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AGREEMENT BETWEEN
ERIE METROPOLITAN HOUSING AUTHORITY

and

AFSCME Local 3095

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
OHIO COUNCIL 8, AFL-CIO

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ARTICLE I
PREAMBLE

This agreement entered into by the Erie Metropolitan Housing Authority, hereinafter referred to as the Employer, and Ohio Council 8, American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, and its appropriate Local Union, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolutions of differences; and the establishment of rates of pay, hours of work, benefits, salaries, wages and other terms and conditions of employment.

ARTICLE 2
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1. There shall be no discrimination or intimidation by the Employer or the Union against any employee on the basis of age, sex, marital status, race, color, national origin, disability, religion, veteran/military status, genetic information, citizenship, or membership or non-membership in the Union.

Section 2. Particularly, it is the express intent of the parties to this Agreement that it shall not be interpreted in such a manner as to constitute a violation of any law.

Section 3. References to the masculine gender are intended to be construed to also include the feminine gender wherever they appear throughout the Agreement. References to the masculine gender are intended to be construed to also include the feminine gender wherever they appear throughout the Agreement.

ARTICLE 3
RECOGNITION

Section 1. A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing rates of pay, hours of work, benefits and other terms and conditions of employment for all regular part-time and full-time employees of the Employer.

B. Those positions included in the bargaining unit are the following:

Case Manager, Special Project Coordinator/Receptionist*, Work Order Clerk/Receptionist, Maintenance Mechanic 1, 2, and 3, and Inspector. Excluded from the bargaining unit are: all management level, supervisory and confidential employees as defined by S.E.R.B. including: Executive Director, Finance Director, Chief Accountant, Account, Section 8 Director, Resident Services Director, Senior Center Director, Chief Housing Inspector, Maintenance Coordinator, Site Supervisors, Administrative Secretary, High-Rise Security Guard and all employees of the Erie County Senior Center.
*Position is acknowledged as inactive.

C. If a new job is created it shall become part of the bargaining unit, except those excluded per O.R.C. 4117, as defined above.

If a new position or classification is created within the agency, the Employer shall determine whether the new position or classification will be included in or excluded from the bargaining unit and shall so advise the Union in writing within thirty (30) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union.

The parties agree that positions to be included into the bargaining unit shall be jointly petitioned to the State Employment Relations Board.

The joint petition will be prepared by the General Counsel of AFSCME Ohio Council 8. Both parties will sign said petition and the AFSCME Ohio Council 8 General Counsel will present it to the State Employment Relations Board.

- Section 2.
- A. Full-time employees are those employees working a full work week, defined as thirty-six (36) hours or more per week.
 - B. Part-time employees are those employees working less than thirty-six (36) hours per week.
 - C. Employees will be paid every two (2) weeks.

ARTICLE 4 UNION RIGHTS

Section 1. The Employer agrees to permit Union staff representatives who are not employees of the Employer access to the Employer's premises. Such staff representatives shall also be permitted access to the Employer's facilities for any scheduled Union meeting. The Union agrees that such visitations shall not interfere with the work duties of the employees except to the extent otherwise authorized herein. Such visitations shall be for the purpose of conducting Union business which is not to be conducted during work time.

Union representatives shall conduct business in such a manner as to avoid disruption(s). However, the Employer will not deny Union representatives the right to the proper administration of this Agreement.

The Union will be allowed three (3) unpaid days per year for stewards and officers training during regular work hours. The Employer shall not unreasonably deny requests for vacation or leave without pay for this purpose. The Union will submit to the Employer the dates and times for such training at least one (1) week in advance of any such training. The Union will submit names of the Stewards, Officers and Union representatives to be involved in such training.

The Employer recognizes the Local President for purposes of investigating alleged grievances and other union activities including, but not limited to, meeting with the AFSCME representative. The Local president shall notify his immediate supervisor

prior to beginning any such activities. Those activities shall normally take place during duty hours, provided they do not conflict with operational needs.

Section 2. Upon conclusion of the employees' orientation, the Union representatives will be allowed to meet with new employees for a period not to exceed 30 minutes.

Section 3. P.E.O.P.L.E. - The Employer will deduct from the paycheck of all employees who have signed a proper legal authorization for the Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee and remit monthly to the Union all such deducted monies.

ARTICLE 5

DUES, DEDUCTIONS AND AGENCY FEES

Section 1. The Employer agrees to deduct membership dues from the wages of Union members upon presentation of a written authorization individually executed by any employee.

Section 2. All dues deductions shall be made bi-weekly from the employee's wages. Deductions shall commence with the first pay period in which dues are customarily deducted following receipt by the Employer of written authorization.

Within twenty-one (21) days after the deductions are made, the Employer shall forward all dues to the Union controller with an alphabetical list of those employees for whom payment is made, amount deducted, and a copy of the list shall be submitted to the Union's Local Treasurer.

Section 3. The Union shall notify the Employer in writing of the annual dues rate for the employees in the bargaining unit. The Union will also notify the Employer in writing of any change to that annual dues rate. The Employer agrees to implement any change in the annual dues rate within thirty (30) days after receipt of written notice from the Union.

Section 4. If requested by the Union, the Employer will provide to the Union for each employee the amount of the gross annual income as reflected on the employee's W-2 form received from the Employer for the previous year and any deferred or tax-sheltered compensation.

Section 5. Sixty (60) days following the beginning of employment, or the effective date of this Agreement, whichever is later, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of continued employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.

Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner.

Section 6. Other than to make the deductions described in this Article and forward the same to the Union, the Employer assumes no additional obligations regarding the deductions described in this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union. The Union agrees to indemnify and hold harmless the Employer from any claims, actions or proceedings by any employee arising from actions taken or not taken by the Employer pursuant to this Article. In the event of any legal action or administrative claim against the Employer as a result of the deduction of fair share fees by the Employer, the Union shall be obligated to provide a defense for the Employer and administrators through attorneys selected by the Union. The Employer and administrators agree to accept the attorneys selected by the Union for the defense of any action or claim. The Union's obligation to indemnify for legal fees shall be limited to fees and expenses incurred by attorneys selected by the Union. The Employer and administrators may select attorneys in addition to those provided by the Union at their own expense, however, the Union shall not be obligated to pay legal fees and expenses of any attorneys not selected or approved by the Union.

ARTICLE 6 MANAGEMENT RIGHTS

Section 1. Unless a public Employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public Employer to:

Determine matters of inherent managerial policy that include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;

Direct, supervise, evaluate, or hire employees;

Maintain and improve the efficiency and effectiveness of governmental operations;

Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

Determine the adequacy of the work force;

Determine the overall mission of the Employer as a unit of government;

Effectively manage the work force;

Take actions to carry out the mission of the Employer as a governmental unit.

Section 2. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 7 WORK RULES WORKING CONDITIONS

Section 1. New work rules or changes in existing work rules shall not go into effect until the Union has at least ten (10) days advance notice. An exception to this would be to ensure work rules/regulations are in compliance with the law.

Section 2. Work rules shall be applied uniformly throughout the bargaining unit.

Section 3. Copies of any existing work rules shall be provided to the Union.

Section 4. The Union agrees that the Employer has the right to establish reasonable work rules. Said rules shall not supersede the provisions of this Agreement.

ARTICLE 8 DISCIPLINE PROCEDURE

Section 1. Employer may verbally, or by e-mail, notify an employee of the need to take corrective action. However such notification shall not become part of the employee's personnel file unless further disciplinary action is necessary. If the employee fails to take corrective action, then the Employer shall takes steps as set forth in Section 2 of this Article.

Section 2. The Employer shall not take disciplinary action against an employee without just cause.

A. Where appropriate, principles of progressive and corrective discipline will be followed, using warnings and suspensions of appropriate length prior to discharge.

B. When an employee is to be disciplined, the charges shall first be reduced to writing and given to the employee and union president.

C. A pre-disciplinary conference shall be conducted within five (5) working days of the date the employee received the charges, unless the parties mutually agree to extend the time limits.

Section 3. If a resolution cannot be reached between the Employer and the Employee during the pre-disciplinary conference, a disciplinary hearing shall be conducted within three (3) working days after the pre-disciplinary conference, unless the parties mutually agree to extend the time limits.

Section 4. The employee shall have the right to be represented by a Union representative at any

pre-disciplinary conference or hearing. Where such pre-disciplinary conferences or hearings are scheduled during a Union representative's work time, no more than one (1) employee Union representative shall be released without loss of pay to attend a pre-disciplinary conference or hearing. Witnesses shall not suffer harassment or face retaliation from either the Employer or the Union for their testimony.

Section 5. The parties agree that when the charges involve a serious offense such as, but not limited to, being under the influence of drugs or alcoholic beverages, physical violence, or gross insubordination, an employee may be suspended without pay pending completion of investigation; provided that prior to the suspension without pay, a pre-disciplinary conference is scheduled before the Director or his designee with the employee represented by the Union. The Employer may suspend an employee with pay at the Employer's reasonable discretion.

Section 6. When filing a grievance, the grievance shall be submitted to the next level of supervision from which the discipline was imposed within (5) working days, as outlined in the grievance procedure.

Section 7. Deletion of Disciplinary Action from Employee's Personnel File

A. When an employee has not been disciplined for twelve (12) consecutive months, prior verbal warnings shall not be considered in determining progressive discipline or promotion and the report of verbal warning shall be removed from employee's personnel file and destroyed.

B. When an employee has not been disciplined for eighteen (18) consecutive months, prior written warnings shall not be considered in determining progressive discipline or promotion and the written warning shall be removed from employee's personnel file and destroyed.

C. When an employee has not been disciplined for twenty-four (24) consecutive months, prior suspensions shall not be considered in determining progressive discipline or promotion and the report of suspension shall be removed from employee's personnel file and destroyed.

Section 8. Due Process Rights

A. If an employee is being interviewed in an investigation that may lead to disciplinary action against the employee, the employee may request a Union representative to be present.

B. Charges must be specific enough for the employee to understand the charges and the facts that led to the charges.

Section 9. Verbal reprimands shall be given in private.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 1. A grievance is a dispute that may arise between the parties, regarding the application or interpretation of this Agreement. It is the mutual desire of the EMHA and the Union to

provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both parties to effect the resolution of grievances at the earliest step possible.

An employee may have a Union representative at any step of this grievance procedure if they so desire. No labor organization or representative of the employee other than those designated by the Union may represent the employee or be present during any step of the grievance procedure. In furtherance of this objective, this procedure shall be followed.

Step 1. When a dispute arises between the parties there shall be an informal meeting with the employee, steward/officer, supervisor, within five (5) working days of the Employer's knowledge of occurrence with the intent of resolving the dispute.

Step 2. If the grievance is unresolved in Step 1, the grievance shall be reduced to writing and shall be presented to the Director or his designee by the employee within five (5) working days after the meeting at the previous step. The Director shall convene a meeting with the employee and supervisor to discuss the parties' positions. The Director shall issue a written decision within ten (10) workdays after the meeting.

Step 3 Mediation By mutual agreement, grievance mediation may be utilized by the parties after Step 2 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request to the other party within ten (10) workdays following the Step 2 answer. If the County and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of the Union, then the Union may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration. Either party may withdraw its consent to mediate by notifying the other party in writing within ten (10) working days.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The Employer may in its discretion, determine the number and the makeup of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with either Management or the Union, but will not have the authority to compel the resolution of the grievance.

Step 4. Arbitration. Should any grievance remain unsettled after exhausting the aforementioned procedure, the employee and the Union shall, if they desire, demand arbitration within ten (10) days after failing to settle the grievance as outlined in Step 2. The arbitrator shall be appointed by mutual consent of the parties. The decision of the arbitrator shall draw its essence from the collective bargaining agreement, and shall be final and binding upon both parties. The arbitrator shall not be empowered to rule contrary to, amend, or add to or eliminate any of the provisions of this contract. The Arbitrator shall interpret this agreement and cannot add to, delete from or modify the agreement. The Arbitrator shall issue a decision within thirty (30) days.

Section 2. The grievant, witnesses, Local President, or his designee and one AFSCME Staff Representative will be permitted to attend arbitration hearings without loss of pay.

Section 3. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a panel list of seven (7) arbitrators from FMCS Area (Ohio). The parties shall alternately strike the names of the arbitrators until only one name remains. Each party shall have the opportunity to reject one list supplied by the FMCS and request another list of seven (7) names at their expense.

Section 4. All expenses incidental to the selection and participation of the arbitrator will be paid by the losing party. Fees for witnesses or court reporters shall be paid by the requesting party.

Section 5. All time lines shall be strictly adhered to. If the Employer fails to timely respond to a grievance, the dispute will automatically move to the next level of the grievance procedure. Extensions shall be in writing by mutual agreement.

ARTICLE 10 PROBATIONARY PERIOD

Section 1. Probationary Period: The probationary period for new maintenance employees shall be ninety (90) calendar days. The probationary period for new case workers, intake/receptionist, and inspectors, shall be one hundred twenty (120) days. Any employee who completes his probationary period shall be considered a regular employee. New hire employees shall have a ten (10%) percent reduction of employee's pay during the employee's probationary period.

The performance of the probationary employee shall be evaluated at least once during the first sixty (60) calendar days of said period. The supervisor will observe the probationary employee's performance at least once during the probationary

period. The extension of the probationary periods will be at the Employer's discretion. Extensions of probationary periods shall be in writing and shall not exceed thirty (30) calendar days. A newly hired probationary employee may be terminated at any time during his probationary period and shall have no access to the grievance procedure to appeal any discipline. After sixty (60) calendar days of employment, the new employee will be eligible for Union membership and representation regarding all matters except termination.

Section 2. Promotional probationary period shall be for sixty (60) calendar days. Employees shall be evaluated at least once on or about the 30th day of said 60 day period. Employees who do not pass their promotional probationary period will be returned to their former position, if it remains available. Demoted employees will serve a similar probationary period. The Employer's decision to remove a promoted or demoted employee during their probationary period shall not be arbitrary. Demoted employees shall not have a ten (10%) percent reduction during their probationary period.

ARTICLE 11 SUBCONTRACTING

The Employer can subcontract provided such subcontracting does not directly result in the layoff of Bargaining unit employees.

Except in emergencies, the Employer will contact the Union Steward or Local President for input before any decision to subcontract regarding routine work is made. However, input is not required for tasks outside the bargaining unit job descriptions. The Union will be notified before any subcontracting occurs except in an emergency. In an emergency, the Union will be notified within five (5) workdays after the job starts.

This section does not apply to situations where funding source policy precludes it.

ARTICLE 12 EVALUATION OF EMPLOYEES

Section 1. All employees will be evaluated at least annually. An original and copy of the evaluation will be given to each employee for signature and date. Employees will have the right to attach their written comments to their evaluation if they so desire. Originals of the evaluation will remain in the personnel office with a copy retained by the employee.

ARTICLE 13 LAYOFF AND RECALL

Section 1. Layoff Procedure. In the event it becomes necessary to layoff employees, it shall be due to the lack of work, financial reasons, or program changes. Regular full time employees shall be given ten (10) working days written notice of layoff indicating the circumstances that made the layoff necessary. In the event an employee is laid off, he or she shall have the option to receive payment for earned but unused vacation, and for any accumulated sick leave and comp time for which he or she is eligible.

The Employer shall notify the Union as early as possible upon the determination that layoffs are necessary. The Employer and the Union agree to meet and discuss in which classification(s) the layoff(s) will occur and the number of employees to be laid off. The Employer and the Union agree to discuss other alternatives to layoff whenever possible, including the reduction of normal work hours per week for employees.

Section 2. Recall. Employees shall be placed on a recall list for twelve (12) months. Within that period, said employees may be recalled when the circumstances leading to their layoff no longer exists. Employees shall be given no less than fourteen (14) calendar days' notice, but no more than thirty (30) calendar days' notice of recall with a copy sent to the Union. It is the employee's responsibility to notify the Employer of any address and/or phone number changes. A recalled employee must have the ability and qualifications to perform the duties of the position.

Section 3. An employee who is laid off, whether initially or as a result of a bump, may bump an employee with less classification seniority, provided the employee is qualified to perform the duties of the classification as determined in accordance with existing qualifications, and provided the employee possesses the license and/or certification necessary for the classification. "Qualified to perform duties" shall mean that the employee possesses the knowledge, skill, ability and qualifications to perform the work. For purposes of this provision, the classifications are: (1) Section 8 Case Manager; (2) Public Housing Case Manager; (3) Intake Worker, Receptionist, Work Order Clerk; Special Projects Coordinator; (4) Maintenance; and (5) Inspector.

Section 4. Nothing in this provision shall prohibit the Employer from complying with funding source directives.

ARTICLE 14 SENIORITY

Section 1. Definition. Seniority shall be defined as the employee's total service within the Bargaining Unit.

Section 2. Upon request, the Employer shall provide the Union with a current seniority list.

ARTICLE 15 LOSS OF SENIORITY

The seniority of the employee shall be considered broken and the employee considered terminated for the following reasons:

- A. Quit or resignation.
- B. Discharge for cause.
- C. Failure to report to work within five (5) working days after being properly notified of a recall while laid off. Recall notice will be sent by certified mail to the employees' last address of record. It is the employee's responsibility to

timely advise the Employer of any address change.

D. Failure to return to work at scheduled expiration of leave of absence.

ARTICLE 16
TRAINING

- Section 1. In-service training shall be provided to aid employees to gain efficiency in their work.
- Section 2. Employee training shall be a function of every supervisor.
- Section 3. Off the job training offered by a technical school or college may be paid for by the Authority with approval of the Executive Director and at his or her sole discretion.

ARTICLE 17
CALAMITY PAY

Section 1. When Sandusky City and/or Erie County offices are closed due to severe weather, employees may choose to use available leave, including leaves without pay, and either not come into work or leave work early. Those employees who, nevertheless, come to work or remain at work shall receive their regular rates of pay. In the event that a level three (3) type emergency is declared and the Employer does not open, employees will be paid their regular rate of pay for their regularly scheduled hours.

Section 2. In the event the Executive Director closes the entire agency, and Maintenance personnel are required to work while other employees are allowed to go home or not report to work, Maintenance personnel shall receive additional compensation at the rate of time and one half for each hour worked. A decision to close one office location, due to conditions at that site, do not apply to bargaining unit members who work at other agency locations.

ARTICLE 18
HOLIDAYS

Section 1. Full time and part-time employees shall be paid and observe the following holidays per year:

New Years Eve	Labor Day
New Years Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

Section 2. In the event that any of the above holidays falls on Saturday, the Friday preceding shall be taken as the holiday. Should the holiday fall on Sunday, the Monday following shall be taken as the holiday.

Section 3. Holiday Pay. An employee shall earn regular straight time for a holiday. In addition,

an employee shall earn one and one-half pay for hours actually worked on a holiday.

ARTICLE 19
STAND BY PAY/CALL IN PAY

- Section 1. Maintenance employees called in will be paid a minimum of two (2) hours pay per call out at time and one half (1 ½).
- Section 2. Maintenance employee will be paid \$50.00 for each week on-call.
- Section 3. Maintenance employees assigned to weather-related stand by will be paid one (1) additional hour per week.
- Section 4. Maintenance Mechanic employees assigned to on-call have the option to take their work vehicle home for use on agency business only. Personal use of the agency equipment may be cause for disciplinary action.
- Section 5. Maintenance employees called in on a holiday will be paid a minimum of two hours pay per call out at double time.

ARTICLE 20
VACATION LEAVE

Section 1. Vacation Leave pay shall be earned by all full-time and part-time employees at a rate of:

<u>Full Time Entitlement</u>	<u>Length of Service</u>	<u>Vacation</u>	<u>Leave</u>
	1 year + 1 day to 5 years	8 hours/month	(12 days)
	5 years + 1 day to 9 years	10 hours/month	(15 days)
	9 years + 1 day to 13 years	12 hours/month	(18 days)
	13 years + 1 day	14 hours/month	(21 days)
Part Time	1 year + 1 day to 6 years	4 hours/month	(6 days)
	6 years + 1 day	5 hours/month	(7 .5 days)

Section 2. Probationary employees may not take vacation leave, but leave will accrue during said period. Post probationary employees with less than 1 year may take accrued vacation leave.

Section 3. One (1) week of vacation may be paid to an employee with more than seven (7) years of service and two (2) weeks of vacation may be paid to an employee with more than thirteen (13) years of service if deemed within the budgetary constraints of E.M.H.A. Such payouts shall not have PERS contributions deducted.

Section 4. Employees, generally, shall be encouraged to take annual vacations to the extent of the amount of vacation leave accrued, with prior approval from the Executive Director.

Section 5. Vacation leave not taken by employees may be accumulated, not to exceed 29 working days (232 hrs). At the end of the fiscal year, any excess shall be forfeited or can be cashed into the agency at a 2 to 1 ratio. However, to do this, the following criteria must be met:

A. One (1) week (40 hrs) of vacation must be taken in the first six (6) months of the fiscal year.

B. One (1) week (40 hrs) of vacation must be taken in the second six (6) months of the fiscal year. If this time is to be used in the last month of the fiscal year, it must be scheduled prior to the beginning of the last quarter of the fiscal year, if possible, if scheduling and work requirements permit.

Section 6. An employee who is permanently separated shall be paid in a lump sum for any accumulated vacation leave at his current rate of pay, except, where his dismissal is due to malfeasance. Separation for purposes of this sub-paragraph shall include entering military service.

Section 7. Vacation leave requests will be accepted during the first two work weeks of March each contract year for employees using vacation leave commencing on the last Monday of March each contract year, up to and including the last day of March of the following year.

Employees must have already earned the vacation time they seek to use. They must maintain that time in their "bank" until it is used for the requested leave. Falling below the threshold of leave time needed for the requested leave will result in forfeiting of the leave request. Vacation requests submitted for consecutive business days must be combined for the calculation for the calculation of the required banked hours.

Should more employees request leave for the same time period than minimum staffing needs allow, the most senior employee(s) shall be granted leave. Minimum staffing levels for purposes of this policy shall be determined by management by work group; work groups shall include the following:

1. Maintenance Staff Members
2. Voucher Program Case Managers and Receptionist/Work Order
3. Public Housing Case Manager
4. Inspector

Should two employees with the same seniority date request vacation leave for the same time period (for which only one employee may be approved due to staffing needs), the leave will be granted by a "flip of the coin."

All vacation request forms must be time stamped and initialed by receiving supervisor or administrative staff member for time/date of receipt-which does not necessarily authorize the approval of the request.

Vacation requests submitted after the first two workweeks of March each year will be granted on a first come basis.

ARTICLE 21
SICK LEAVE

- Section 1. Employees may utilize their sick leave for illness or accident, including sickness/accidents involving immediate family members, as defined below. Sick leave shall be accumulated at the rate of 10 hours/month or 1¼ days per month (defined as paid employment for fifteen calendar days) for full time employees and 5 hours/month for part time employees.
- Section 2. If sick leave is used up, an employee can draw on unused vacation leave.
- Section 3. In no event shall an employee be paid for sick leave not taken except as provided.
- Section 4. Advances of unearned leave may be granted to full time employees who have been in pay status for three years. This will be done at the Employer's discretion not to exceed 15 days in any one calendar year.
- Section 5. Any employee sick for more than three days will be required to submit a doctor's certificate. Sick leave being used for family illness will be immediate family only i.e., spouse, parents, children and foster children or grandparent. Leave without pay shall not be unreasonably denied for other family members' illnesses.
- Section 6. Accumulated sick leave offers assurance that in time of sickness an employee will receive pay when unable to work. It should be used with care so that in the event of a serious extended illness, the maximum accumulated sick leave is available.
- Section 7. The Employer allows the payment upon retirement for accumulated sick leave after ten or more years of service. One fourth of the accumulated sick leave not to exceed thirty (30) days will be paid once to any employee.

ARTICLE 22
FAMILY LEAVE DISABILITY LAWS

Nothing contained in this Agreement shall prevent the Employer from complying with the requirements of federal or state laws pertaining to handicap or disability or dealing with family or medical leaves of absence. It shall not be a violation of this Agreement for the Employer to exercise the discretion given Employer under the Family and Medical Leave Act.

ARTICLE 23
JURY DUTY

All employees of the bargaining unit, while serving upon a jury in any court of competent jurisdiction that can require the employee's appearance, shall be paid his or her regular salary for such period of time, provided the employee returns to the EMHA any payments received through the court for his or her services. Payment by the court to the employee for travel expenses at the prevailing rate may be retained by the employee. The employee shall report to work immediately following dismissal from jury duty day by day, unless dismissal occurs after 12:00 p.m.

ARTICLE 24
LEAVE WITHOUT PAY

At the Employer's discretion, leave without pay may be granted not to exceed two (2) months in anyone calendar year. Employees do not accumulate other leave benefits while on leave without pay or FMLA.

ARTICLE 25
MATERNITY LEAVE

An employee who has been employed for a period of one year is eligible for maternity leave for a period not to exceed three (3) months. Maternity leave is leave without pay, except those employees who have unused sick or vacation leave that must be taken. An employee on maternity leave will have retention rights to their position for the prescribed three month period. Their replacement, during leave, will be classified as a temporary employee.

ARTICLE 26
FUNERAL LEAVE

A three-day funeral leave shall be granted to the employee as a result of the death of any of the following family members of the employee or the employee's spouse. Family member shall be defined as: Mother, Father, Step-Mother, Step-Father, Brother, Sister, Child, Foster Child, Spouse, Grandparents, Grandchildren, Mother & Father-in-Law, Brother & Sister-in-Law. One extra day for funeral leave will be granted for funerals outside of Erie County. In addition, one extra day of funeral leave shall be granted to the employee if the funeral takes place more than of 200 miles from Sandusky, Ohio.

A one-day funeral leave shall be granted to the employee as a result of the death of the employee's aunt or uncle.

Documentation of the relationship must be submitted in order to be paid for time off. No funeral leave will be accumulated. Leave without pay and requests for vacation shall not be unreasonably denied for attendance at funerals for family members not identified above.

ARTICLE 27
MILITARY LEAVE

An employee who leaves his position to enter military service in time of war or any period of national emergency as declared by the President in connection with national defense or by reason of being drafted shall be carried on the rolls in a military leave status. Upon his honorable discharge from military service, he shall be entitled to be restored to his same position or to a position equally acceptable to him for which he is qualified, provided he applies for re-employment within 90 days after his discharge or before the expiration of any statutory right to re-employment, if later. Military leave of absence with pay, in accordance with the number of calendar days each calendar year permitted by existing State and Federal law, will be granted to permanent 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.

ARTICLE 28
LABOR MANAGEMENT MEETINGS

Section 1. Weekly, or as needed, at a mutually reasonable agree day and time, the Union President, Vice President and other pertinent Union representatives may meet with the Employer to discuss matters of policy, settle disputes, and generally preserve a good labor management relationship.

Section 2. In the interest of enhancing productivity, the parties may agree to exchange agenda(s) at least three (3) days in advance of the agreed upon date of the meeting(s). However, the parties may mutually agree to discuss other items that may come up at these meetings.

Section 3. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

ARTICLE 29
SAFETY / HEALTH

Section 1. Employees shall be provided safe, sanitary, and healthful working conditions and must follow all rules pertaining to safety.

Section 2. Employees shall all be covered by Workers' Compensation. The Employer shall display a certificate of coverage and compliance as required by Ohio law.

Section 3. First Aid Kits and Fire Extinguishers shall be located at each appropriate work station(s) and on specific equipment.

Section 4. The Employer shall furnish appropriate protective personal equipment for the jobs assigned. The maintenance employees, Public Housing Manager assigned to scattered sites, and Public Housing Inspector shall be reimbursed up to one hundred dollars (\$100.00) annually for the purchase of outerwear including, but not limited to, boots, gloves, hats, Carhartt Bibs, etc. Reimbursement shall be paid upon submission of receipt to the Employer.

Section 5. The Employer shall provide a safety training program for all employees at the Authority.

Section 6. The Union will assist the Employer in various training of employees where requested.

ARTICLE 30
JOB DESCRIPTION

The Employer agrees that Job Descriptions shall accurately reflect the duties being performed by the individual employees.

ARTICLE 31
DRUG AND ALCOHOL POLICY

Section 1. The misuse of drugs and alcohol impairs employee health and Agency productivity, and results in unsafe working conditions for all employees. Erie Metropolitan Housing Authority is committed to maintaining a productive, safe, and healthy work environment free of unauthorized drug or alcohol use. In light of this commitment, the Agency has promulgated the Drug and Alcohol Policy ("Policy") set forth below, which shall apply to all Agency employees.

Section 2. Any employee who unlawfully uses, is under the influence of, consumes, possesses, manufactures, sells or otherwise distributes alcohol or a controlled substance while on the job, during breaks, on agency property, or while conducting agency business off premises will be subject to disciplinary action up to and including dismissal.

Section 3. Reasonable suspicion drug testing may be performed and shall be conducted in accordance with the procedures and standards promulgated by the Federal Drug Free Workplace Act, under the following conditions:

- A. Where there is reasonable suspicion that the employee to be tested engaged in illegal drug usage as defined herein or has consumed alcohol.
- B. The reasonable suspicion must be based upon specific observation.
- C. Investigation must be conducted by a supervisory level employee.
- D. Reports of illegal drug usage or alcohol usage must be documented, in writing, at the time of observation or as soon as possible thereafter.
- E. The term "reasonable suspicion" is defined as follows: aberrant or unusual on-duty behavior, appearance, or odor of an individual employee that is:
 - i. Based on personal observation.
 - ii. Investigated by a supervisor.
 - iii. The type of behavior that is recognized and accepted as symptoms of intoxication or impairment caused by controlled substances or alcohol.
- F. The Company may also undertake laboratory testing of employees under the following circumstances:
 - i. As a part of its pre-employment screening program;
 - ii. Following an employee's involvement in a serious accident or incident in which safety precautions were violated;
 - iii. Upon evidence of misuse of unauthorized drugs or alcohol (for example, presence of marijuana smoke, paraphernalia, or alcohol containers) in an employee's work area or area controlled or used exclusively by an employee; and
 - iv. When an employee is injured during working time.

Section 4. Nothing in this agreement shall be construed to limit the Employer's application of any rules and/or regulations promulgated pursuant to the Federal Drug Free Workplace Act or from exercising any discretion there under. For purposes of this Article, the term "Workplace" shall include any Agency building, Agency property, Agency vehicle or approved vehicle (including employee's own vehicle) used for any Agency related activity, event or function or any other location that the employee must travel while in the course of conducting Agency business.

Section 5. As a condition of employment, each employee shall notify the Executive Director of a conviction of any criminal drug statute no later than five (5) days after such conviction. Any arrest for a drug offense will subject the employee to discipline up to and including termination.

Section 6. The Employer will establish a Drug Awareness Program to inform employees about:

- A. This policy;
- B. The dangers of drug abuse in the workplace, and
- C. Any available drug counseling or rehabilitation programs.

Section 7. All employees will be informed of the Employer's testing policy prior to its implementation. All new employees will be provided with this information when initially hired.

Section 8. The Employer shall pay the costs of all tests, except the drug test secured by an employee. An employee ordered to take a test shall be paid for all lost work time due to testing, unless they fail the test.

Section 9. The recent enactment of certain legislation by the Ohio General Assembly allowing the use of medical marijuana in certain limited circumstances does not affect or change the drug and alcohol policy of Erie Metropolitan Housing Authority (EMHA). Sub. H.B. 523 allows employers to maintain their drug and alcohol policies in full force and effect. The use of medical marijuana in the workplace presents very serious and very grave safety and other concerns.

Employees are specifically advised and directed as follows:

1. EMHA will not permit or accommodate an employee's use, possession, or distribution of medical marijuana. Zero tolerance is still the rule;
2. EMHA will, consistent with existing policy, refuse to hire, and will continue to discharge, discipline, or take other appropriate action against a person with respect to hire, tenure, terms, conditions, or privileges of employment because of that person's use, possession, or distribution of medical marijuana;
3. EMHA's drug and alcohol policy remains in full force and effect;
4. Medical marijuana is no exception;
5. The use of medical marijuana may be considered a just cause termination for purposes of unemployment compensation;
6. An employee is ineligible for workers compensation and benefits if the

employee was under the influence of marijuana and being under the influence of marijuana was the proximate cause of the workplace injury. This applies regardless of whether or not the marijuana use is recommended by a physician.

ARTICLE 32 HARASSMENT POLICY

Section 1. It is Employer's policy that all Employees are responsible for assuring that the work place is free from sexual, racial, and or unlawful harassment. Because of Employer's strong disapproval of offensive or inappropriate behavior at work, all Employees must avoid any action or conduct that could be viewed as harassment. Some examples of such action are: 1) unwelcome sexual advances; 2) requests for sexual favors; 3) employment decisions influenced by an Employee's refusal to submit to harassment; and 4) actions that substantially interfere with work performance or create an intimidating, hostile or offensive work environment.

Section 2. Intentionally or unintentionally, people may say things, make gestures; or perform other actions that could be harassment under the Civil Rights Act. It is a difficult and sensitive problem to detect and deal with; yet, it cannot be condoned by anyone. Any Employee who has a complaint of harassment at work by anyone, including Supervisors, coworkers, or visitors must bring the problem to the attention of the Employer. As appropriate, the employee should first directly inform the person engaging in harassing conduct that the conduct is offensive and must stop, which places the person on notice to discontinue the offensive behavior. Employees should bring their complaints to their immediate Supervisors. If the Employee would be uncomfortable bringing their complaints to their immediate Supervisors, he may go to another Supervisor within the supervisory chain of command or to the Executive Director.

Section 3. All complaints will be promptly handled with the appropriate privacy safeguards. Upon full and complete investigation of a harassment complaint, the appropriate corrective action will be taken. The corrective action can be disciplinary measures, up to and including discharge.

ARTICLE 33 HOSPITALIZATION / MAJOR MEDICAL

Section 1. Health Insurance. The Employer shall provide health insurance for all eligible employees and their dependents. Employees who are eligible for health insurance are those fulltime employees who are regularly scheduled for thirty-six hours of work per week for their normally scheduled work year. The premiums for these employees will be paid by the Employer, paying 80% of the cost of the premium and the employee paying 20% of the cost of the premium.

Section 2. Vision Insurance. The Employer shall make available to employees and employee's dependents, optional vision insurance. The Employer shall pay 50% of the cost of the premium and the employee paying 50%.

Section 3. Dental Insurance. The Employer shall make available to employees and employees dependents optional dental insurance for the employee and each of the employee's dependents. The Employer shall pay 50% of the cost of the premium and the employee paying 50%

Section 4. Life Insurance. The Employer shall provide, at the Employer's cost, life insurance coverage for each employee in the amount of Fifty Thousand Dollars (\$50,000). Employees shall be given the option to purchase additional amounts of insurance for themselves, spouse and children pursuant to plan eligibility.

Section 5. Coverage. The insurance coverage shall cover employees during their eligible employment. Thereafter, employees will be offered insurance based on COBRA eligibility.

Section 6. Ineligible Employees. Temporary employees and employees who have less than thirty-seven and a half (37.5) scheduled hours of work per week for their normally scheduled work year are not eligible for insurance coverages provided in this Article. The same will be made available to them, at their own expense, if allowed by the insurance carrier.

ARTICLE 34 WAGES

The hourly rate for all employees covered under this agreement will be increased by one percent (1%) for year one of this agreement. (i.e. July 1st, 2017)

The hourly rate for all employees covered under this agreement will be increased by one percent (1%) for year two of this agreement (i.e. July 1st, 2018)

The hourly rate for all employees covered under this agreement will be increased by one percent (1%) for year three of this agreement (i.e. July 1st, 2019)

ARTICLE 35 CONTRACT ADMINISTRATION TRAINING

In order to enhance the proper administration of this agreement, the parties are encouraged to schedule joint training for managers/supervisors, Local Union Executive Board Members and Stewards for the proper administration of the Collective Bargaining Agreement. If the training is held during regular working hours, no employee shall suffer a loss in pay. Said meeting shall not extend beyond one-half day without pay.

ARTICLE 36 BULLETIN BOARDS

The Employer shall provide Bulletin Boards in each work location, including the Central Office. These bulletin boards may be used by the Union only to announce Union meetings, training or parties. Other items are subject to the approval of the Executive Director.

ARTICLE 37
TABLE OF ORGANIZATION

The Employer agrees to provide the Union with copies of the table of organization of EMHA whenever changes are made.

ARTICLE 38
MISCELLANEOUS PROVISIONS

Section 1. Travel Allowance. If an employee uses his or her private vehicle on the job, he or she shall be reimbursed at the current IRS standard per mile for miles driven while on the job.

Section 2. Physicals. When it is necessary and required by the Employer for an employee to have a physical examination, the physician shall be selected and paid by the Employer. When as a result of employment, it is necessary for an employee to be inoculated against contagious diseases, the Employer shall reimburse said employee. The employee may utilize his or her family doctor for this purpose, which must be verified. Employees may be reimbursed for an annual influenza vaccination in the amount not to exceed \$20.00 upon submission of proper documentation.

Section 3. The Employer agrees that each employee's accumulated sick time and vacation leave will appear on the employee's pay stub each pay period.

Section 4. Training. When determined necessary and at its sole discretion, the Erie Metropolitan Housing Authority will provide training to assist employees to do their job and keep pace with changes in technology.

Section 5. Credit Union. The Employer agrees to deduct from an employee's paycheck upon written authorization any monies for any bank or credit union.

Section 6. The Employer agrees to continue a deferred compensation plan.

ARTICLE 39
BID PROCEDURE

An employee can bid on any vacant bargaining unit position for which he or she is qualified. However, preference will be given to the most senior qualified bidder in the department where the vacancy occurs. The position shall be posted for three (3) consecutive work days in all departments. Bargaining Unit applicants who express interest in a posted job after the posting deadline has passed, shall be given consideration equal to that of any outside candidate.

ARTICLE 40
WORK DAY / WORK WEEK

Section 1. The standard work day and work week shall be eight (8) hours a day, forty (40) hours per week, Monday through Friday. Alternative schedules may be determined and enforced by department for office personnel.

Section 2. There will be a one-half (1/2) hour unpaid lunch. There shall be two (2) fifteen (15)

minute paid breaks, one to be taken in the middle of the first half of the day, and one to be taken during the second half of the day. Notwithstanding designated break periods, sufficient office coverage must be maintained at all times. Discretion to approve such breaks in consideration of staffing needs remains with the immediate supervisor.

Section 3. Except where an employee is regularly scheduled to work on Saturday or Sunday, Saturday and Sunday is defined as the weekend for all purposes of the Collective Bargaining Agreement.

Section 4. The standard work day for Maintenance Mechanics shall be from 7:30 AM to 3:30 PM with two (2) fifteen (15) minute paid breaks.

ARTICLE 41 PERSONAL DAYS

Bargaining unit members are entitled to four (4) paid personal days per calendar year. Additionally, employees are entitled to their birthday off. Should an employee's birthday fall on a Saturday, they shall take Friday off, should the birthday fall on a Sunday, the day off shall be observed on the following Monday. Should an employee's birthday fall on a paid holiday, they shall take the working day before or after the birthday/holiday. Notification of use of personal time must be made to management at least prior to the start of the workday for which personal time or birthday time is being requested.

ARTICLE 42 NO CALL / NO SHOW

Employees who fail to come to work or call in pursuant to procedure for two (2) consecutive workdays will be considered to have abandoned their employment.

ARTICLE 43 TRAVEL

Section 1. Bargaining Unit employees may perform official travel upon authorization by the Executive Director. Each trip to a destination outside of the local jurisdiction of the local agency (except to Regional or Area Office and to nearby communities to carry out normal operating functions) shall have prior authorization approving the trip essential to its programs. Local agency attendance at conferences, conventions and meetings shall be limited to the number of persons necessary to cover the meeting adequately.

Section 2. Transportation costs for authorized bargaining unit employees to travel on official business shall be paid by the Employer. Airline (tourist or coach) or first class rail and Pullman accommodations (lower berth, roomette, or parlor car set), if advantageous, shall be standard means of transportation.

Section 3. Overnight travelers will receive the EMHA Board approved stipend in effect at the time of travel to cover meals and incidentals.

Justification may be required for any extraordinary expenses. A determination will be made by the Executive Director, at his sole discretion, whether the expense is allowable.

ARTICLE 44
OVERTIME RATES / EQUALIZATION

The following overtime rates shall be observed. Any actual work performed after forty (40) hours of work performed in a workweek shall be compensated for at the rate of time and one half (1½). Overtime will be computed on the basis of hours actually worked including time spent on vacation, funeral, personal leave, and/or holidays. Time spent on sick leave will count only on approval of a submitted leave form plus a physician's slip verifying the sick time.

ARTICLE 45
NO STRIKE / NO LOCKOUT

Section 1. The Union agrees that during the term of this Agreement it will not call or support or participate in any work stoppage or strike by the employees of this bargaining unit against the Employer. Work stoppage or strike shall include sympathy strikes, sit-downs, stay-ins or slowdowns, and any cessation or interruption of work. Informational picketing is not prohibited by this Article so long as the employees engaged in the informational picketing are not doing so on their work time.

Section 2. The Employer agrees that during the term of this Agreement it will not lockout employees.

Section 3. A stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a violation of this Article.

Section 4. The Union and the employees are not prohibited from supporting a strike or work stoppage by employees outside of the bargaining unit so long as the employees in the bargaining unit are not withholding services from the Employer.

ARTICLE 46
SEVERABILITY

Section 1. Should any part of this Agreement or any provisions contained herein be declared invalid by a tribunal of competent jurisdiction, and/or federal or state legislation, governmental regulation, or court decision, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

Section 2. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of

negotiating a lawful alternative provision within thirty (30) working days. Only that issue or provision terminated shall be the subject of the negotiations to replace it.

ARTICLE 47
WAIVER

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects, or matters, may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the collective bargaining agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.


ARTICLE 48
COUNTERPARTS

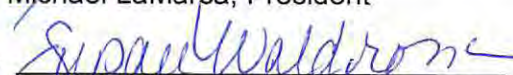
This Agreement shall be executed in one or more counterparts signed by an authorized officer of each party, and when so executed, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

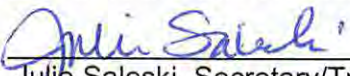
ARTICLE 49
DURATION


This Agreement is effective 12:01 a.m. March 1, 2017, and shall remain in full force and effect until its expiration at midnight on February 29, 2020. At the end of such period this Agreement shall be renewed automatically for periods of one (1) year unless either party gives written notice of a desire to modify, amend, or terminate some at least sixty (60) but not more than ninety (90) days prior to expiration of the contract period in which event the Agreement shall terminate.

FOR OHIO COUNCIL 8, AFSCME, AFL-CIO

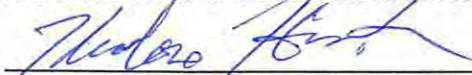
By: 
Michael LaMarca, President


By: 
Susan Waldrom, Bargaining Unit Member


By: 
Julie Saleski, Secretary/Treasurer

By: 
David L. Blyth, AFSCME
Ohio Council 8

FOR ERIE METROPOLITAN HOUSING AUTHORITY

By: 
Theodore Huston, Board President

By: 
Ralph E. Chamberlain, Exec. Director

By: 
Christopher Marinko, General Counsel

ATTACHMENT A

BARGAINING UNIT WAGE RANGE FOR CONTRACT TERM

POSITION/DESCRIPTION	WAGE RANGE	
	BASE	CAP
CASE MANAGER*	\$28,000.00	\$39,500.00
MAINTENANCE MECHANIC I	\$30,500.00	\$35,500.00
MAINTENANCE MECHANIC II	\$33,500.00	\$40,500.00
MAINTENANCE MECHANIC III	\$36,000.00	\$43,500.00
INSPECTOR	\$33,500.00	\$39,500.00
WORK ORDER CLERK/RECPT	\$28,000.00	\$39,500.00

BARGAINING UNIT WAGE INCREASE SCHEDULE

<p><u>FYE 2018 (EFFECTIVE 07/01/2017 THROUGH 06/30/2018)</u></p> <p>1% INCREASE FOR ALL POSITIONS</p>
<p><u>FYE 2019 (EFFECTIVE 07/01/2018 THROUGH 06/30/2019)</u></p> <p>1% INCREASE FOR ALL POSITIONS</p>
<p><u>FYE 2020 (EFFECTIVE 07/01/2019 THROUGH 06/30/2020)</u></p> <p>1% INCREASE FOR ALL POSITIONS</p>

*FSS/HOMEOWNERSHIP CASE MANAGER WAGE IS DETERMINED UTILIZING CASE MANAGER RANGE WITH AN INCREASE BASED ON ADDITIONAL FUNDING RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).