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UNION AGREEMENT

BETWEEN

ZANESVILLE METROPOLITAN HOUSING AUTHORITY

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 18-S**

**EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31,
2023**

UNION AGREEMENT INDEX

ARTICLE	SUBJECT	PAGE
-	PREFACE	1
I	RATES OF WAGES	1
II	HOURS OF WORK & TIME CLOCK	2
III	SENIORITY RIGHTS	3
IV	EMERGENCY OVERTIME AND SCHEDULED OVERTIME	4
IV	COMPENSATORY TIME	5
V	VACATIONS AND SICK LEAVE	5
V-A	HEALTH & WELFARE	6
VI	HOLIDAYS	6
VII	TEMPORARY WORK LEVEL ADJUSTMENT	7
VIII	NUMBER OF EMPLOYEES	7
IX	REDUCTION OR DEMOTION OR DISMISSALS	7
IX-A	NON-DISCRIMINATION	8
X	STOPPAGE OF WORK	8
XI-A	SECURITY	8
XI-B	INTRODUCTORY EMPLOYMENT PERIOD	9
XII	GRIEVANCE PROCEDURE	9
XIII	BEREAVEMENT LEAVE	10
XIV	JURY DUTY	10
XV	EMPLOYEE SAFETY	11
XVI	DURATION	11
XVII	UNION RECOGNITION	12
XVIII	SEPARABILITY	12
XIX	DRUG AND ALCOHOL POLICY	13
XX	SIGNATURE PAGE	17
	ZMHA MAINTENANCE UNION EMPLOYEE	18

PREFACE

THIS AGREEMENT is made and entered into by and between the International Union of Operating Engineers, Local 18-S, hereinafter referred to as the (Union) and Zanesville Metropolitan Housing Authority, hereinafter referred to as (ZMHA) effective January 1, 2021 and remaining in effect through December 31, 2023.

ARTICLE I

RATES OF WAGES

Employees covered under this Agreement shall be paid at the following rates:

Pay Scale

Effective 1/1/2021 (\$.30 Increase)

	<u>Initial</u>	<u>Continuing</u>
I	\$14.872	\$15.255
II	\$16.934	\$17.255
III	\$19.572	\$19.950
IV	\$20.142	\$20.531

Effective 1/1/2022 (\$.35 Increase)

	<u>Initial</u>	<u>Continuing</u>
I	\$15.222	\$15.605
II	\$17.284	\$17.605
III	\$19.922	\$20.300
IV	\$20.492	\$20.881

Effective 1/1/2023 (\$.35 Increase)

	<u>Initial</u>	<u>Continuing</u>
I	\$15.572	\$15.955
II	\$17.634	\$17.955
III	\$20.272	\$20.650
IV	\$20.842	\$21.231

There will also be an additional one percent (1%) incentive available to be paid in January 2022, 2023 and 2024 after the end of the fiscal year as a lump sum, provided there is an accident free workplace with no lost time or injury claims for the group for that fiscal year. In the event there is one (1) lost time injury accident in that fiscal year, the incentive payment would not be paid to that employee and the incentive payment to all other employees would be one-half percent (½ %). There would be no incentive payment in the event of two (2) or more lost time injury accidents in the fiscal year.

There will also be an additional incentive available up to two percent (2%) to be paid in March 2021, 2022 and 2023 as a lump sum to each individual employee based on their previous year annual performance evaluation.

Entry Level will start at Level I. Levels II, III and IV will be for advancement. Employees cannot move from a level unless and until ZMHA agrees that they are qualified and a position is available.

Continuing employees covered under this Agreement shall be paid an additional forty cents (\$.40), above their hourly rate for hours scheduled on the afternoon shift and paid an additional fifty cents (\$.50) above their hourly rate for hours scheduled on the midnight shift. Shift hours will be defined as follows:

A shift (Midnight Shift)	11:00 p.m. through 7:30 a.m.
B shift (Day Turn)	7:30 a.m. through 4:00 p.m.
C shift (Afternoon)	11:30 a.m. through 8:00 p.m.

All employees with the exception of the temporary and seasonal classification shall receive all fringe benefits provided in this Agreement.

ARTICLE II

HOURS OF WORK

Eight (8) hours will constitute a day's work and forty (40) hours will constitute a week's work. All hours over eight (8) hours per any one (1) shift shall be paid at one and one-half times ($1\frac{1}{2} \times$) the regular rate of pay. All hours over forty (40) in any one (1) week shall be paid at one and one-half times ($1\frac{1}{2} \times$) the regular rate of pay. Hours shall include holiday, vacation, jury duty, bereavement leave and sick leave hours. There shall be no pyramiding of overtime and only hours paid at the employee's regular rate of pay count toward the forty (40) hour weekly overtime trigger. Each employee will be given a one (1) hour lunch break, which may be taken off site.

Employees will receive twenty-four (24) hours notice prior to any change in shift whenever possible; however, emergency situations will be an exception. An employee called into work in an emergency shall receive a minimum of two (2) hours pay at one and one-half times ($1\frac{1}{2} \times$) the regular rate except when called in for a "lockout situation" when the employee will be paid a flat rate of twenty-five dollars (\$25.00) unless the "lockout situation" requires something more than an unlock.

Employees called into work during a level three (3) snow emergency shall receive pay at double (2x) their regular rate for all hours worked for that call in.

TIME CLOCKS

Each employee will be issued a pre-numbered card to swipe the timekeeper at the start and end of each shift. It is the employee's responsibility to keep this card in a secure place. Management will notify employee(s) within a given pay period of any missing swipes.

ARTICLE III

SENIORITY RIGHTS

Seniority rights are recognized. In the case of promotions, the employees with the greatest length of continuous service shall be considered, provided the employee has the necessary qualifications, physical fitness and ability as determined by ZMHA. Nothing in this Article shall be construed as giving the employee the right to bump any other employee. Provided such actions do not impair the efficient operation of ZMHA as determined by the Board of Commissioners, it is agreed that, in the event of layoff, the last employee hired shall be the first (1st) laid off. In the event of an increase in the workforce following a layoff, the last employee laid off shall be the first (1st) to be recalled. Employees will be eligible for these recall rights for three hundred and sixty-five (365) calendar days beginning the date their layoff was effective.

New personnel brought into the bargaining unit shall be placed at the bottom of the seniority list for bidding purposes only.

ZMHA, when filling maintenance positions with external applicants, will have applications dated as of the date returned. All things being equal, this dating will determine who has seniority. If two (2) or more maintenance personnel are hired at the same time from the existing list, the determination of seniority will be established by the ZMHA Board by resolution.

All newly hired employees will be required to take and pass a physical, background check, driver's license verification, and drug screen prior to the time of hire.

ZMHA shall post a seniority list during the month of January of each year.

ZMHA may fill all vacancies immediately to insure continued operations; however, permanent vacancies shall be posted for bid for a period of five (5) workdays. Each employee wishing to bid on said job must do so on a job bid form. When bidding on an open position, an employee may bid up or laterally, but not down in grade or pay scale, except that an employee may bid down in pay scale or grade with a documented reason acceptable to the Executive Director or designee. If more than one (1) bid is received, the job will be filled first (1st) by the most qualified employee or, if all things are equal, then by seniority. If no qualified employee bids for the job, the least senior qualified employee will be required to accept the job. If in the opinion of ZMHA there are no qualified employees bidding or available to assign to a permanent vacancy, ZMHA may hire a person with the necessary qualifications. Any employee awarded, assigned or hired to fill a continuing vacancy must successfully complete an introductory employment period as outlined in Article XI-B – Introductory Employment Period. Any employee may return to their former job within fifteen (15) working days at their own choice if they were awarded a Level III or IV position.

Shift preference shall be awarded on the basis of seniority, providing the senior employee has the necessary qualifications to perform the work. Shift preference shall be used no more often than once (1x) each twelve (12) months.

An employee promoted to non-working supervisor or foreman will retain his seniority and membership in the Union for a period of ninety (90) days after which he will apply for a Withdrawal Card from the Union.

It is understood and agreed that the job descriptions are for the purpose of determining pay levels and are not to be considered as a complete description of an employee's job duties. Management retains the right to direct the workforce and to add or delete from the job description as business requires.

ZMHA employees will be required to work with and direct the work of recipients/applicants for various publicly funded assistance programs.

ZMHA may select qualified maintenance employees to be Crew Leaders for their area or designated area. The Crew Leaders will continue to perform their regular work duties and will assume the extra duties of giving direction to other employees or workers assigned to them. This will include the planning, scheduling and detail of the work to be done. The Crew Leader will not have the authority to hire, discharge or discipline other employees or enter into any contract on ZMHA's behalf for any reason. The Crew Leader will, however, be required to report any violation of this Agreement, work rules and regulations to ZMHA management.

ARTICLE IV

EMERGENCY OVERTIME

Once (1x) per year in January, each employee who is qualified to do work order type work, including the four (4) least senior employees, will be asked to sign up to be considered for emergency overtime that calendar year. Those who sign up and are qualified will rotate the pager utilized for emergency overtime. An employee on call will have pager responsibility for the weekday, weekend and holiday hours up to seven (7) days. Any shift or times can be traded to ensure coverage with the approval of the Maintenance Supervisor. The employees will be compensated fifty cents (\$.50) per hour for the hours the pager is carried.

ZMHA will keep a list of those available for emergency overtime from the most senior person to the least senior person which will include the classification that person is assigned. ZMHA will contact the most qualified maintenance employee necessary to complete the task, i.e. electrical, plumbing, etc. No statement will be given as to the nature of the work to be done. The employee will answer yes or no based solely on that employee's willingness to work overtime. Work call outs will be based on the skills required for the tasks to be completed at the discretion of the Maintenance Supervisor or designee.

In the event that all employees who are qualified for the work decline the offer of overtime, the least senior qualified employee will be required to accept the responsibility. If an employee declines emergency overtime more than five times (5X) in a calendar year, that employee will be removed from the list for the remainder of that calendar year, but will be eligible to sign up for emergency overtime in the following calendar year.

SCHEDULED OVERTIME

As work requirements demand, ZMHA will work employees to complete a work project under "scheduled overtime." As far as possible, overtime will be on a rotation basis with scheduled overtime being assigned by seniority to qualifying employees in the classification first (1st). All employees scheduled for overtime will be required to work, unless an employee is excused from work by the Maintenance Supervisor.

COMPENSATORY TIME

By mutual agreement, an employee may elect to receive, and ZMHA may grant, compensatory time instead of overtime pay. Compensatory time will be accumulated each pay period and reimbursed at one and one-half times ($1\frac{1}{2}x$). The accumulated time, which cannot be more than sixteen (16) hours, must be taken within the pay period of when it was earned. Only two (2) employees may be off at the same time for vacation or compensatory time. Compensatory time may not be taken on the same day earned.

A foreman or supervisor will not perform bargaining unit work except in an emergency, or to instruct a new employee, or if there is no Union member available.

In the event that a maintenance employee is asked by ZMHA to obtain or maintain a CDL, the cost of CDL licensure for the selected employee(s) will be paid by ZMHA. Said employees will be paid an additional fifty cents (\$0.50) per hour when operating equipment requiring a CDL licensure.

ARTICLE V

VACATIONS AND SICK LEAVE

Employees shall be entitled to vacation according to the following schedule:

One (1) through Four (4) years' service	Ten (10) Days Annually
Five (5) through Fourteen (14) years' service	Seventeen (17) Days Annually
Fifteen (15) through Twenty-three (23) years' service	Twenty (20) Days Annually
Twenty-four (24) or more years' service	Twenty-four (24) Days Annually

Vacation time may be accumulated up to twenty-eight (28) days. Vacation time is to be used, as much as possible, in the year it is earned with no carry over of time to a subsequent year except as approved in advance by the employee's immediate supervisor or the Executive Director. As near as possible, provided that it would not hinder the operation of the workforce, no more than two (2) maintenance employees shall be on vacation at one (1) time. All employees must submit written vacation requests of one (1) week or more to ZMHA during the first (1st) calendar quarter of the year and understand those requests will be considered based upon the date they are submitted.

Employees shall be entitled to fifteen (15) days annual sick leave, including five (5) paid days off that can be used for any reason whatsoever, provided that advance notice prior to the start of the employee's shift is provided to and approved by the Maintenance Supervisor. Usage of six (6) days or more requires a written statement or certification from the employee's physician. Any time an employee uses sick time and brings back a doctor's excuse for what could be counted as sick time under the terms of the Personnel Policy, that time will not be deducted from the five (5) paid days off referenced above. A doctor's excuse will be necessary in the event the employee is absent for three (3) consecutive days due to illness or three (3) separate days of illness in any workweek.

Any employee who leaves ZMHA prior to completion of six (6) months of employment forfeits

any accrued vacation or sick leave.

Employees who have ten (10) years or more service with ZMHA will be paid for accrued sick leave upon retirement or death, with fifty percent (50%) payment of accrued sick leave from one (1) to nine hundred (900) hours and thirty percent (30%) payment of remaining hours over nine hundred (900) hours to a maximum accrued time of two thousand (2,000) hours. Employees with over two thousand (2,000) hours as of July 1, 2008 will be grandfathered at the number of hours they had accrued on that date and any sick hours would be payable upon retirement or death at the thirty percent (30 %) rate. Additional sick hours may be accrued, but will not be eligible for payment under the provisions of this section of this Agreement. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once (1x) to any employee.

ARTICLE V-A

HEALTH & WELFARE

A hospitalization and medical plan is to be paid by ZMHA for all regular employees covered by this Agreement, except that employees will be required to pay twenty percent (20%) of the total cost of the hospitalization and medical plan. The plan shall include twenty-five dollars (\$25.00) office co-pay with an individual deductible of five hundred dollars (\$500.00) per year and a family deductible of fifteen hundred dollars (\$1,500.00) per year. Co-insurance to be paid by the employee for in-network coverage shall be five thousand dollars (\$5,000.00) for individual coverage and fifteen thousand dollars (\$15,000.00) for family coverage. ZMHA will provide group dental and vision coverage that is separate from the hospitalization and medical plan, provided that employees will be required to pay twenty percent (20%) of the total cost of that coverage. The dental coverage will include major dental with APD and orthodontia coverage of at least two thousand dollars (\$2,000.00). Notwithstanding the foregoing, ZMHA may make plan changes as required to remain a qualified plan, which complies with the provisions of the Affordable Care Act or any other legislative or regulatory mandates. Term Life Insurance coverage of fifteen thousand dollars (\$15,000.00) per employee will be provided at no cost to the employee.

(See Medical Benefits Package for further details)

ARTICLE VI

HOLIDAYS

Employees working under this Agreement will receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Employee's Birthday	

An employee required to work on one (1) of the authorized holidays will receive in addition to his eight (8) hours holiday pay, his regular rate of pay for each hour worked on such holiday. However, an employee required to work on a holiday may elect to take another paid day off, in lieu of holiday pay, if mutually agreeable with ZMHA.

Employees working under this Agreement will receive paid holidays as stated above in Article VI – Holidays, only if they worked their last scheduled day prior to the holiday and first (1st) scheduled day after the holiday. Exceptions to this rule include absences defined in Article XIII - Bereavement Leave and Article XIV – Jury Duty or other absences that are deemed an emergency or otherwise excused by ZMHA. In the event of a sickness, a doctor's slip will be required.

ARTICLE VII

TEMPORARY WORK LEVEL ADJUSTMENT

All employees included under the terms of this Agreement may be employed in any form of labor at the direction of the Executive Director or his/her designee.

Each employee that is temporarily assigned to duties of a position with a higher pay level than is the employee's base rate of compensation to the lesser of (a) the classification salary base of the higher level position, or (b) a rate of pay at least five percent (5%) above his current base rate of compensation. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employee's normal classification salary base. This temporary work level adjustment will take effect after ten (10) consecutive working days on the temporary position. Thereafter, if the same employee is temporarily assigned to the same position and sixty (60) days have not elapsed, the temporary pay adjustment will start on the first (1st) day of assignment.

ARTICLE VIII

NUMBER OF EMPLOYEES

The number of full-time employees or part-time employees hired under this Agreement will be determined exclusively by ZMHA, using, as a general rule, HUD's formula of one (1) maintenance person for every fifty (50) units of public housing, which number would include the supervisor.

ARTICLE IX

REDUCTION OR DEMOTION OR DISMISSALS

A. "Reduction" - Means a change of the classifications held by an employee to one having a lower base pay range, a change to lower step with a salary range, or any decrease in compensation for an employee. For purposes of layoff, a "reduced employee" is one serving in a classification lower than the one from which the employee was laid off or displaced.

"Demotion" - Means the act of placing, at the request of the appointing authority or the employee, an individual in a position, the classification for which carries a lower salary range than that previously held.

Reduction or demotion shall be made only for one (1) or more of the reasons given in Section 3.11 of Personnel Policy except that voluntary written agreement by an employee to a demotion or reduction shall be considered a satisfactory basis for such action in the absence of evidence to the contrary. The salary of an employee following demotion shall be fixed by the Executive Director at the equitable rate, not to exceed the rate of pay prior to the demotion.

- B. Employees will be dismissed at any time by ZMHA for unsatisfactory work, failure to comply with working regulations, gross misconduct and abolition of position. Refer to Personnel Policy for more details.

No employee under this Agreement shall influence or attempt to influence the political beliefs or acts of any applicant for tenancy, tenant-occupant or any member of the staff. A violation of the foregoing, of any provision of the so-called Hatch Act (Act of August 2, 1939 as amended by Act of July 2, 1940) shall be cause for immediate dismissal.

- C. Records of employees' past performance, attendance, attitude and etc., will be maintained on all levels for a period of three hundred and sixty-five (365) days, at which time all incidents as documented will be transferred to a master file and relieved from all other files. Said incidents which would affect employment will not be used against said employee providing a period of three hundred sixty-five (365) days have transpired since last incident.

ARTICLE IX-A

NON-DISCRIMINATION

There shall be no discrimination under the terms of this Agreement for reasons of race, religion, nationality, creed, sex or age, or because of physical or mental disability or because the person is a disabled veteran or a veteran of the Vietnam era in regards to any position for which the employee is qualified and bodily able to perform.

ARTICLE X

STOPPAGE OF WORK

There shall be no stoppage of work by dues paying members during disputes or for any reason for a period of fifteen (15) days from ZMHA's receipt of a notice from the National Labor Relations Board, during which time negotiations shall be engaged in between the representatives of the employees and ZMHA.

ARTICLE XI-A

SECURITY

Newly hired employees will be subject to an introductory employment period of ninety (90) calendar days. The parties herein agree that they will not, jointly or severally discriminate against any applicant for such work covered by this Agreement because of membership or non-membership in the Union.

During their introductory employment period, newly hired employees shall not have any rights through the grievance procedure to grieve the following:

Discharge, layoff, reassignments, scheduling and job evaluations. Upon successful completion of the introductory employment period, the employee shall be credited seniority from the most recent date of hire.

ARTICLE XI-B

INTRODUCTORY EMPLOYMENT PERIOD

For all original and promotional appointments, an introductory employment period of ninety (90) days must be successfully completed. The introductory employment period is a period of assessment where both the employee and the supervisor determine if the employee has performed the job satisfactorily. The introductory employment period may be extended for an additional ninety (90) day period at the discretion of the supervisor if the employee has not progressed satisfactory during the initial period. On an original appointment, if an employee's services are found to be unsatisfactory, the employee may be removed at any time. Whenever an employee is given a removal, a written statement of the reasons for such removal, signed by the Executive Director showing the respects in which the employee's service wasn't satisfactory, shall be given to the employee and ZMHA's Board of Commissioners.

ARTICLE XII

GRIEVANCE PROCEDURE

In the event that any grievance arises between an employee and ZMHA, it shall be handled in the following manner:

Step 1.

- A. The employee who feels he/she has a grievance or a dispute with ZMHA shall first (1st) take the matter up with his/her immediate supervisor.
- B. Any grievance not resolved in an employee and supervisor discussion may be reduced to a written grievance, and presented to the immediate supervisor within four (4) working days of the complaint. The written grievance shall be signed and dated by the aggrieved employee and a union representative, with receipt acknowledged by the immediate supervisor. The immediate supervisor will respond to the grievance in writing within four (4) working days of receipt.

Step 2.

- A. A grievance not settled at Step 1 may be appealed in writing within four (4) working days after receipt of the supervisor's written response. A meeting will be scheduled between the Executive Director or his/her designated representative and the aggrieved employee and a union representative. The Executive Director will provide a written response within four (4) working days of that meeting.

Step 3.

- A. A grievance not settled at Step 2 may be appealed in writing within four (4) working days after receipt of the Director's written response. A meeting will be scheduled between the Executive Director and the Union Business Representative. The Executive Director will respond in writing within four (4) working days of that meeting.
- B. In the event a satisfactory agreement has not been reached at Step 3, the Union or ZMHA has the right to request binding arbitration if such request is made within twenty-one (21) days of the Director's written response referenced in A above. Cost of arbitration shall be shared equally between the Union and ZMHA. The Arbitrator will be chosen by the parties according to the procedures of the Federal Mediation and Conciliation Service (FMCS).
- C. Any grievance decision not appealed at any step of the grievance procedure to the next step within the allotted time shall be considered withdrawn and the grievance shall not be subject to further action.

A twenty-four (24) hour notice will be given to all members and ZMHA to include the date, time and place of any Union meeting.

Time off for the Union Steward or Assistant Union Steward for assisting in the grievance procedure set forth above will be paid by ZMHA.

ARTICLE XIII

BEREAVEMENT LEAVE

An employee shall be excused from work because of death in his immediate family and shall be paid their base rate of pay eight (8) hours for those scheduled working days up to maximum of three (3) days from which they are absent from work (during the period from the day of death to the second (2nd) day after the funeral, inclusive). An employee who fails to attend the funeral shall be ineligible for the above benefits. For the purpose of this paragraph, the definition of immediate family shall include; wife, husband, children, brothers, sisters, parents, parents-in-law, grandparents, grandchildren or any person living in same household. An additional two (2) days of sick leave and/or vacation may be available upon approval by the Executive Director as per individual request.

ARTICLE XIV

JURY DUTY

An employee who loses hours of work because of service on a jury shall, upon presentation of a statement signed by an officer of the court involved signifying the time they served on the jury, be reimbursed at his hourly base rate for the hours lost from work by so serving, less the amount of jury pay received. In the case of being subpoenaed, an employee must provide a copy of the subpoena. In such case the employee shall be compensated only for the reasonable hours surrounding their required appearance.

ARTICLE XV

EMPLOYEE SAFETY

Any maintenance employee, upon his/her determination that a particular tool or vehicle is questionable according to safety standards, shall notify the Maintenance Supervisor of said problem at the first (1st) opportunity. ZMHA will schedule said tool or vehicle for repair within a seventy-two (72) hour period, or the said employee may refuse to use said tool or vehicle. Any broken or worn out tools will be replaced upon employee's request to ZMHA.

Any lost or stolen tools are at the employee's expense and will be deducted from the employee's paycheck, providing the tools were not stolen while on ZMHA property through no fault of the employee. The employee will be given a choice of utilizing a toolbox or belt. Only one (1) will be issued (for duration of its life expectancy). Lockers will be provided by ZMHA for the specific use of the employee to store such items as personal clothing, lunches, tools, etc. The use of said lockers for any other reason such as storage of contraband, alcohol, drugs, etc. is strictly prohibited. Any employee found to have said items in their possession will be dismissed from employment.

Uniforms shall be worn by ZMHA employee while at work and ZMHA shall provide uniforms at no cost to the employee.

ZMHA agrees to provide training to selected employees for the removal of deceased persons and the cleaning of bodily fluids therefrom. In extraordinary circumstances, and at the discretion of ZMHA, an outside provider may be retained to provide such services.

ARTICLE XVI

DURATION

This Agreement shall remain in full force and effective through December 31, 2023.

For the purpose of negotiation, the date of June 1st of the final year shall serve as an opening date for negotiation. Negotiations should be completed within ninety (90) days of this date or by a date mutually agreed to at the beginning of negotiating.

If the parties are not in accord as to the contents of a new agreement by October 1st, said parties shall jointly request the services of the FMCS and inform S.E.R.B. of their mutually selected mediator. The services of said agency shall be advisory only and both parties shall make a reasonable effort to reach agreement through the mediation provided by said service. All expenses of mediation shall be divided equally between ZMHA and the Union.

In the event the two (2) parties are unable to reach an agreement, the findings and recommendations of the FMCS mediator shall be presented to ZMHA and Union. Not later than seven (7) days after the findings and recommendations are received from the FMCS mediator, ZMHA's Board of Commissioners and the bargaining unit employees may reject the recommendations of the mediator by a three-fifths (3/5) vote of either total membership.

ARTICLE XVII

UNION RECOGNITION

While the Union is recognized as the sole and exclusive representative for the following job classifications, plus any future classifications which have been generally and historically covered by this Agreement for the purpose of establishing rates of pay, hours, and other conditions of employment, but excluding all supervisors and confidential employees, no bargaining unit employee, as later described in this Article, is required to become or remain a member of the Union or pay dues as a condition of employment with ZMHA. Employees in these job classifications have the legal right as public employees to join, resign from or opt out of the Union. Decision in this regard must be communicated to both the Union and ZMHA in writing in accordance with the Union's procedures.

The Union's exclusive bargaining unit includes the following job classifications and ZMHA will not recognize any other Union as the representative for any employees within such classifications:

- Level I – Entry Level (Custodian, Landscaper, Laborer, General Services I)
- Level II – General Services II
- Level III – Site Maintenance/Specialty Services
- Level IV – Skilled/Crafts

ARTICLE XVIII

SEPARABILITY

Should any part hereof or any provision herein contained be rendered illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any authorized government agency, including the NLRB, such invalidation shall not affect the remaining portions hereof, provided however, in such contingency the parties shall promptly meet and negotiate substitute provisions for those parts of provisions rendered or declared illegal or an unfair labor practice.

This Agreement between the Union and ZMHA is legally binding on said parties as is ZMHA's Personnel Policy which is written in consistency with this document and is hereby referenced accordingly.

ARTICLE XIX

DRUG POLICY

ZANESVILLE METROPOLITAN HOUSING AUTHORITY (ZMHA)

Zanesville, Ohio

Substance Abuse and the Drug-Free Workplace

Introduction

In recognition of the continued and growing problem of substance abuse, it is the policy of ZMHA that it shall take all reasonable measures to assure that drug and/or alcohol use by employees or other persons does not jeopardize the safety of our operations or otherwise adversely affect ZMHA, its employees, the community, or the public's trust in our ability to carry out our responsibilities.

ZMHA cannot and will not tolerate lapses in employee control of their abilities to operate safely and productively. Substance abuse can produce such lapses resulting in errors in judgment, loss of vigilance, and poor coordination, causing accidents and loss of public trust. Therefore, our goal is to establish and maintain a safe work environment within ZMHA free from the effects of substance abuse.

Substance Abuse Policy

The following is ZMHA Substance Abuse Policy:

- A. The use, possession, sale or distribution, or presence in body, of alcohol, drugs or controlled substances in the workplace is strictly prohibited. Violators will be subject to disciplinary action up to and including discharge. For purpose of this policy "drugs or controlled substances" include legal and illegal (street) drugs taken for non-medical reasons. It does not include prescription medication taken in accordance with a physician's instructions.

Appropriate law enforcement agencies will be notified of any controlled or illegal substances found on ZMHA property and these substances will be disposed of in accordance with their instructions. Some of the drugs which are illegal under federal, state or local laws include among others marijuana, heroin, hashish, cocaine, hallucinogens, inhalant and designer drugs, depressants and stimulants not prescribed for current personal treatment by a licensed physician.

- B. Urine tests may be used for drugs and controlled substances. Breath or blood tests may be used for alcohol. All tests will be conducted off site at a private medical facility under the supervision of the Executive Director or designee. A positive screening test may be followed by a more detailed confirmation test in cases involving severe disciplinary penalty to an employee.
- C. The privacy interests of employees and the legitimate interests of ZMHA in implementing and maintaining a substance abuse program will be accomplished by

(1) limiting the extent of the inquiries to that necessary to effectuate the substance abuse policy; (2) assuring disclosure of, and access to, information is on a strict need-to-know basis; and (3) informing employees of the purpose for which the information is sought.

D. All applicants for employment will be required to do the following as part of the employment process:

1. Sign a Substance Abuse Coverage Form which states that the applicant has read, understands and is subject to the Substance Abuse Policy as a condition of employment. The signed form will be retained in the applicant's personnel file.
2. Sign a Test Consent Form authorizing appropriate test to identify the presence of drugs or controlled substances and alcohol and release of tests results to the Executive Director of designee. The signed form will be retained in the applicant's personnel file.
3. At ZMHA's discretion and expense, take a prescribed test for drugs and controlled substances as a part of a pre-employment medical examination. Refusal of the applicant to sign the test consent form or the Substance Abuse Coverage Form or failure to receive a negative test result on the pre-employment medical exam will remove the applicant from consideration for employment on the basis of their not meeting all of the qualifications for the position.

E. ZMHA will make a public announcement of its Substance Abuse Policy. Further, employees' communications will be undertaken to ensure that each individual employee understands the policy's requirements and his or her obligation to cooperate fully in the testing program.

F. All employees will be expected to cooperate in submitting urine, and/or breath or blood samples under the following guidelines as a condition of continued employment.

1. A random drug testing program will be implemented on or after July 1, 2011 with twenty-five (25%) of employees tested each calendar quarter.
2. For-Cause Test for substance abuse where management has reasonable cause to suspect that job performance, work place incident, or unusual behavior may be related to substance abuse. For-Cause Test must be scheduled through the Executive Director or his/her designee. Each case will be reviewed on its merit before a referral is made.
3. Where an employee is involved in an accident at work resulting in a compensable injury or property damage.
4. The number of employees requested by management to participate in a For-Cause test may range from a single employee to all personnel who were

involved in an accident or who were working in or having access to the work area in which the incident occurred.

- G. Supervisory employees are to be constantly alert for any infractions of this policy and are responsible for identifying personnel whose behavior indicates they may be using prohibited substances. The supervisor is also responsible for ensuring that appropriate and prompt disciplinary action is taken.
- H. Refusal to submit a urine, and/or breath or blood sample will result in the employee being considered as having refused to follow reasonable instructions connected with a condition of employment and subject to disciplinary action up to and including discharge.
- I. Any employee, on a voluntary basis and not in violation of this policy, may ask for medical assistance due to alcohol, drug or other controlled substance abuse and will be provided referral assistance to medical and/or community resources by the Executive Director. Such employees will be eligible for health care benefits as provided by the Group Health Insurance Plan, sick leave and as required an unpaid medical leave of absence. Such employees will not be subject to disciplinary penalty. An admission of substance abuse during the disciplinary process due to a violation of this policy will preclude the imposition of disciplinary penalty.
- J. Nothing in this policy shall be deemed to preclude supervisory employees from taking appropriate disciplinary action under circumstances where any employee is observed to be clearly intoxicated. Such examples of intoxicated behavior include but are not limited to slurring of speech, disorientation, loss of basic physical coordinate and the like.

The Substance Abuse Policy will assist in establishing and maintaining a safe work environment free from the effects of substance use. Employees having questions concerning this policy should contact their supervisor.

The Zanesville Metropolitan Housing Authority (ZMHA)

I, _____, have read and understand the ZMHA's Substance Abuse Policy.

I further understand that the use, possession, sale or distribution of alcohol, drugs or controlled substances in the workplace is strictly prohibited. "Drugs or Controlled Substances" include legal and illegal (street) drugs taken for non-medical reasons. It does not include prescription medication taken in accordance with a physician's instructions. I also understand that the presence of such substances in my system during work hours, if found to be responsible for placing unacceptable risk and burden on the safe and efficient operation of my job is strictly forbidden.

I fully understand that my cooperation with and adherence to the ZMHA policies and procedures regarding substance abuse are conditions of my continued employment and that, if I violate, or am insubordinate by refusing to cooperate with any of these policies and procedures, I am subject to discipline, up to and including discharge.

Employee Signature

Date

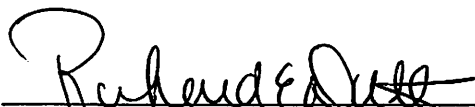
ARTICLE XX

SIGNATURE PAGE

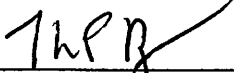
IN WITNESS WHEREOF, we the undersigned duly authorized representatives of the Union, its officers, agents and members and ZMHA hereunto affix our hands this 14TH day of January, 2021.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 18-S:**

**ZANESVILLE METROPOLITAN
HOUSING AUTHORITY:**



Richard E. Dalton, Business Manager

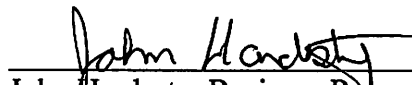


Thomas P. Byers, President

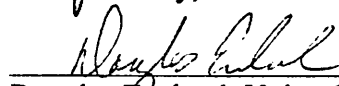


Michael R. Bertolone

Recording- Corresponding Secretary



John Hardesty, Business Representative



Douglas Eveland, Union Steward



David Conkle, Assistant Union Steward



Steven G. Randles, Executive Director

ZMHA MAINTENANCE UNION EMPLOYEES

NAME	HIRE DATE	TITLE	POSITION
1. Dale Price	07-05-88	Skilled/Craft	IV
2. Charles Drumheller, Jr.	04-16-02	Skilled/Craft	IV
3. Doug Eveland	12-04-03	Specialty Service (Site Maintenance)	III
4. David Conkle	08-16-04	Specialty Service (Painter)	III
5. William Harper	11-02-09	Specialty Service (Site Maintenance)	III
6. Greg Fisher	11-07-16	Specialty Service (Site Maintenance)	III
7. Jason Haren	07-02-18	General Services II/ Specialty Service (Carpentry)	II-III
8. Shane Stevens	04-01-19	General Services II	II
9. Terry Pletcher	10-15-19	Entry Level (Custodian, Landscaper, Laborer, General Services I)	I
10. Anthony Yerian	10-05-20	Entry Level (Custodian, Landscaper, Laborer, General Services I)	I

MEMORANDUM OF UNDERSTANDING

This memorandum first entered into on March 21, 2016, is hereby ratified this 14th day of January, 2021 by and between Zanesville Metropolitan Housing Authority (ZMHA) and International Union of Operating Engineers (IUOE) Local 18-S, hereafter referred to as "Union."

Given concerns with the prospect of bed bugs being present in areas where Employees work, the parties hereto agree as follows:

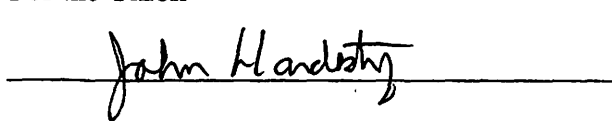
1. ZMHA has and will continue to provide information to Employees regarding the identification and extermination of bed bugs.
2. Employees acknowledge the need to be diligent about checking for the presence of bed bugs in dwelling units and other work areas and to thoroughly inspect clothing and personal effects for evidence of bed bugs.
3. Protective outerwear has been procured by ZMHA and can be requested by Employees where there is work in an area infested by bed bugs.
4. In the event that an Employee reasonably believes that a work situation has led to a bed bug infestation of their residence, they can request and will authorize ZMHA to order an inspection of those premises by a qualified extermination contractor, hereafter referred to as "Contractor." The cost of the inspection and any subsequent treatment recommended by Contractor will be paid by ZMHA, provided that Employee fully cooperates with Contractor as set forth below.
5. Employee agrees to fully cooperate with Contractor in all material respects related to the inspection for and treatment of any bed bug infestation. In the event that Employee fails to cooperate, Contractor will notify both ZMHA and Employee and any services subsequently provided by Contractor will be at Employee's expense.

The foregoing represents ZMHA's current procedure when it is notified by an Employee of a possible bed bug infestation at an Employee's place of residence. ZMHA agrees to provide thirty (30) days written notice prior to making any material change to this procedure.

For ZMHA



For the Union



Dated

1/14/2021

Dated

1/14/21