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AGREEMENT
BETWEEN
SPRINGFIELD METROPOLITAN HOUSING AUTHORITY
AND
TEAMSTERS MISCELLANEOUS AND INDUSTRIAL WORKERS
UNION,
LOCAL NO. 284
JANUARY 1, 2017
THROUGH
DECEMBER 31, 2019

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PREAMBLE

This Collective Bargaining Agreement is entered into by and between Springfield Metropolitan Housing Authority, hereinafter referred to as the “Employer” and Teamsters Local 284, hereinafter referred to as the “Union”, and has, as its purpose, the establishment of wages, hours, and other terms and conditions of employment for all employees in the bargaining unit of the Agreement.

ARTICLE 1

PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relations and to ensure the orderly, uninterrupted and efficient operations of the Employer, the parties desire to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determinations of the terms and conditions of their employment; (2) to promote fair and reasonable working conditions; (3) to promote individual efficiency and service; (4) to avoid interruption or interference with the efficient operation of the Employer’s business; and (5) to provide a basis for the adjustment of matters of mutual interests by means of amicable discussion.

ARTICLE 2

MANAGEMENT RIGHTS

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 the SMHA, provided that Union members shall not be discriminated against as such, and that the SMHA shall not exercise these rights in violation of the provisions of this Agreement. In addition, the SMHA has the exclusive duty and right to manage the business of the 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. The foregoing enumeration of the Management’s rights shall not be deemed to exclude other functions not specifically set forth. The SMHA, therefore, retains all management rights not otherwise covered by the agreement.

ARTICLE 3

RECOGNITION

Section 3.1 The Employer agrees that it has and will continue to recognize the Union as the exclusive representative for negotiating wages and salaries, hours of work, and other terms and conditions of employment for employees in the bargaining unit.

Section 3.2 The bargaining unit shall consist of the following: all clerical, inspectors, coordinators and residential services employees including employees in the positions of Receptionist, Application and Referrals Specialists, HCV Program Specialist, Procurement Specialist, , Assisted Housing Case Manager (Section 8), Housing Inspector, Finance Specialist, and Lincoln Park Service Coordinator.

Section 3.3 The following employees are specifically excluded from the bargaining unit: confidential, management level, supervisory, regular part-time employees, seasonal, temporary and casual employees, and employees in the positions of Modernization Coordinator, Executive Assistant, Asset Managers, and Assistant Asset Managers.

ARTICLE 4

SENIORITY

Section 4.1 Seniority shall only be based on service with the Springfield Metropolitan Housing Authority.

Section 4.2 Seniority shall be recognized as the length of an employee's service with the Employer measured from the employee's last date of hire within the bargaining unit covered by this agreement, subject to adjustments pursuant to the terms of this Article.

Section 4.3 Employees laid off shall retain their seniority for the period of their layoff.

Section 4.4 The following circumstances shall constitute a break in seniority:

1. Employee quits;
2. Discharge for just cause;
3. Retirement;
4. Layoff for more than one year;
5. Failure to return to work within seven (7) days from the date the notice of recall from layoff is given;
6. Failure to return to work timely from any leave of absence granted by the Employer.

Section 4.5 Seniority shall be applied as a determining factor only in those matters and to the extent as specifically specified elsewhere in this Agreement.

Section 4.6 Employees who are hired on the same day will be placed on the seniority list according to their date of application.

Section 4.7 The Employer shall submit to the Titan Operator, the name, address, and phone number of each employee eligible for the bargaining unit within 10 days of the employee's hire date.

ARTICLE 5

UNION REPRESENTATION

Section 5.1 The Employer agrees to admit not more than two (2) Union Business Representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday.

The Business Representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein, providing the Union Representative gives reasonable notice and shall identify himself and obtain clearance from the Employer's designated representatives before contacting an employee.

Section 5.2 The Union shall submit in writing the names of two (2) employees who are selected to act as stewards for processing grievances as outlined in the Grievance Procedure. The Employer shall recognize as Union Representatives the Chief Steward of the Local, or in his absence, the Alternate Stewards, who are all employees in the bargaining unit. Stewards shall be recognized as representatives as provided herein.

Section 5.3 The Union shall provide to the Employer an official roster of its Business Representatives and Local Union Stewards which is to be kept at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Union office held

No employee shall be recognized by the Employer as a Union Representative until the Union has presented the Employer with written certification of that person's selection.

Section 5.4 Union Representatives shall be permitted time off their jobs with pay to be present at grievance hearings and will be permitted reasonable time during duty hours without loss of pay or benefits to investigate and process grievances after first notifying and receiving permission from his/her immediate supervisor. Such permission shall not be unreasonably withheld. Time spent as a Union Representative shall not be considered in determining entitlement to overtime pay. The investigation shall be limited to a reasonable amount of time in order not to interfere with the Employer's services. The Stewards shall use their best efforts to conduct investigations during their breaks.

Section 5.5 SMHA will continue the "on duty pay" for all committee people for the purposes of contract negotiations. SMHA will continue the "on duty pay" for union members of the Labor Management Committee for periods when such meetings are called.

Section 5.6 SMHA will continue the "on duty pay" of any witnesses called under the grievance procedure and for the union steward required to be present at any step of the grievance procedure.

Section 5.7 All “on duty pay” will be straight time.

The Union shall maintain a log of the time spent on grievance matters while on duty. Upon request, the Union shall make this log available to the Employer.

Section 5.8 Bulletin Boards

SMHA shall provide space for a bulletin board convenient to employees for the exclusive use of the union. No scandalous, profane or defamatory items will be posted on the bulletin board.

ARTICLE 6

DUES CHECK-OFF AND FAIR SHARE

Section 6.1 Union Dues and Deductions

Employer will deduct from the wages and remit to the Union, the regular monthly Union dues and fees of such Union 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, Employer will deduct the amount from the employee’s next regular pay where the amount earned is sufficient.

Section 6.2 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 fee amount shall be certified to the Employer 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 serving or retaining employment or receiving any benefits under this Agreement. The Union will indemnify and save harmless the Employer and its agents and employees from any action growing out of deductions hereunder and commenced by an employee or anyone else against Employer or Employer 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 the Employer’s designated representative for collective bargaining with a copy of the Union’s fair share fee procedure.

Employer will deduct from the wages the fair share fee of non-members. Deductions shall be made from the biweekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the Employer will deduct the amount from the employee's next regular pay where the amount is sufficient. All deductions shall be transmitted to the Union 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.

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

- A. Alphabetical list of Union members from who deductions were made; the name, address, social security number of each member and the amount deducted;
- B. Alphabetical list of fair share fee employees from whom deductions were made; the name, address, social security number of each employee and the amount deducted;
- C. 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 6.3

Any employee desiring to withdraw his/her authorization of payroll deduction of Union dues may do so by notifying the Employer and Union in writing of his/her desire within 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.

ARTICLE 7

NON-DISCRIMINATION

Section 7.1 The Employer and the Union agree not to discriminate against any employee(s) on the basis of age, sex, sexual orientation, race, color, creed, disability, marital status, national origin, political affiliation, or involvement or non-involvement with the Union.

Section 7.2 All references to employees in this Agreement designated by both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 8

JOB POSTING AND BIDDING

Section 8.1 The parties agree that all appointments to positions covered by this Agreement with the exception of original hires shall be filled in accordance with this Article.

Section 8.2 These provisions shall apply when a vacancy exists in the bargaining unit and the Employer intends to fill the vacancy. The Employer has the sole discretion to determine if a vacancy shall be filled.

Section 8.3 A notice of the vacancy will be posted on the Agency bulletin board for a period of not less than five (5) working days. The Employer will provide a copy of the notice to the Union. During the posting period, anyone wishing to apply shall indicate in writing to the Executive Director or the Executive Director's assistant during the posting period. The Employer may advertise a notice of the opening and accept applications from outside the bargaining unit during the posting period. The Employer shall not be obligated to consider any application not timely filed or applicants who do not meet the minimum qualifications. An employee may submit the notice of intent for another employee.

Section 8.4 The posting shall contain the opening and closing date for application, the classification, title, rate of pay, job description, education requirements and desired qualifications.

Section 8.5 SMHA will make a reasonable effort to promote from within. If two or more applicants are equally qualified, internal applicants shall be preferred to outside applicants and more senior internal applicants to less senior internal applicants.

Section 8.6 The Agency shall notify all applicants of the selection as soon as practicable. Upon written request, the Employer shall provide an employee who has not been chosen for the position the reason why the employee was not chosen.

Section 8.7 Due to the nature of a position and in order to prevent interruption of service, the Employer shall have the right to fill a position or make transfers on a temporary basis until such time as the selection of a permanent employee is made to fill the position. The Employer will limit such temporary assignments or transfers to one (1) year, except in cases of vacancies resulting from approved leave. Any employee transferred to fill a position in a higher classification shall receive the rate of pay of that classification.

Section 8.8 This section does not apply to a person in a probationary period.

ARTICLE 9

PROBATIONARY PERIOD

Section 9.1 All newly hired employees shall be subject to a probationary period of 180 days. Employees may be discharged, with or without cause, during this initial probationary period.

Section 9.2 Employees who are promoted or reclassified shall be subject to a probationary period of 60 days. If, in the sole judgment of SMHA, an employee's performance during this promotional probationary period is not satisfactory, SMHA may return the employee to the employee's previous position, if it is still vacant. If the employee's previous position has been filled the employee will be assigned to a position at the employee's former grade and step.

ARTICLE 10

JOB DESCRIPTIONS

SMHA shall provide the Union with copies of current job descriptions for positions within the bargaining unit and will provide copies to the Union prior to implementing any changes.

ARTICLE 11

LABOR-MANAGEMENT MEETINGS

Section 11.1 Labor-Management ("L/M") meetings for important matters will be arranged between the Local and the Employer upon request of either party. Meetings will be held no more than once every thirty (30) days except upon mutual agreement of the parties. Such meetings shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union. Arrangements for such L/M meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at least 24 hours prior to the time the meeting is scheduled. Matters taken up in L/M meetings shall be confined to those included in the agenda.

A regular quarterly L/M meeting will be held between Employer and Union representatives to discuss the matters of concern. Agenda items will be submitted by either party at least forty-eight (48) hours in advance, or such L/M meeting will be considered canceled by mutual agreement between the Local Union and the Employer. This quarterly meeting shall be held (unless otherwise mutually agreed) in January, April, July, and October, time and location shall be mutually set by both parties.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 12.1

There shall be an earnest and honest effort to settle differences and disputes promptly; if any controversy or difference arises between an employee and the Employer and/or the Union and the Employer with respect to appropriateness of discipline or interpretation or application of this Agreement then such controversies or differences shall be resolved as follows:

STEP 1: The employee or group of employees will present their grievance to the employee's supervisor in an attempt to resolve the dispute. This will be done within five (5) working days of the time, the fact(s) giving rise to the grievance occurred or the time the employee should have become aware of the alleged grievance. The supervisor will reply to the Union or the aggrieved by the end of the next working day after it has been presented to the supervisor. If the aggrieved employee does not refer the grievance to the second step of the procedure within three (3) working days after the receipt of the decision rendered in this step, it shall be considered satisfactorily resolved.

STEP 2: If the problem is not resolved to the employee or employees' satisfaction, the grievance shall be presented in writing to the employee's supervisor by the employee(s) and/or Union representative. The supervisor shall render a decision within two (2) working days from the time the supervisor receives the grievance in writing. If the supervisor has failed to reply within two (2) working days, the Union may proceed to the third step by written notice to the Executive Director made within the next three (3) working days. If the grievance is not referred to the third step of the procedure within the next three (3) working days of the receipt of the supervisor's reply, it shall be considered to be satisfactorily resolved.

STEP 3: The grievance shall be submitted to the Executive Director. The Executive Director or his or her designee shall investigate and hold a grievance meeting. The Executive Director shall reply to the Union and the employee in writing within five (5) working days after the close of the hearing. Both the Union and the Employer shall have the right to call such witnesses as are necessary to the investigation of the grievance. If a written notice of intent to file under the arbitration procedure, Step 4, is not received by the Executive Director within ten (10) working days from the date of the Executive Director's decision, the grievance shall be considered satisfactorily resolved.

STEP 4: Arbitration. In the event the parties are unable to resolve the grievance with the Federal Mediator, that grievance may be appealed to arbitration provided written notice of appeal is filed by the Union with the Executive Director within ten (10) working days of the conclusion of the mediation proceedings.

- A. If the grievance is appealed to arbitration, the Union and the Employer by mutual agreement will 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 alternatively 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 the Employer, the Union and the employee. The full cost of the arbitrator's service and expenses shall be shared equally by the Employer and the Union.
- 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 the Employer during the time periods limited by the Grievance Procedure, less the following:
 - 1. Any unemployment compensation with the employee is not obligated to repay or which the employee is obligated to repay but has not repaid nor authorized the Employer to repay on his behalf; and
 - 2. Any other compensation earned by the employee since the time the employee last worked for the Employer.

Section 12.2 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 file with the Executive Director 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 12.3 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 the Employer or the Union. Nor shall he exercise any responsibility or function of the Employer or the Union.

Section 12.4 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.

ARTICLE 13

PERSONNEL FILES

Personnel files shall be maintained for all employees and shall contain pertinent information as to employment, references, performance, classification, evaluation, promotions, disciplinary actions, and similar items. All records included in an employee's personnel file, including records of reprimands, suspensions and other infractions shall remain a permanent part of the personnel file.

Any employee may attach to records concerning infractions a statement noting disagreement with the infraction and reciting the basis for the disagreement.

An employee may review his/her personnel file upon request with a two (2) day notice, and have a Union official present during such review.

An employee is entitled to receive a copy of disciplinary actions. Documents placed in the personnel files shall be signed and dated.

ARTICLE 14

TRANSPORTATION

Management reserves the right to assign vehicles. Employees, who drive vehicles, whether or not they belong to SMHA or are driven under a mileage reimbursement plan, must have a valid driver's license and maintain a driving record acceptable under SMHA Personnel Policy 12.M as it existed as of May 18, 2004.

The employee shall be suspended without pay for up to thirty (30) days if the employee's drivers' license is suspended or the employee fails to maintain valid driving privileges. If the employee is unable to provide a valid drivers' license at the end of the suspension period, the employee 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 15

SAFETY AND HEALTH

The Employer and the Union agree that the safety and health of all employees are matters of the highest importance and each will cooperate in an effort to prevent injury.

The Union agrees the careful observance of safe working practices and Employer safety rules are a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of Employer safety rules subjects the offending employee to disciplinary action.

The Union shall be entitled to two (2) representatives on SMHA's Safety Committee. The committee will meet four (4) times each calendar year, unless the members of the committee agree that a meeting is unnecessary. Meetings of the Safety Committee will be held during regular working hours.

In the event SMHA closes the agency due to inclement weather, employees may use personal or annual (vacation) leave, if available, to cover their absences. If employees do not have personal or annual leave available, the absence from work will be without pay. If the employee is already at work and the Executive Director, in the exercise of his/her sole discretion, determines to send employees home early, such employees will be paid for the balance of their regular work day.

ARTICLE 16

HOURS OF WORK

Section 16.1 The normal work schedule shall consist of five (5) consecutive work days (Monday through Friday) of eight (8) hours each. The normal lunch period (unpaid) shall be one-half hour.

Section 16.2 The standard work hours shall be 8:00 a.m. to 4:30 p.m. Management may elect to keep the front office open until 5:00 p.m. In such event, Management and the Union will meet to confer in an effort to determine which employees (not to exceed two (2) employees) will be required to stay until 5:00 p.m. Each employee may take a morning and afternoon break of fifteen (15) minutes each. Breaks will be scheduled by agreement with the supervisor. Supervisors shall grant a request by an employee for the employee's break to abut the lunch period.

Section 16.3 In addition to the standard work hours set forth in Section 16.2, an employee may choose to start work between the hours of 8:00 and 8:30 a.m., and must then work a full 7.5 shift. Other Alternative work hours may be arranged by agreement between the employee and the supervisor with the approval of the Executive Director.

ARTICLE 17

OVERTIME

Section 17.1 Employees who are authorized and directed by their supervisor to work in excess of forty (40) hours per week will receive overtime pay at the rate of time and one-half.

Section 17.2 Overtime shall be rounded to the nearest quarter hour.

Section 17.3 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.

Section 17.4 An employee who earns overtime compensation may elect to receive compensatory time off with pay in lieu of cash compensation. Compensatory time off must be scheduled with the consent of the supervisor and used within ninety (90) days of the date it was earned. No employee may carry compensatory time in excess of one hundred (100) hours.

Section 17.5 An employee called into work at a time disconnected from the employee's regular shift shall be paid a minimum of two (2) hours pay at the applicable overtime rate.

ARTICLE 18

VACATION

Section 18.1 Accrual

The schedule of earned vacation shall be as follows:

Completed years of Service with SMHA

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

Employees who have been in continuous service with SMHA since December 31, 1996, shall be permitted to carry over a maximum of three hundred (300) hours of unused vacation leave from one calendar year to the next. All other employees shall be limited to one hundred sixty (160) hours.

Section 18.2 Scheduling

Vacations shall be scheduled with the consent of the supervisor, on a first-come, first-served basis. A minimum of three (3) work days advance notification of scheduling is required. Cancellations must be made at least two (2) work days prior to the scheduled vacation.

ARTICLE 21

SICK LEAVE

Section 21.1 Accrual Rate

All employees accrue sick leave at the rate of one and one quarter (1 ¼) days per month of completed service. Employees on paid sick leave will continue to accrue vacation time.

Section 21.2 Maximum Carry-Over Balance

Employees in the bargaining unit may carry over a maximum of 600 hours of sick leave from year to year. The carry-over transfer date is January 1 of each year.

Section 21.3 Usage

Sick leave may be granted for reasonable periods of time under the following circumstances with approval of the Supervisor. One (1) hour increments are allowed:

- A. Illness, injury, or exposure of an 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 in cases where the personal care and attention of the employee is reasonably required.
- C. Medical, dental, or optical examination or treatment of the employee or a member of the employee's immediate family, where the personal care and attention of the employee is reasonably required.
- 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 parents, grandparents, sister, brother, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, spouse, child, spouse's grandparent, grandchild, step-parent, step-child, half-brother, half-sister, a legal guardian or other person who stands in the place of a parent (*loco parentis*), and a significant other. Sick leave in this case will be limited to five (5) days and will be allocated by the supervisor according to the circumstances involved.
- E. When the employee leaves work because of sickness or injury and does not return to the shift following medical treatment, the balance of their shift will be charged to sick leave. Work time credit will be given for those hours worked during the shift.

Section 21.4 Daily Call-In

Employees who are unable to work and are requesting sick leave must notify the designated person at SMHA at least one-half hour prior to their scheduled starting time on each day of absence, unless earlier authorization has been given. An employee may be excused from the daily call-in requirement in cases of hospitalization, or other circumstances where a long-term absence is expected. In such cases, the employee shall keep SMHA informed as to the expected return-to-work date.

Section 21.5 Doctor's Certificate

SMHA may require a doctor's certification for time taken off for sick leave, if a pattern of abuse can be established (*e.g.*, days to extend holidays or weekends.) SMHA may require a doctor's certificate showing that the employee is able to return to work if the absence exceeds three (3) work days. In addition, SMHA may require an examination and report by a physician it selects, at its expense at any time.

Section 21.6 Payout of Unused Sick Leave

Upon retirement from service with SMHA (disability or service retirement), the employee will receive a lump sum payout of unused sick leave according to the chart below. In the event of the employee's death, unused sick leave will be paid to the employee's beneficiary or estate.

The amount of sick leave available for payout consideration will be the employee's actual sick leave balance on the date of retirement, up to a maximum of 600 hours.

Sick leave conversion calculations are based on the following formula:

| <u>Years of Service with SMHA</u> | <u>Percentage</u> | <u>Of Hours in Excess of</u> |
|--|--------------------------|-------------------------------------|
| 0-5 | 0% | |
| 5-10 | 65% | 250 |
| 10-15 | 70% | 200 |
| 15-25 | 75% | 175 |
| 25-30 | 80% | 150 |
| 30+ | 90% | 100 |

Sick leave payouts shall only apply to employees who are eligible for and actually retire from service through the Ohio Public Employee's Retirement System ("OPERS") under the service or disability retirement programs. Upon proof of retirement, SMHA will arrange for the sick leave conversion payment 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 reduce the employee's balance to zero.

Section 21.7 Wellness Incentive

Effective January 1, 2011, the Employer 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 ½ days (12 hours) personal leave for the next wellness period. The Wellness Incentive personal day and ½ shall be in addition to the three (3) days of personal leave provided under Article 19 but shall be administered in accordance with the terms and conditions of Article 19.

ARTICLE 22

LEAVES OF ABSENCE

Section 22.1 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.

The Employer shall continue to pay its share of the health insurance premium for employees taking such leave(s) of absence for the length of the leave, up to 12 weeks.

Section 22.2 The Executive Director may grant a leave of absence without pay up to six (6) months. An employee requesting a leave of absence shall submit the request in writing, stating the reasons and the dates for which such leave is being requested.

If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the Executive Director may cancel the leave and direct the employee to report to work through written notice. An employee, who fails to return to work within three (3) working days of completion of, or written cancellation of leave of absence, without providing an explanation which is acceptable to the Executive Director, may be removed from service.

Any employee on leave without pay status does not accrue annual leave during that period and is required to reimburse SMHA for the costs of his/her medical/hospital insurance and life insurance.

Section 22.3 Employees are entitled to military leave in accordance with applicable law.

Section 22.4 Jury Duty. An employee of SMHA shall be entitled to paid leave when subpoenaed to appear for jury duty by the United States, the State of Ohio, or any political subdivision thereof, during the employee’s regular working hours, provided the employee returns to SMHA any payments received from the courts for his/her services. An employee must report to work immediately following dismissal from jury duty on each day of jury duty, unless dismissal occurs after 3:30 p.m.

Section 22.5 Jury Duty Certification. In order for an employee to receive payment from SMHA in accordance with this policy, the employee must secure written certification from the Clerk of the Court, evidencing the fact that the employee was required to serve.

Section 22.6 Court Witness. An employee subpoenaed as a witness in a matter unrelated to his/her employment with SMHA shall not be entitled to paid leave from the SMHA. The employee will be allowed to retain any witness fee that he/she receives from the Court. The employee may utilize any paid leave time to which he/she is entitled, other than sick leave to cover the period of time he/she spends as court witness.

If an employee is subpoenaed as a court witness resulting from the employment with the SMHA, such service will be regarded as paid work time and no payroll notation need be made. Witness fees, however, must be returned to SMHA. The employee shall obtain approval from his/her supervisor before attending court as a witness.

Section 22.7 Employees who are on a leave of absence without pay are not entitled to accrue vacation leave, sick leave or other benefits under this Agreement.

ARTICLE 23

WAGES

Section 23.1 The regular hourly wage for employees is set forth in the wage tables, [at Appendix I](#), which are attached to this Agreement. The tables represent the following wage increases for the contract period:

- 3% increase in year 1 of the agreement (2017)
- 2% increase in year 2 of the agreement (2018)
- 3% increase in year 3 of the agreement (2019)

Section 23.2

- A. Upon successful completion of the initial probationary period, an employee shall progress from Step A to Step B. Subsequent progression shall occur upon successful completion of one year of satisfactory performance.

Performance evaluations are used to determine satisfactory performance for step increases. These evaluations will take into effect, when relevant to the evaluation, additional job assignments, whether the employee has received training, and whether the employee received notice of prior performance issues.

- B. An employee promoted or reclassified to an equal or higher grade will be placed on the pay table at the lowest step in the new pay grade which provides for higher compensation than the employee's previous grade and step. Such an employee will move to the next step within the new pay grade on each anniversary of the employee's date of promotion or reclassification until the employee reaches the top step in the new pay grade, provided that his or her performance has been satisfactory.

- C. An employee who does not receive a step increase because of less than satisfactory performance shall be reevaluated six months after the anniversary date set out above. If the step increase is granted at this time, a new anniversary date is then created for future step increases.

ARTICLE 24

INSURANCE

Section 24.1 SMHA will make available to bargaining unit employees the medical/hospital insurance plan for employees and their dependents known as the Michigan Conference of Teamsters Plan 825, in accordance with the attached Schedule of Benefits.

Section 24.2 The cost of the health care plan, excluding any dental and/or optical coverage shall be paid as follows:

1. SMHA shall pay 80% of the premium for the coverage (single, employee plus children, employee plus spouse, or family) selected by the employee.
2. Employees will pay, by wage withholding, the remaining 20%.

Section 24.3 Dental/Optical. SMHA will make available to bargaining unit employees, the dental/optical insurance plan for employees and their dependents known as the Michigan Conference of Teamsters Plan 825, in accordance with the attached Schedule of Benefits.

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

Section 24.4 SMHA and bargaining unit employees will participate with other employee groups in a healthcare study committee, prior to any plan renewal, in order to explore the availability and effects of different health care plans. The committee shall convene and explore available plans, the costs of such plans, and other factors in order to arrive at a recommendation to the Board of Commissioners as to a new healthcare plan to be implemented by the Board. The Board of Commissioners 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 committee.

Section 24.5 SMHA will pay the full cost of group term life insurance. The benefit amount shall be \$50,000 for employees under 65 years of age with a 33% reduction at age 65 and a further reduction at age 70.

Section 24.6 SMHA will provide a health reimbursement arrangement providing for up to seventy-five dollars (\$75.00) 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.

Section 24.7 Bargaining unit employees will be enrolled in the Short Term Disability Insurance plan on the same terms and conditions as employees outside the bargaining unit. The benefits payable under the short term disability policy will be 66% of an employee's weekly earnings up to a maximum of \$500.00 per week for 26 weeks. Details regarding the Short Term Disability Benefits are available in the Summary Plan Description for the benefit plan.

ARTICLE 25

NO STRIKE/NO LOCKOUT

In as much as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Springfield.

A. The Union agrees during the term of this Agreement that neither it, its officers, agents, representatives, members nor any employees will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, sympathy strike, or any other interruption of operations or services of the Employer. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately issue mailgrams to all Union members over the signature of an unauthorized representative of the Union to the effect that a violation is in process and such mailgrams shall instruct all employees to immediately return to work. A copy of the mailgram shall be directed to the Employer. Any employee who participates or promotes such strike activities as previously outlined, may be disciplined up to and including discharge and only the question of whether or not he did in fact participate in or promote such action shall be subject to the Grievance Procedure.

B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the collective bargaining unit, unless those members shall have violated Section A of this Article.

ARTICLE 26

WAIVER IN CASE OF EMERGENCY

Section 26.1 In case of publicly declared emergency, defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Appointing Authority:

- a. Time limits for replies on grievance; and
- b. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 26.2 Upon the termination of the emergency, any grievance with arose out of the suspension of work rules, agreements and practices during the emergency, or where time limits were waived due to the emergency, shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 27

SAVINGS CLAUSE

Application of Laws. This Agreement represents the entire agreement between the parties and to the extent inconsistent, shall supersede any or all rules and regulations of the Ohio Department of Administrative Services or its successor and all civil service statutes, rules, and regulations pertaining to wages, hours and terms and conditions of employment except statute. If any provision of this Agreement is held to be unlawful by a court of law, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is held to be unlawful by a court of law, both parties to the Agreement shall meet within (30) days for the purpose of reopening negotiations on the unlawful provisions involved.

It is expressly understood by the parties that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 28

LAYOFF AND RECALL

If SMHA determines that it is necessary to lay off employees in the bargaining unit, it shall notify the union in writing of the job classifications affected by the layoff. Such notification shall be given not less than fifteen (15) days prior to the effective date.

Within each affected classification, part-time employees shall be laid off first, followed by probationary employees. Full-time non-probationary employees within each affected classification shall be laid off in order of their seniority, from least senior to most senior.

In the event a layoff occurs, the affected employee(s) may bump employees in any equal or lower paying classification within the bargaining unit who have less seniority provided that the bumping employee has previously held the position of the employee displaced. The affected employee who is eligible to bump shall notify SMHA in writing of his/her decision within five (5) working days of receiving the notification of layoff, including the position to which he or she is bumping. The employee who is bumped may then exercise bumping rights if any.

Employees may bump into positions in an equal or lower paying classification which they have not previously held, provided they have demonstrated the minimum qualifications for the position and subject to the successful completion of ninety (90) calendar days probationary period in the new position. If the employee does not successfully complete the probationary period, he/she may be laid off.

An employee who bumps into a lower paying classification will be recognized as in a step equivalent to his/her previous rate of pay. If no equivalent step or rate of pay exists, an employee will nonetheless retain his/her previous rate of pay. The employee shall not advance to a new step or rate of pay until the classification step increases beyond the employee's actual pay rate.

If a recall occurs within two years of the effective date of the layoff, employees will be recalled in reverse order of their layoff.

ARTICLE 29

DISCIPLINE

Section 29.1

Disciplinary action shall be taken by SMHA only for just cause. When discipline is for just cause, SMHA shall have thirty (30) working days from discovery of the conduct warranting such discipline to initiate the disciplinary action.

Section 29.2

The principles of progressive discipline shall be utilized in the administration of this Contract. An employee and the Union shall be given notice on the basis of the allegation, his 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 at the time he 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.

ARTICLE 30

UNIFORMS

SMHA will provide five (5) shirts and one (1) hat bearing the SMHA name or logo to the Housing Inspector for use in conducting on-site inspections on behalf of SMHA. SMHA is obligated to follow all laws and regulations with regard to the taxable treatment of these items. The employee is responsible for laundering the uniform pieces and maintaining them in good condition. Replacement of worn or damaged items may be requested on an as-needed basis, but no more than once per year. Replacement items must be approved by the Executive Director.

ARTICLE 31

EFFECTIVE DATE

This agreement will be in effect from the date of ratification through December 31, 2019, except as otherwise provided in this Agreement.

FOR THE EMPLOYER:

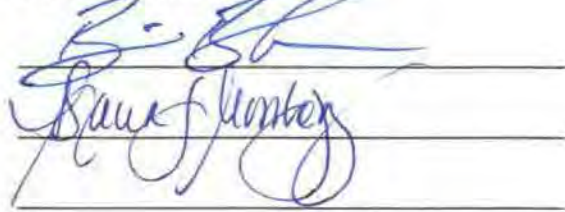


Stephanie Cameron

Date:

1/27/17

FOR THE UNION:



Paul J. Montoya

Date:

1/27/2017

Wage Tables

Wage Table for 2017-2019 Contract

2017

3%

| Job Title | Grade | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H |
|---|-------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Receptionist | 2 | \$ 12.997 | \$ 13.601 | \$ 14.240 | \$ 14.907 | \$ 15.610 | \$ 16.347 | \$ 17.121 | \$ 17.933 |
| | | \$27,032.80 | \$28,290.39 | \$29,618.68 | \$31,006.96 | \$32,468.07 | \$34,002.03 | \$35,610.97 | \$37,301.33 |
| Procurement Assistant Application & Referral Specialist HCV Program Specialist | 3 | \$ 14.240 | \$ 14.908 | \$ 15.612 | \$ 16.348 | \$ 17.122 | \$ 17.934 | \$ 18.789 | \$ 19.685 |
| | | \$29,618.68 | \$31,009.10 | \$32,472.36 | \$34,004.17 | \$35,613.12 | \$37,303.47 | \$39,081.66 | \$40,945.55 |
| Housing Inspector Procurement Specialist | 4 | \$ 15.610 | \$ 16.347 | \$ 17.121 | \$ 17.933 | \$ 18.788 | \$ 19.684 | \$ 20.626 | \$ 21.615 |
| | | \$32,468.07 | \$34,002.03 | \$35,610.97 | \$37,301.33 | \$39,079.52 | \$40,943.41 | \$42,901.56 | \$44,958.26 |
| Assisted Housing Case Manager Finance Specialist Lincoln Park Service Coordinator | 5 | \$ 17.110 | \$ 17.932 | \$ 18.787 | \$ 19.683 | \$ 20.625 | \$ 21.611 | \$ 22.652 | \$ 23.738 |
| | | \$35,589.55 | \$37,299.18 | \$39,077.38 | \$40,941.26 | \$42,899.42 | \$44,951.84 | \$47,115.66 | \$49,375.89 |
| Lead Section 8 Program Specialist | 6 | \$ 18.787 | \$ 19.683 | \$ 20.625 | \$ 21.611 | \$ 22.652 | \$ 23.738 | \$ 24.881 | \$ 26.085 |
| | | \$39,077.38 | \$40,941.26 | \$42,899.42 | \$44,951.84 | \$47,115.66 | \$49,375.89 | \$51,751.81 | \$54,256.28 |

Wage Table for 2017-2019 Contract

2018 2%

| Job Title | Grade | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H |
|---|-------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Receptionist | 2 | \$ 13,257 | \$ 13,873 | \$ 14,525 | \$ 15,205 | \$ 15,922 | \$ 16,674 | \$ 17,463 | \$ 18,292 |
| | | \$ 27,574.44 | \$ 28,855.88 | \$ 30,211.58 | \$ 31,626.69 | \$ 33,118.18 | \$ 34,681.80 | \$ 36,323.91 | \$ 38,046.65 |
| Procurement Assistant Application & Referral Specialist HCV Program Specialist | 3 | \$ 14,525 | \$ 15,206 | \$ 15,924 | \$ 16,675 | \$ 17,464 | \$ 18,293 | \$ 19,165 | \$ 20,079 |
| | | \$ 30,211.58 | \$ 31,628.81 | \$ 33,122.42 | \$ 34,683.92 | \$ 36,326.04 | \$ 38,048.77 | \$ 39,862.74 | \$ 41,763.70 |
| Housing Inspector Procurement Specialist | 4 | \$ 15,922 | \$ 16,674 | \$ 17,463 | \$ 18,292 | \$ 19,164 | \$ 20,078 | \$ 21,039 | \$ 22,047 |
| | | \$ 33,118.18 | \$ 34,681.80 | \$ 36,323.91 | \$ 38,046.65 | \$ 39,860.62 | \$ 41,761.57 | \$ 43,760.12 | \$ 45,858.38 |
| Assisted Housing Case Manager Finance Specialist Lincoln Park Service Coordinator | 5 | \$ 17,452 | \$ 18,291 | \$ 19,163 | \$ 20,077 | \$ 21,038 | \$ 22,043 | \$ 23,105 | \$ 24,213 |
| | | \$ 36,300.58 | \$ 38,044.53 | \$ 39,858.50 | \$ 41,759.45 | \$ 43,758.00 | \$ 45,849.90 | \$ 48,058.48 | \$ 50,382.54 |
| Lead Section 8 Program Specialist | 6 | \$ 19,163 | \$ 20,077 | \$ 21,038 | \$ 22,043 | \$ 23,105 | \$ 24,213 | \$ 25,379 | \$ 26,607 |
| | | \$ 39,858.50 | \$ 41,759.45 | \$ 43,758.00 | \$ 45,849.90 | \$ 48,058.48 | \$ 50,362.54 | \$ 52,787.53 | \$ 55,341.94 |

Wage Table for 2017-2019 Contract

2019

3%

| Job Title | Grade | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H |
|---|-------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Receptionist | 2 | \$ 13,655 | \$ 14,289 | \$ 14,961 | \$ 15,661 | \$ 16,400 | \$ 17,174 | \$ 17,987 | \$ 18,841 |
| | | \$ 28,401.80 | \$ 29,721.52 | \$ 31,118.36 | \$ 32,575.19 | \$ 34,111.29 | \$ 35,722.38 | \$ 37,412.73 | \$ 39,188.78 |
| Procurement Assistant Application & Referral Specialist HCV Program Specialist | 3 | \$ 14,961 | \$ 15,662 | \$ 16,402 | \$ 17,175 | \$ 17,988 | \$ 18,842 | \$ 19,740 | \$ 20,681 |
| | | \$ 31,118.36 | \$ 32,577.33 | \$ 34,115.58 | \$ 35,724.52 | \$ 37,414.87 | \$ 39,190.92 | \$ 41,059.10 | \$ 43,017.25 |
| Housing Inspector Procurement Specialist | 4 | \$ 16,400 | \$ 17,174 | \$ 17,987 | \$ 18,841 | \$ 19,739 | \$ 20,680 | \$ 21,670 | \$ 22,708 |
| | | \$ 34,111.29 | \$ 35,722.38 | \$ 37,412.73 | \$ 39,188.78 | \$ 41,058.95 | \$ 43,015.11 | \$ 45,073.95 | \$ 47,233.49 |
| Assisted Housing Case Manager Finance Specialist Lincoln Park Service Coordinator | 5 | \$ 17,976 | \$ 18,840 | \$ 19,738 | \$ 20,679 | \$ 21,669 | \$ 22,704 | \$ 23,798 | \$ 24,939 |
| | | \$ 37,389.16 | \$ 39,186.64 | \$ 41,054.81 | \$ 43,012.96 | \$ 45,071.81 | \$ 47,224.92 | \$ 49,500.15 | \$ 51,873.93 |
| Lead Section 8 Program Specialist | 6 | \$ 19,738 | \$ 20,679 | \$ 21,669 | \$ 22,704 | \$ 23,798 | \$ 24,939 | \$ 26,140 | \$ 27,405 |
| | | \$ 41,054.81 | \$ 43,012.96 | \$ 45,071.81 | \$ 47,224.92 | \$ 49,500.15 | \$ 51,873.93 | \$ 54,371.97 | \$ 57,002.84 |

INSURANCE ADDENDUM

Springfield Metropolitan Housing Authority (“SMHA”) and Teamsters, Local 284 (the “Union”) hereby supplement the collective bargaining agreement (the “Agreement”) entered into between the parties, effective January 1, 2017, with the following information regarding the insurance benefits that will be available to employees during the contract term.

WHEREAS, SMHA and the Union are parties to a collective bargaining agreement effective January 1, 2017 through December 31, 2019 (the “Agreement”); and

WHEREAS, pursuant to Article 24, Section 24.4 of the Agreement, the parties participated with other employee groups in a healthcare study committee and reviewed the renewal information for the current benefit plan in comparison with quotes received from three other insurance carriers. The other quotes were not competitive. As such, the committee recommended to the Executive Director of SMHA that all eligible SMHA employees, including employees in the bargaining unit, have the option of participating in the existing insurance plan through the Michigan Conference of Teamsters Insurance Fund (the “Fund”), Plan 825 New Key 1b Cafeteria Plan, in accordance with the attached Schedule of Benefits; and

WHEREAS, such recommendation was accepted by the Board and will be implemented on or about December 30, 2016; and

NOW THEREFORE, BE IT RESOLVED, that Article 24, Sections 24.1 through 24.3 of the Agreement are supplemented with the following information as required by the Fund:

All eligible full-time employees (defined as Employees working an average of 30 hours or more per week, measured as prescribed by the full-time employee determination provisions of the Affordable Care Act) may enroll in the 825 Benefit Plan as provided by the Michigan Conference of Teamsters Welfare Fund (hereinafter “M.C.T.W.F”). The 825 Benefit Plan also includes prescription drug benefits, dental, and optical coverage, as described in the Schedule of Benefits.

M.C.T.W.F. has guaranteed premium (contribution) rates through the March 31, 2019 benefit year. SMHA will tender to the Fund 100% of all premiums for each eligible employee enrolled in the Plan. The cost of the premiums (contributions) shall be divided between SMHA and bargaining unit employees in accordance with Article 24, Section 24.2 of this Agreement. (80% of the premium will be paid by SMHA and 20% of the premium will be paid by the employee).

The following are the guaranteed weekly rates quoted by the Fund:



Benefit Package 825
New Key 1b, \$10/\$20/\$35 Prescription, Dental & Optical Package 1

| BENEFIT OPTION | BENEFIT LEVEL | TIER 1 EMPLOYEE ONLY | TIER 2 EMPLOYEE PLUS ANY CHILDREN | TIER 3 EMPLOYEE PLUS SPOUSE | TIER 4 FAMILY |
|-----------------------------------|--|----------------------------|--|-----------------------------------|------------------|
| Effective Date: 04/01/16 | | | | | |
| Base Medical Benefits | New Key 1b | \$99.90 | \$199.80 | \$299.75 | \$299.70 |
| Prescription Drug Benefits | New R2: \$10/\$20/\$35 | \$21.15 | \$42.25 | \$50.75 | \$63.40 |
| Dental & Optical Benefits | Dental & Optical Package 1 (D&O1) | \$15.25 | \$30.50 | \$36.60 | \$46.75 |
| Package 825 | Total Weekly Rate Eff. 04/01/16 | \$136.30 | \$272.55 | \$327.10 | \$408.85 |
| Effective Date: 04/01/17 | | | | | |
| Base Medical Benefits | New Key 1b | \$104.40 | \$208.80 | \$250.55 | \$313.20 |
| Prescription Drug Benefits | New R2: \$10/\$20/\$35 | \$23.80 | \$47.25 | \$56.70 | \$70.85 |
| Dental & Optical Benefits | Dental & Optical Package 1 (D&O1) | \$15.25 | \$30.45 | \$36.65 | \$46.70 |
| Package 825 | Total Weekly Rate Eff. 04/01/17 | \$143.25 | \$286.50 | \$343.80 | \$429.75 |
| Effective Date: 04/01/18 | | | | | |
| Base Medical Benefits | New Key 1b | \$104.00 | \$208.05 | \$249.65 | \$312.05 |
| Prescription Drug Benefits | New R2: \$10/\$20/\$35 | \$21.50 | \$43.75 | \$52.50 | \$66.65 |
| Dental & Optical Benefits | Dental & Optical Package 1 (D&O1) | \$15.10 | \$30.15 | \$36.20 | \$45.25 |
| Package 825 | Total Weekly Rate Eff. 04/01/18 | \$141.00 | \$281.95 | \$338.35 | \$422.95 |
| Effective Date: 03/31/2019 | | | | | |
| Base Medical Benefits | New Key 1b | \$103.75 | \$207.55 | \$249.05 | \$311.30 |
| Prescription Drug Benefits | New R2: \$10/\$20/\$35 | \$26.40 | \$52.75 | \$63.35 | \$79.15 |
| Dental & Optical Benefits | Dental & Optical Package 1 (D&O1) | \$13.60 | \$27.15 | \$32.60 | \$40.75 |
| Package 825 | Total Weekly Rate Eff. 03/31/19 | \$143.75 | \$287.45 | \$345.00 | \$431.20 |

Springfield Metropolitan Housing Authority
Teamster Local Union 284
October 2016

Contributions will be made on behalf of an employee whose absence from the job is due to an off-the job injury/illness for *the lesser of* four (4) weeks following the week in which the injury/illness occurred, the duration of the absence, or as per Article 22.1 Leaves of Absence.

Contributions will be made on behalf of an employee whose absence from the job is due to an on-the-job injury/illness, (*i.e.*, eligible for workers' compensation benefits) *the lesser of* twenty-six (26) weeks following the week in which the injury/illness occurred or the duration of the absence.

Contributions will be made for each week on behalf of an employee who worked or is compensated for any portion of the contribution week.

Contributions will be made on behalf of an employee whose absence from the job is due to Military duty for the first four (4) weeks following the week in which military duty commenced.

Participation Opt Outs for participants and dependents shall be in accordance with M.C.T.W.F. opt-out rules and the opt-out agreement(s) between SMHA and the Fund.

Effective at the conclusion of the participation agreement, the parties will engage in negotiations for insurance benefits in accordance with the procedures set forth in this Agreement.

All issues as to eligibility (of employees or dependents) and all matters involving benefit administration shall be solely the responsibility of M.C.T.W.F. Any disagreements as to such matters will be solely the subject of determination by and the appeal process of M.C.T.W.F. SMHA shall have no responsibility for such matters and no dispute arising from such matters shall be subject to the dispute resolution procedures of this Agreement.

FOR THE EMPLOYER:



Date: 1/27/17

FOR THE UNION:



Date: 1/27/2017