance within ten (10) working days of the aggrieved action to be allowed as timely. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives to each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by AUTHORITY or UNION that tend to impair or weaken the grievance procedure are improper. A grievance is a dispute or difference between AUTHORITY and UNION, or between*

**AUTHORITY and EMPLOYEES concerning the interpretation and/or application of or compliance with any provisions of AGREEMENT, including any and all disciplinary actions, and when such grievance arises, the following procedure shall be observed:**

**STEP 1. UNION Steward, with aggrieved EMPLOYEES, shall take up the grievance or dispute with the issuer of the action which is grieved. If the issuer is the Department Head, the UNION Steward, with aggrieved EMPLOYEES shall present the grievance to the Department Head within ten (10) working days of the date of the grievance or their knowledge of its occurrence. The grievance shall be in writing, and shall state with particularity the event or condition giving rise to the grievance, the specific contractual provision(s) which are alleged to have been violated and a brief statement as to how the event or condition complained of violates the contractual provision(s). The Department Head shall meet with the Steward and EMPLOYEES within three (3) working days after notice of the grievance has been given. The Department Head shall respond within five (5) working days.**

**STEP 2. If DIRECTOR issues the action grieved, the UNION Steward, with aggrieved EMPLOYEES, shall take up with DIRECTOR within ten (10) working days of the date of the grievance or their knowledge of its occurrence.**

*In the alternative, if the grievance is not satisfactorily settled at STEP 1 with the Department Head, Union may appeal the grievance to DIRECTOR in writing within five (5) working days after receipt of the Step 1 answer. DIRECTOR shall meet with UNION Grievance Committee on a regular monthly basis to discuss all Step 1 appealed grievances, when there are grievances to discuss. UNION Grievance Committee shall be composed of not more than two (2) EMPLOYEES representatives and one (1) non-EMPLOYEES representative of UNION. If the grievance is not satisfactorily settled at Step 2 with DIRECTOR, DIRECTOR shall issue a written answer within seven (7) working days after the Step 2 meeting. The written answer shall be given to the staff representative, UNION President and to the Steward who filed the grievance.*

**STEP 3. MEDIATION STEP: Either UNION or AUTHORITY may initiate mediation of a grievance by written notice to the other party within seven (7) days of Step 2, Director's decision. Upon receipt of such written notice, the time limits of the grievance procedure will be suspended until either (1) mediation of the grievance is concluded by written notice from the mediator; or (2) either party rejects or rescinds in writing its participation in mediation, whichever (1 or 2) first occurs. The grievance time limits shall begin again upon receipt of the notice in (1) or (2). Guidelines for mediation shall be:**

- a) The grievant and representatives of UNION and AUTHORITY are entitled to attend the mediation.
- b) While the grievance mediation is being utilized, the time limits for the grievance procedure are suspended as provided hereinabove.
- c) The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.
- d) The mediator's notes are confidential and will be destroyed at the conclusion of the grievance meeting. The mediator shall be a neutral party selected by mutual agreement of UNION and AUTHORITY, and shall be mutual agreement of

- UNION and AUTHORITY and shall not testify for either the UNION, the grievant, or the AUTHORITY in any proceeding regarding the grievance.*
- e) The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.*
  - f) The mediator has no authority to compel as resolution of the grievance.*
  - g) If the parties cannot resolve the grievance, the mediator may provide the parties, in joint or separate sessions, with an oral advisory opinion.*
  - h) If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures set forth in Step 4 below.*
  - i) No statement given by either party as part of the grievance mediation process, nor any documents prepared for or used during a mediation session, can be used during arbitration proceedings.*

***STEP 4.:*** *If the grievance is not satisfactorily settled at STEP 3, UNION may, within sixty (60) calendar days after: 1) receipt of the STEP 2 answer; 2) unsuccessful conclusion of Step 3 mediation; or 3) the rejection of a written request for mediation, submit the grievance to arbitration. UNION shall notify the American Arbitration Association and AUTHORITY at the same time of its intent to appeal the grievance. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be borne equally by AUTHORITY and UNION. Furthermore, aggrieved EMPLOYEES, their Steward, and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending an arbitration proceeding.*

*In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application and/or compliance with the provisions of AGREEMENT, including all disciplinary action. In reaching his/her decision, the arbitrator shall have no authority: 1) to add to or subtract from or modify in any way any of the provisions of this AGREEMENT; 2) to pass upon issues governed by law; or, 3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him/her.*

*The grievance procedure set forth in this AGREEMENT shall be the exclusive method of reviewing and settling disputes between AUTHORITY and UNION and/or between AUTHORITY and EMPLOYEES and all decisions of arbitrators consistent with STEP 4 and all pre-arbitration settlements reached by AUTHORITY and UNION shall be final, conclusive, and binding on AUTHORITY, UNION and EMPLOYEES. A grievance may be withdrawn by UNION at any time and the withdrawal of any grievance shall not be prejudicial to the decisions of the parties as they relate to that grievance or any future grievances.*

***SECTION 29.3: POLICY GRIEVANCE:*** *A policy grievance which affects a substantial number of EMPLOYEES may initially be presented by UNION at STEP 2 of the Grievance Procedure.*

***SECTION 29.4:*** *The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of AUTHORITY and UNION, be binding. If*

*AUTHORITY fails to timely respond under the terms of the Grievance Procedure, the grievance shall be granted in accordance with the relief requested. If UNION fails to process a grievance within the specified time frame of the procedure, then the grievance is automatically considered withdrawn with regard to that incident. If a deadline falls on a non-business day, the deadline will automatically be extended to the next business day.*

*KWS 2/24/11  
2/20/11*

**ARTICLE 30**  
**SAFETY AND HEALTH COMMITTEE**

**SECTION 30.1:** AUTHORITY agrees to recognize a safety and health committee for all bargaining units of which not more than three (3) members will be members of the bargaining units. One member will represent AUTHORITY and participate with UNION members on the Safety and Health Committee.

**SECTION 30.2:** The purpose of this committee is to review safety problems, promote safe work practices and eliminate unsafe conditions. The committee will elect a *chairperson* who shall have the authority to present with the management representative the recommendations of the committee to DIRECTOR. This committee may conduct related activity during normal working hours, provided proper clearance is first obtained from DIRECTOR or Director of Operations.

**ARTICLE 31**  
**LABOR-MANAGEMENT MEETINGS**

**SECTION 31.1:** In the interest of sound Labor-Management relations, UNION and AUTHORITY will meet at least once per quarter or at agreeable dates and times for the purpose of discussing those matters outlined below. No more than two (2) EMPLOYEES representative of UNION, three (3) representative of AUTHORITY and one non-EMPLOYEES representative of UNION shall be permitted to attend such meetings unless otherwise agreed. The purpose of such meetings is to:

- a) Discuss the administration of this AGREEMENT;
- b) Notify UNION of changes made by AUTHORITY which may affect EMPLOYEES;
- c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- d) Disseminate general information of interest to the parties;
- e) Give UNION representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
- f) Discuss ways to improve efficiency and work performance.

**SECTION 31.2:** The party requesting a special meeting other than the regular quarterly meeting outlined above shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those representatives who will be attending. UNION shall provide AUTHORITY with a written agenda five (5) working days prior to the scheduled quarterly meeting. If UNION fails in this requirement, the meeting is automatically canceled for lack of agenda.

SECTION 31.3: UNION EMPLOYEES representatives attending Labor-Management meetings shall not suffer a loss of pay for straight time hours spent in such meetings if held during the EMPLOYEES regular scheduled hours of work.

**ARTICLE 32**  
**STRIKES – WORK STOPPAGES – LOCKOUTS**

SECTION 32.1: It is the intent of the parties to this AGREEMENT that the procedures herein shall serve as the means for peaceful settlement of all disputes that may arise between them.

SECTION 32.2: UNION, its officers and agents agree. that during the time of this AGREEMENT, there shall be no strikes, work stoppages, concerted "sick" leave or interruption or impeding of work. No officer or representative of UNION shall authorize, instigate, aid, encourage, suggest or condone any such activities. AUTHORITY agrees that there shall be no lockouts of EMPLOYEES during the term of this AGREEMENT.

**ARTICLE 33**  
**DURATION**

SECTION 33.1: *This AGREEMENT shall become effective immediately at 12:01 a.m. on July 1, 2000, and shall continue in full force and effect through midnight, June 30, 2002.*

SECTION 33.2: *During the term of this AGREEMENT, negotiations will not be reopened for the purpose of modifying the AGREEMENT in any way unless provided for in the AGREEMENT or unless agreed to by both parties in writing and appended to this AGREEMENT.*

SECTION 33.3: *Upon written notice by either party to the other not earlier than ninety (90) days nor less than sixty (60) days prior to the expiration date of this Agreement, renegotiation of a successor agreement shall commence. At the first meeting, the parties shall agree to ground rules for negotiations and they shall agree to a deadline for the submission of written proposals, which shall be within fifteen (15) days of the first meeting, unless extended by mutual agreement.*

**ARTICLE 34**  
**ENTIRE AGREEMENT**

SECTION 34.1: *Prior to the effective date hereof, various agreements have been entered into from time to time and, except as such prior agreements have been incorporated herein, such agreements are terminated.*

SECTION 34.2: *During the negotiations resulting in this AGREEMENT, AUTHORITY and UNION each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Ohio Public Employment Bargaining Law imposes an obligation to bargain. This AGREEMENT contains the entire understanding, undertaking, and agreement of the AUTHORITY and UNION, after exercising their right and opportunity, and finally determines all matters of collective bargaining for the duration of its*

*term. Changes of this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both AUTHORITY and UNION.*

**SECTION 34.3:** *If any term or provision of this AGREEMENT is, at any time during the life of the Agreement, adjudged by a Court of administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this AGREEMENT.*

**SECTION 34.4:** *No waiver of any breach of any term or condition of this AGREEMENT, and no failure to enforce any term or condition of this AGREEMENT, shall be construed to be a waiver of any preceding or succeeding breach, or enforcement, of the term or condition, or of any other term or condition of this AGREEMENT.*

IN AGREEMENT HERETO, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

FOR UNION:

FOR AUTHORITY:

\_\_\_\_\_  
UNION President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Negotiating Committee

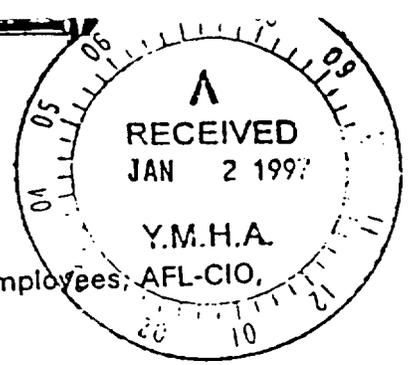
\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
AFCME Representative

*Handwritten notes:*  
→ APPROVED 3/20/01  
→ REVIEWED 3/20/01

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD



In the Matter of

Ohio Council 8, American Federation of State, County and Municipal Employees,

Employee Organization,

and

Youngstown Metropolitan Housing Authority,

Employer.

Case Number: 96-REP-07-0145

AMENDMENT OF CERTIFICATION

Before Chairman Pohler, Vice Chairman McGee and Board Member Mason: December 12, 1996.

The Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (Employee Organization) is the Board-certified exclusive representative of certain employees of the Youngstown Metropolitan Housing Authority (Employer). The Employee Organization and the Employer jointly filed a Petition for Amendment of Certification seeking to amend the certification to reflect certain agreed-to changes in the existing unit. The Board approves the petition and amends the unit, which is now certified as follows:

Included: General Accounting Clerk, Section 8 Application Aide, Section 8 Receptionist, Receptionist, CIAP Field Inspector, Field Management Clerk, Conventional Housing Applications Assistant, Housing Inspector - Section 8 and/or Public Housing, General Office Clerk, Operations Compliance Manager, Inventory Manager, Field Housing Manager, Assistant Manager, Zone Manager, Grant Processor, Work Order Data Entry Clerk.

Excluded: All management level employees, confidential employees, supervisory employees, and casual and seasonal employees as defined in the Code and all employees represented by an employee (labor) organization.

It is so directed.

POHLER, Chairman; McGEE, Vice Chairman; and MASON, Board Member, concur.

1-2-96  
cc: BOB <sup>dicts</sup>  
GARY  
JONE  
✓

Sue Pohler  
SUE POHLER, CHAIRMAN

NEW ARTICLE

NEW JOB DESCRIPTIONS/CHANGE IN

tion 1. The Employer reserves the right to make changes in classifications, however the Employer shall meet with the Union to discuss such specifications prior to implementing the changes. Changes in job classification shall not be made for arbitrary or capricious reasons.

tion 2. If a new bargaining unit job is established which has substantial changes in the method of operation of a bargaining unit, the Employer shall issue written notice to the Union explaining the new jobs or changes. If the Union requests to discuss the rate of pay and classification, the Employer shall meet with the Union to discuss these issues. Nothing in this article shall prohibit the Employer from setting the rate of pay for an employee in the new job. ~~The Union shall have the right to grieve the rate of pay if it does not agree with the wages set by the Employer.~~

tion 3. No later than 60 days after the signing of this agreement, the Employer and the Union agree to meet ~~to~~ to review the job descriptions for the bargaining unit.

TIES

classifications  
such specifications  
on specifications shall not

been previously classified  
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to grieve the rate of pay if

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the Union  
William H. H. H.  
A.R.C.

For the Emp:  
[Signature]  
[Signature]

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W. H. H. H.  
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