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AGREEMENT

Between

**THE
AKRON METROPOLITAN
HOUSING AUTHORITY**

AND

**OHIO COUNCIL 8 OF THE
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES AND
LOCAL 2517**

EFFECTIVE

JANUARY 1, 2023 THROUGH DECEMBER 31, 2024

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AGREEMENT

The Akron Metropolitan Housing Authority having its principal place of business at Akron, Ohio, is hereinafter referred to as "AMHA". Ohio Council 8 of the American Federation of State, County and Municipal Employees, and Local Number 2517, representing Employees of the AMHA as hereinafter defined in Akron, Ohio, and various locations throughout Summit County Ohio, is hereinafter referred to as the "UNION".

ARTICLE 1 INTRODUCTION

Section 1. It is the mutual desire of the parties to promote cooperation and harmony and to formulate rules to govern relations between the AMHA and the UNION.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The AMHA retains all management rights and functions it possessed prior to entering into this Agreement with the Union; nothing in this Agreement shall be construed to limit AMHA in any way in the exercise of the regular and customary functions of management and the operation of the authority, except as may be specifically abridged, relinquished, or modified herein by an express provision of this Agreement. It is understood that such management rights include, but are not limited to, the following:

- a. The right to hire new Employees and to direct the working force.
- b. To promote, demote, suspend, discipline, discharge for just cause, transfer or layoff Employees because of lack of work or funding.
- c. Schedule the daily hours of work at the job sites which hours may be required to be changed from time to time.
- d. To establish, modify, consolidate, or abolish job (or classifications) and to determine staffing; including, but not limited to, assignment of Employees, number employed, duties to be performed, qualifications required in areas worked. AMHA maintains the right to subcontract work customarily and traditionally performed by unit Employees and to subcontract other work to the extent that business exigencies may require when such work cannot be practically or economically performed by unit Employees; provided, however, such subcontracting shall not be done for the purpose of shrinking the Bargaining Unit or evading the contract.

Section 2. The Union recognizes and agrees that each Employee must put forth a fair effort and perform as efficiently as possible; and to cooperate with AMHA efforts to assure a fair day's work. The Union further agrees it will support the AMHA in improving productivity, eliminating waste, conserving materials and supplies, improving the quality of workmanship, and strengthening good will between the AMHA and the Employees.

ARTICLE 3 BARGAINING UNIT

Section 1. The AMHA recognizes the Union as the sole and exclusive bargaining representative of its Employees in the classifications described herein, for wages, hours, terms and other conditions of employment.

Section 2. The Bargaining unit shall consist of full time and any part-time Employees who are regularly scheduled an average of twenty (20) hours or more per week on the Field Maintenance Staff who are assigned to the following classifications:

- Carpenter
- Electrician
- Electrician (Licensed)
- HVAC Mechanic
- HVAC Mechanic (Licensed)
- Janitor
- Laborer
- Lead Pest Control Technician
- Locksmith
- Maintenance Mechanic
- Maintenance Worker
- Mason/Concrete Worker
- Material & Supply Clerk
- Mechanic
- Painter*
- Pest Control Technician
- Plasterer
- Plumber
- Plumber (Licensed)
- Sanitation Truck Driver
- Siding Applicator
- Skilled Trades Assistant
- Truck Driver
- Vehicle and Equipment Operator

*Individuals who are presently painters will have the option to remain as such. Those who wish to change will be classified as Maintenance Workers and will be trained to perform the tasks of that classification.

Section 3. Employees excluded from the bargaining unit are as follows: All supervisors, clerical, secretarial, and administrative Employees.

Temporary Employees shall be excluded from the bargaining unit unless they work more than one hundred twenty (120) days.

Seasonal, casual and student Employees shall be excluded from the bargaining unit unless they work more than one hundred eighty (180) days.

Section 4. Union Security

- a. The Employer agrees to deduct Union membership dues in accordance with this Article.
- b. The Employer agrees to deduct regular Union membership dues once each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the Employer by the employee or the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the employee's check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.
- c. The parties agree that the employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- d. The Employer shall be relieved from making such individual "check-off deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization.
- e. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.
- f. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.
- g. The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Employer prior to making any changes in an individual's dues deductions.

- h. "Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period. Copies of employee's dues checkoff authorization cards are available from the Union by request".
- i. The employer and the Union agree that if a Service Fee or Fair Share Fee becomes permissible, they will enter the appropriate language under this section of the agreement.
- j. All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of the Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provided the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account.

Additionally, the Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to oc8dues@afscme8.org, subject line: Local 2517. Pay date __/__/__.

- k. DUES LIST: In alphabetical order by last name, the name and social security number and department/work unit of each employee for whom a union dues deduction was made, the amount of the deduction for each employee and the total amount of dues deducted for all employees for the pay period of the report.
- l. BARGAINING UNIT NON-MEMBERS LIST: In alphabetical order by last name, the name and social security number and department/work unit of each employee.
- m. The total remittance amount shall also be included.
- n. A copy of the aforementioned list of employees shall also be forwarded to the Treasurer of Local 2517 and Ohio Council 8, Akron Regional Office, 1145 Massillon Road, Akron, Ohio 44306, during the same period.
- o. Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision alone shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful alternative provisions.

- p. The Employer shall provide to AFSCME Ohio Council 8, Akron Region, via electronic transmission, or by mail to 1145 Massillon Road, Akron, Ohio 44306, a list of all hires in the bargaining unit and their address no later than the last work day of each month.

Section 5. Job Description

- a. The bargaining rights agreed to herein shall be interpreted to mean that the AMHA will not make recommendations concerning matters covered by the Agreement or other working conditions without first discussing with the Union and attempting to reach agreement thereon.
- b. Employees who are excluded from the Bargaining Unit shall not perform work routinely performed by Bargaining Unit Employees, except to assist, train, or help a unit Employee, or in emergencies; performance of any unit work by an excluded Employee which is *de minimis* and does not harm a unit Employee shall not be considered a violation of this clause. Employees excluded from the bargaining unit shall not be used for the purpose of depleting and/or eroding the bargaining unit or to deny bargaining unit Employees benefits as provided under this Agreement.
- c. It is agreed that any Employee covered by the Agreement, excepting those excluded by Section 2 of this Article, shall have the right to join the Union for their mutual aid or protection.

Section 6. Job Description

- a. Job descriptions for bargaining unit positions shall be those in effect at the beginning of this contract and shall not be arbitrarily changed by the AMHA.
- b. The administration and operation of a job evaluation program including job descriptions and job classifications are the functions and responsibilities solely of the AMHA
- c. If substantial changes occur in the method of operations, duties, tools, or equipment of a job classification, or if a new job classification is established by the AMHA which has not been previously classified, the AMHA shall notify the Union of its intent to establish such change or new job classification ten (10) days before it institutes such change or new job classification, and the wage rate therefor shall be negotiated between the AMHA and the Union. If the parties cannot agree upon a proper wage rate, the AMHA may set up the wage rate and the matter may be referred to Step 3 of the Grievance Procedure.
- d. If the parties mutually agree to the wage rate and the classification or if the matter is referred to arbitration, such wage rate and classification shall become a part of the

wage agreement and the negotiated or determined rate, if higher than the rate established by the AMHA, shall be applied retroactively to the date the Employee started to work.

Section 7. P.E.O.P.L.E. Deductions

- a. The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union, pursuant to the authorization card attached hereto as Exhibit A, no later than the tenth (10th) day following deductions. The Chapter Chairperson shall be furnished an alphabetical listing of Employees having political deductions made at the time the contributions are submitted to the Union.

ARTICLE 4 SENIORITY

Section 1. Definitions. Seniority is an Employee's uninterrupted length of continuous full time service with the AMHA compiled by time actually on the AMHA payroll, including any approved leaves of absence, unless specified otherwise in other Articles of this Agreement. Newly hired probationary Employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire. **Effective October 1, 2022, for every 2080 hours compensated, part-time employees shall be credited with one (1) year of seniority.**

Section 2. Seniority Posting. The AMHA shall post a copy of the seniority list showing the seniority of each Employee listed by job classification, and unless an Employee makes objection thereto within ten (10) working days on which the Employee has been at work after the list is posted, he shall not thereafter be permitted to question his seniority as listed thereon until the next required revision or updated every 90 days with copies being furnished to the Union at such time. The list shall be posted at the following designated sites: Administrative Offices, Service Center, Scattered Sites and AMP Offices where maintenance Employees are regularly assigned. In addition, copies will be distributed to AMP sites where maintenance Employees may be regularly assigned but no AMP offices are maintained by AMHA.

Section 3. Seniority shall accrue during sick leave, paid or unpaid.

Section 4. Loss of Seniority. An Employee shall lose all seniority rights to continued employment for any one or more of the following reasons:

- a. Retirement (this is not to be construed to mean that the retiring Employee loses benefits to which he is entitled at the time of his retirement).
- b. Voluntary resignation.
- c. Discharged for cause when such discharge is not reversed by way of the grievance and arbitration procedures.

- d. Failure to give notice of intention to report and/or failure to report for work when recalled from layoff. An Employee shall be deemed to have failed to report for work if he does not report within five (5) working days after the mailing of a letter of recall by certified mail, return receipt requested, unless due to actual illness or accident the Employee was unable to respond and the Employee so notifies the Employer in a timely manner upon his recovery. The Employer may require substantiating proof of such illness or accident. It shall be the Employee's responsibility to provide the Employer with his proper address and telephone number for purposes of such notification.
- e. Loss of Seniority. Layoff or absence from work for any reason for a continuous period of twelve (12) consecutive months. Absence from work for a continuous period of twelve (12) months will be defined as the employee's inability to work at least 30% of the AMHA's work days during that time period.
- f. AMHA will comply with PERS regulations pertaining to reinstatement of employees returning from PERS disability retirement.
- g. Failure to report off for three (3) consecutive work days, unless the Employee can verify in a timely manner that conditions made it impossible for him to report off during this period.
- h. Failure to report to work on the first day following the expiration of an approved leave of absence, unless a satisfactory reason is given in a timely manner.
- i. The making of a materially false statement on any documents relating to employment at the AMHA, including employment applications, or any false statement in obtaining AMHA employment or obtaining or renewing a leave of absence, providing the Employer acts within a reasonable time after learning of the falsification.

Section 5. Probationary Period. New Employees shall be on probation for a period of one hundred twenty (120) calendar days. During such probationary period, an Employee may be discharged at any time and such action shall not be subject to the grievance or arbitration procedure. A new Employee may join the Union as of the first day of the new hire probationary period.

Section 6. Notification. The AMHA shall furnish the Union a notification of new hires into the bargaining unit including temporary Employees, seasonal Employees, casual Employees and student Employees within fifteen (15) days of the Employee's hire date. Such notification shall contain name, classification, hire date, rate of pay and location. The AMHA shall furnish the Union notification of termination of an Employee within fifteen (15) days of such termination. Termination shall be interpreted as voluntary and/or involuntary termination of employment. Such notice shall contain name, classification, location and date of termination. The AMHA shall furnish the Union notification of all other new hires on the first of each month.

ARTICLE 5 HOURS OF WORK AND OVERTIME

Section 1. Hours

- a. The normal work week for all **full-time** employees covered by this Agreement shall be forty (40) hours, worked in five (5) consecutive eight (8) hour days, Monday through Friday. The weekly pay period begins Saturday 12:01 a.m. and ends the following Friday 12:00 midnight.

The normal work week for part-time employees will be Monday through Friday, less than thirty (30) hours per week. The employee and Supervisor will work together to set a work schedule for the employee.

- b. The normal work shift shall begin at 8:00 a.m. and end at 4:30 p.m. The Employee's work day shall be eight and one half (8 ½) consecutive hours exclusive of one hour lunch period. One-half of this lunch period shall be paid, and one-half shall be unpaid. Changes in the regular starting and quitting time shall first be discussed with the Union one week in advance of any change. Changes shall not be made in an arbitrary fashion. Emergency changes of a temporary nature shall be made by the AMHA.
- c. **Part-time employees that work an eight (8) hour day shall be entitled to a lunch period as set forth above.**
- d. Employees shall be permitted a paid fifteen (15) minute break during each one-half (½) shift. The break period shall be scheduled as close to the middle of each one-half (½) shift as possible.
- e. Employees shall be permitted fifteen (15) minutes with pay prior to the end of the shift to clean up or wash up, or to change clothes in preparation of leaving work.

Section 2. Overtime

- a. Overtime work shall only be performed when such overtime is authorized in advance by the AMHA Executive Director or designee. An Employee may leave a message with his or her immediate supervisor of the need to work overtime in the event of a workplace emergency requiring overtime work by the employee.
- b. Overtime work shall mean hours or fractions thereof which are worked by any Employee in excess of his normal eight (8) hour day, or in excess of forty (40) hours per week.
- c. All hours worked in excess of the eight (8) hour day shall be paid at the rate of time and one-half the regular straight time rate. All hours worked in excess of the established forty (40) hour week shall be paid at the rate of time and one-half the

regular straight time rate; holidays, vacations, compensatory time, and sick leave time shall be counted as hours worked for purposes of this section. If an employee uses **more than** three (3) hours of sick leave in a calendar day, those sick hours will not count as hours worked for overtime purposes for that calendar day. There shall be no pyramiding of overtime.

- d. Employees who perform work on a Sunday shall be paid at two (2) times the Employee's regular rate of pay, for all hours worked, regardless if such time is in excess of forty (40) hours during the Employee's work week.
- e. An employee may elect to use compensatory time in lieu of overtime payment which shall be compensated at the same rate as provided for in Section 2(c) of this Article. Compensatory time for overtime worked shall be granted within a reasonable period after requesting the use of such time unless to do so would unduly disrupt AMHA's operations. Compensatory time off in lieu of pay must be pre-approved by the employee's immediate supervisor and certified by the employee **in the HRIS system** at the time of the election. Compensatory time may not be used in lieu of sick time. Compensatory time may accumulate to a maximum of one hundred twenty (120) hours at any time. After said accumulation of overtime hours, overtime shall be paid at rates under Section 2 (c) of this Article. If the accumulation of compensatory time creates an adverse impact on the agency or in the event of insufficient work, the AMHA reserves the right to require an employee to use accrued compensatory time. Upon separation or layoff, employees shall be paid for any accrued but unused compensatory time. The AMHA may, at its discretion, pay employees for their unused compensatory time in the last full pay period at the end of each fiscal year.

Section 3. Equalization of Scheduled Overtime

- a. Scheduled overtime in excess of the normal forty (40) hour week shall be offered to Employees within the classification(s) normally assigned to perform the work.
- b. Scheduled overtime is that which is planned and shall be offered at least a day in advance of the date such overtime is to be worked. Scheduled overtime which is planned for a Saturday shall be offered at least twenty-four (24) hours in advance of the date and time such overtime is to be worked. Scheduled overtime which is planned for a Sunday shall be offered at least forty-eight (48) hours in advance of the date and time such overtime is to be worked.
- c. A record of overtime hours worked by each Employee shall be posted on the unit bulletin board continuously and updated bi-weekly. Copies of these will be sent to the Union President and Grievance Chairperson on a bi-weekly basis. On each occasion to work overtime, the overtime to be worked shall be offered beginning with the Employee, within the classification, with the lowest amount of overtime to his credit provided the Employee has the skill and ability to perform the necessary work.

- d. An Employee may refuse overtime which is offered, but such refused overtime shall be recorded on the overtime posting sheet as overtime worked.
- e. The parties agree that for purposes of scheduled overtime, an eight (8) hour spread between Employees per month, per Asset Management Property Group(s) ("AMP(s)") to which they are assigned, shall be considered as overtime being equalized. The calculation of overtime for purposes of equalization shall begin anew each month.

Section 4. Emergency Standby Overtime

- a. Employees desiring to work emergency standby overtime shall so designate each November, for the following calendar year, on sign-up sheets to be posted by the AMHA for at least three (3) working days. The AMHA will determine the number of emergency overtime opportunities to be posted. Employees may bid on blocks of time of either one-week assignments (5 weekdays including holidays falling on a weekday) or weekend assignments (Saturday and Sunday) by seniority. The blocks of time Employees may bid on are as follows: One week assignment is Monday through Friday from 4:30 p.m. to midnight. The weekend assignment is Saturday at 12:01 a.m. to Sunday, midnight. In order to receive emergency standby overtime work, an Employee must have the skill and ability to perform customary emergency repairs. In the event the AMHA does not receive sufficient bids to cover all time blocks, the AMHA will assign Employees by reverse seniority to work the necessary blocks of time to obtain full coverage.
- b. Employees who are scheduled to work emergency standby overtime and are not available or refuse such overtime when called will be subject to disciplinary counseling. Employees who work for 16 continuous hours must contact the Property Manager on call and take an eight (8) hour break. Emergency standby overtime will be paid at a rate of time and one half (1 ½) the Employee's regular straight time rate for hours worked. Employees who work emergency standby overtime on a weekday between 12:00 a.m. and 8:00 a.m. will also be paid the shift differential for those hours worked. Emergency standby overtime work on Sundays and holidays will be paid at two (2) times the Employee's regular rate of pay. Employees will be paid a minimum of five (5) hours of emergency standby overtime pay for each block of five (5) weekdays that the Employee is scheduled to work emergency standby overtime. Employees will be paid a minimum of four (4) hours, 2 hours for Saturday and 2 hours for Sunday, of emergency standby overtime pay for each block of two (2) weekend days that the Employee is scheduled to work emergency overtime. The AMHA reserves the right to limit an Employee's scheduled overtime in the event that an Employee's on call duties interfere with his ability to effectively perform his duties on his regular shift.

Employees that work sixteen (16) continuous hours will be paid straight time while taking their eight (8) hour break during their regularly scheduled shift, and will not be required to report to work.

- c. Employees scheduled to work emergency standby overtime will be provided with trucks to use, and are required to take the vehicles home for the duration of their scheduled assignments and return them to the AMHA on their next scheduled workday. The AMHA vehicles are to be used for AMHA authorized business reasons only. In the event that it is not feasible to park the AMHA vehicle at the Employee's residence, the Employee may, if he has his supervisor's approval in advance, park the vehicle at an appropriate AMHA property located in the vicinity of the Employee's residence. Employees will be provided with **an Agency on call cell phone** and will be **telephoned, texted, or emailed** and informed of the emergency standby overtime work if they have the skill and ability to do the required work. Employees who are **contacted** are expected to respond **within** a ten (10) minute time period. Failure to timely respond will constitute a refusal of overtime and will result in disciplinary counseling and forfeiture of the Employee's minimum overtime pay for that scheduled block of time. If the scheduled Employee fails to timely respond, the AMHA has the right to assign the work to any other qualified AMHA Employee or contract the work to an outside agency, if a qualified AMHA Employee cannot respond in a timely manner.
- d. Employees who are not scheduled to work emergency standby overtime from the November posting may sign up for backup emergency overtime calls and will be called by AMHA to perform emergency overtime work as needed, consistent with their skills and abilities. Emergency standby overtime opportunities will not be equalized.

Section 5. Emergency Overtime

- a. Emergency overtime is defined as that overtime necessary because of a situation occurring after the Employee's normal work shift and is of a nature which AMHA determines requires immediate attention; or as unscheduled/unplanned overtime necessitated by a situation occurring during an Employee's normal work shift, and is of such a serious nature as to require an Employee to work beyond normal quitting time to complete an assignment. (Under such circumstances, an Employee who works shall be guaranteed a minimum of one (1) hour pay at the appropriate rate of pay.) In the event of an emergency or after hours maintenance call, AMHA may assign the work to an Employee already working scheduled overtime.
- b. Employees desiring to work emergency overtime shall so designate each November 1 through November 15, for the following calendar year, on an emergency sign-up sheet which shall be initiated on a seniority basis and updated bi-weekly. Said sheets shall revert to "0" hours each January 1 and AMHA will make reasonable efforts to equalize such overtime throughout the year as appropriate. Employees who sign up for emergency overtime other than during the sign-up period shall be assigned the average number of hours of all Employees on the appropriate sheet. Employees who sign up for emergency overtime and refuse such overtime shall be subject to non-disciplinary counseling for the first refusal and may be subject to possible disciplinary action for further refusals. Employees may voluntarily remove their

names from the list at any time for a minimum of ninety (90) days. If an Employee is being counseled or disciplined or otherwise for a minimum of thirty (30) calendar days and reinstated upon request with the average number of hours of all Employees on the appropriate list. If insufficient Employees on the appropriate list respond to emergency overtime, AMHA reserves the right to call any Employee available which shall not be subject to equalization. Overtime performed contiguous to the end of a scheduled shift shall not be considered emergency overtime or subject to equalization.

- c. When it becomes necessary to work emergency overtime, other than for snow removal, the two Employees **low in hours** within the AMP(s) who have signed the emergency overtime sign up sheet shall be offered the emergency overtime if they have the ability to do the required work. If such Employee(s) refuses to work the emergency overtime and/or there is not an Employee signed to work emergency overtime in such AMP(s) the emergency overtime shall be offered to Employees at the Service Center who have the skill and ability to perform the work. The Employee refusing such overtime shall be subject to the counseling and disciplinary procedures of paragraph (b) above. Employees with the ability to perform the required work will be contacted by the AMHA to perform overtime work. Employees may be relieved of the requirement to respond in the event of an Employee's personal emergency by reporting their unavailability in advance to the duty person if practicable or as soon as possible thereafter.

Section 6. Snow Removal. Overtime for snow removal shall not be subject to the provisions of this Article and shall be based upon routes as established by the AMHA. Routes shall be assigned first to those Employees who normally perform snow removal work during regularly scheduled work hours. Thereafter, overtime shall be offered to those qualified Employees who have signed up for such overtime between December 1 through December 15 each year. Employees who plow for 12 continuous hours must take an eight (8) hour break.

Section 7. Call Back Pay. When an Employee who is not scheduled for emergency standby overtime is called by the AMHA to report for work after termination of his regular scheduled shift and he reports to work, he shall be paid not less than **three (3)** hours pay at the rate of time and one-half of his regular straight time hourly rate, regardless of the hours worked by the Employee prior to call back.

When an employee is called to advise or consult on a matter, after termination of their regular work shift, the employee shall be paid a minimum of thirty (30) minutes at time and one-half (1.5), or at time and one-half (1.5) their hourly rate of pay for all time worked in excess of thirty (30) minutes. This call to the employee shall have prior approval from the manager on call, unless the manager is the person making the call.

Section 8. Pay Periods. Pay periods and pay days as agreed to by the parties shall remain in effect for the duration of this Agreement. The AMHA will issue manual checks for errors made by the payroll department in excess of \$100.00 pertaining to the regular pay of employees. All other corrections, such as, for example, for late leave slips, overtime slips, or out-of-class pay requests,

will be paid in the next regular paycheck for the employee.

ARTICLE 6 HOLIDAYS

The following legal holidays will be observed and all full time permanent Employees shall receive compensation at their regular rate of pay, **and all part-time employees shall receive compensation at their regular rate of pay to the extent that they would have worked on the day of the holiday**

1. New Year's Day
 2. Martin Luther King's Birthday
 3. President's Day
 4. Good Friday
 5. Memorial Day
 6. **Juneteenth**
 7. Independence Day
 8. Labor Day
 9. Columbus Day
 10. Veteran's Day
 11. Thanksgiving Day
 12. Friday after Thanksgiving
 13. Christmas Day
 14. Related to Christmas Day*
- * –**Friday December 22, 2023**
* –**Tuesday December 24, 2024**

Section 1. When a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Section 2. Employees scheduled to work any of the above holidays shall be paid eight (8) hours holiday pay plus double their regular rate of pay for all hours worked.

Section 3.

- a. If a holiday falls during an Employee's vacation period, he shall be paid for the holiday, and he will not be charged a vacation day for that day off work.
- b. If a holiday is observed while an Employee is on sick pay, he shall be paid holiday pay for the holiday within the same period that all other Employees received holiday pay, but he shall not be paid for a sick day and such day shall not be charged against his accumulated sick leave.

Section 4. Holiday Sick Pay Eligibility. To be eligible for holiday pay, an Employee must work the last scheduled day before the holiday, and the first scheduled day following the holiday, unless

the Employee is on paid leave or under suspension. If the suspension period includes the holiday, the suspension will be extended by that amount of time. The AMHA may require verification of illness regardless of length of the sick leave under such circumstances.

Section 5. Holiday pay shall be considered hours worked when computing overtime.

Section 6. Exceptional Attendance Award. Employees with exceptional attendance for an entire calendar year will receive an additional paid holiday in the next calendar year at a time mutually scheduled by the Employee and the Employee's supervisor. The additional paid holiday will be based on hours worked per year by the Employee, i.e., 2080 hours per year, minus vacation time used, holidays, funeral leave and court leave under Article 9.

ARTICLE 7 VACATIONS

Section 1. Each full time Employee of the AMHA, upon completion of **their one hundred twenty (120) day new hire probationary period**, shall have earned and will be due upon the **completion of their probationary period, vacation leave. Thereafter, the employee shall receive vacation annually on the employee's anniversary date of hire**, and vacation leave **shall be** calculated at the straight time hourly rate of pay being earned by the Employee at the time of taking said vacation.

When an employee is hired with prior public service, their total services years are taken into account when determining vacation accrual amounts. Employees are only permitted to carryover up to ninety-six (96) hours of unused vacation from one year to the next.

Each part-time employee of AMHA, upon completion of their new hire probation, shall be granted the use of nonpaid vacation hours, up to the amount of hours they would have worked in two (2) weeks under their normal work schedule. Part-time employees shall not be penalized for this time off under the AMHA Attendance policy.

Section 2.

- a. The anniversary date of such Employee shall be the anniversary date of the attainment of the first full year of employment with the AMHA. Employees who have less than one (1) year of service, and who terminate their employment prior to attaining one (1) year of service, shall not be entitled to any pro-rata vacation as provided for herein.
- b. Employees who attain their first full year of employment shall continue to accrue vacation at the appropriate rate from their anniversary date to the end of that calendar year.

Section 3.

- a. An Employee who is absent from work without pay or is off on a non-AMHA job-related Workers' Compensation illness or injury will be credited with vacation

entitlement on a pro-rata basis depending upon the month in which he returns to work.

An Employee who returns to work between January 2 and April 30 of the current calendar year will be credited with all his current calendar year's vacation; an Employee who returns to work between May 1 and August 31 of the current calendar year will be credited with two-thirds (2/3) of his current calendar year's vacation; an Employee who returns to work between September 1 and December 31 of the current calendar year will be credited with one-third (1/3) of this current calendar year's vacation. An Employee will not be eligible to receive any vacation entitlement if he remains absent from work without pay for the entire calendar year.

- b. Employees with more than one (1) year of service shall receive vacation for any unused, approved carry-over days upon termination of employment and upon retirement as set forth herein, at the rate of pay being received by the Employee at the date of separation from service. Additionally, an Employee, upon separation from employment, shall receive pro-rata vacation in accordance with Section 3 (c) of this Article.
- c. Employees who terminate employment during the year will be compensated for the pro-rata days earned (including any eligible carryover days less any days used or paid). This provision will take effect on the same date it is implemented for Non-Bargaining employees.
- d. Employees who are absent during part of the vacation year because of a verified compensable AMHA job-related Workers' Compensation illness or injury will have the periods of such absence credited as weeks worked for purposes of actual vacation accrual or entitlement, as applicable.
- e. Employees who are absent during part of the vacation year because of an approved paid sick leave will have the periods of such absences credited as weeks worked for purposes of actual vacation accrual or entitlement as applicable.

Section 4. Full-time employees who are eligible for vacation shall receive vacation time off with pay as follows:

Years of Service	Length of Vacation
1 through 5	12 work days
6 through 10	15 work days
11 through 15	18 workdays
16 through 20	21 work days
21 through 24	24 work days
25 or more	25 work days
31 or more	28 work days

Section 5. Vacation Scheduling

- a. The choice of vacation period shall be according to seniority, provided it does not conflict with the AMHA's obligation to maintain an efficient work force. Vacation scheduling will be by AMP(s) and Service Center instead of agency-wide.
- b. Employees with more than two (2) weeks of vacation eligibility per year may be required by the AMHA to take two (2) weeks of vacation at one time and select another period for additional vacation time off.
- c. The total number of Employees who are permitted to be on vacation at the same time shall be governed by the needs of AMHA.
- d. Employee requests for scheduled vacation time off must be requested by January 31st each year, for the remainder of the calendar year, and the AMHA will set vacation schedules by March 1st of each year. When these schedules have been set, they shall not be changed without the express consent of the Employee involved and the AMHA, except in cases of recognized emergencies, such as acts of God. After vacations have been selected, any changes must be made at least one (1) week in advance except for recognized emergencies. Requests for full week blocks of vacation take priority over requests for 2 days or less of vacation time off.
- e. Vacation days may be taken in lieu of sick leave **once sick leave has been exhausted**. An employee may arrange in advance to use a combination of sick leave and vacation prior to being placed on an extended illness leave under Article 13, Section 1 (d).
- f. An Employee may not carry over into the succeeding anniversary year more than twelve (12) days vacation without the express written consent of the Executive Director. The AMHA will provide, by September 1st of each year, a notice to Employees who at that time have more than 12 vacation days remaining for use that year. Employees may then request by October 31st to carry over more than 12 vacation days into the next year.
- g. All vacation time must be taken in two (2), four (4) or eight (8) hour increments, unless lesser increments are approved by the AMHA.
- h. In the event of the death of an Employee, the Employee's estate will receive the entire balance of the current years entitlement as if the Employee had worked the entire year. This will include any approved carryover from the previous year.
- i. Employees may, with twenty-four (24) hour advance written approval from their supervisor, choose to use their vacation time on a one-day at-a-time basis.

Section 6. Emergency Vacation Time

- a. An Employee may use vacation time, up to a limit of three (3) days annually for emergency purposes. An emergency situation is one over which the Employee has no control and requires immediate attention. Notice of such emergency, or urgent personal business shall be given as many days in advance as possible.
- b. The request for the use of vacation days for emergency leave shall be **entered via electronic request through the AMHA Payroll/HRIS system**, and shall be in not less than one (1) hour increments. The approval or non-approval of the use of an emergency vacation day will be made upon the basis of information provided upon said form, and/or other documentation.

Examples of Emergency Leave are:

- death, other than Employee's immediate family
- serious accidents or illness in the Employee's immediate family if the Employee has no accumulated sick leave
- fire, explosion or calamity at the Employees residence
- Employee's automobile breakdown.

Section 7. Vacation Buyout. Employees who attain six (6) years of service are eligible to receive payment for unused vacation subject to the following limitations:

- a. A minimum of (10 day/80 hours) must be scheduled and used annually.
- b. Employees have the option to receive compensation for unused vacation time at the rate of pay it was accrued for vacation hours in excess of eighty (80) hours.
- c. The buyout of eligible vacation time will be offered annually and must be completed prior to the annual scheduling of vacations (January).
- d. The AMHA reserves the right to limit vacation buyout due to financial hardship. If this occurs the AMHA will provide as early notice as possible to all eligible Employees.

ARTICLE 8 SICK LEAVE

Section 1.

- a. All Employees covered by this Agreement shall be entitled to sick leave, to be accrued at the rate of **six hundredths (.06)** hours with pay for **regular hours** of paid service or AMHA job-related Workers' Compensation **up to a maximum of one**

hundred twenty (120) hours per calendar year. All unused sick leave shall accumulate without limit.

- b. Upon the approval of the Executive Director of AMHA, or his duly designated representative, an Employee eligible for sick leave shall be granted such leave with full regular pay for absence due to:
 - (1) Personal illness, including pregnancy
 - (2) Injury
 - (3) Exposure to contagious disease which could be communicated to another Employee
 - (4) Illness or injury in the Employee's immediate family
 - (5) Death in the immediate family, not to exceed five (5) working days.

Sick leave will run concurrently with leave entitlements under the Federal Family and Medical Leave Act ("FMLA") and any applicable state laws.

Section 2.

- a. All use of sick leave, paid or unpaid, must be reported via electronic request through the AMHA Payroll/HRIS system. Said form, attached hereto as Exhibit B, shall be signed by the Employee. Substantial changes to form will be negotiated with Union.
- b. Employees taking a sick leave of three (3) days or more shall be required to provide medical verification of the necessity for the absence by the Employee's treating physician upon request of the AMHA.
- c. In case of illness or injury in the immediate family, "Immediate Family" is defined as any person residing in the household with the AMHA Employee, parents and grandparents. This section shall apply to adults who are children or siblings of Employees but live outside the household, only in case of serious illness or injury which renders the child or sibling unable to care for himself or herself, and no other family members is available to care for him or her.
- d. Sickness on the job must be verified by the supervisor when the Employee remains absent part of one (1) day or goes home early from work. Illness shall also include medical, dental or optical examinations or treatment of the Employee or a member of his immediate family when the Employee must accompany such member of the immediate family.

Medical appointments and examinations should be set to minimize absence from work.

Section 3. Pregnancy. AMHA policy will be in accordance with the Family and Medical Leave Act and state law.

Section 4. Call in Procedure In Case of Absence

- a. Employees who are unable to report to work must report the absence by calling the central office call off number (currently [330] 762-4656) and leaving a message at least one half hour prior to the start of their scheduled shift. Employees must state their name, the reason for the call off, and the expected return to work date.
- b. In case of surgery or serious illness, the Employee or a member of the immediate family is to notify the central office call off number (currently [330] 762-4656) of the employee's condition, and probable duration of the absence. Following the first month of absence, such notification shall be made bi-weekly.
- c. It is necessary to call each day to the central office call off number (currently [330] 762-4656) of the absence, unless an Employee, in the initial call, stated he would be absent three (3) or more days; however, if a holiday or weekend intervenes, the Employee must report off again on Monday, or the day after the holiday.
- d. If an Employee is absent from work and does not telephone central office call off number (currently [330] 762-4656) at least 30 minutes prior to the start of the shift, such absence may be considered an unexcused absence and he may forfeit sick pay for all the time during which he was absent from work.
- e. The Employee shall keep Human Resources informed of the probable duration of the illness and the probable date of his return to work.

Section 5. Falsification of Forms. If it has been established that an Employee has falsified the electronic request or is otherwise misusing his sick leave privileges, he may be subject to disciplinary action up to and including discharge.

Section 6. Sick Leave Cashout. Upon retirement, an Employee shall receive pay for his unused accumulated sick leave in an amount not to exceed one hundred twenty (120) days. In the event of death, the Employee's estate will receive up to one hundred twenty (120) days of unused sick leave at their current rate of pay. Additionally, the estate will receive up to forty-five (45) days of the employees unused sick leave remaining beyond the one hundred twenty (120) days at one half (½) their current rate of pay. Effective January 1, 2019, or when implemented for Non-Bargaining employees, whichever comes later, employees shall receive pay for his/hers unused accumulated sick leave, in an amount not to exceed pay for six hundred sixty (660) hours. In the event of the death of an employee, the AMHA will pay the employee's estate up to six hundred sixty (660) hours of the employee's unused accumulated sick leave.

Section 7. Long Term Illness Reporting

- a. Any Employee who is absent from work due to an extended illness (including mental) or injury (including industrial) or has excessive absenteeism due to a chronic illness, may be required to be examined by a doctor of the AMHA's choice to determine whether or not he is capable of returning to or performing his job satisfactorily.
- b. In the event of a disagreement between the Employee's doctor and the AMHA's doctor, those two (2) doctors shall select a third doctor to render an opinion, which opinion shall be final and binding. The AMHA agrees to pay the cost of the third doctor.
- c. Employees who have been absent twenty (20) workdays or more must report to the Human Resources Department prior to returning to work.
- d. An Employee's AMHA medical insurance and other benefits **and** employment will terminate after the Employee has been absent from work for twelve (12) continuous months for any reason, as defined in Article 4, Section 4(e).

Section 8. Sick Leave Accounting. Employees shall receive, each pay period, an accounting of used and accumulated sick leave. Such accounting shall be furnished in writing to the Employee.

Section 9. Paternity Leave. AMHA policy will be in accordance with the Family and Medical Leave Act.

Section 10. Bereavement Leave. Employees may take a **bereavement** leave for up to five (5) days to be deducted from the Employee's accumulated sick leave, in the case of death in the Employee's immediate family, "Immediate Family" shall be defined as mother, father, aunt, uncle, grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents-in-law, spouse, child, grandchild, legal guardian, or such other person who stands in the place of the parent. Employees who have exhausted their sick leave due entirely to FMLA covered absences may take up to three (3) paid days off for funeral leave in the event of the death of an immediate family member. Employees must provide nature of relationship and proof of the death of a covered family member to Human Resources.

Section 11. The AMHA may discipline Employees for sick leave which is being misused, abused or demonstrates an unacceptable pattern of absence in accordance with the Attendance and Punctuality article.

Section 12. Personal Days. Each employee with more than one hundred twenty (120) hours of accumulated sick leave on December 31st may elect to transfer up to twenty four (24) hours (3 days) to personal time as long as their sick leave balance does not fall below one hundred twenty (120) hours at time of transfer on December 31st. Personal days must be taken in one (1) hour increments. Employees must obtain supervisors' approval for use of personal days. Approval will be based on Agency needs. Employee's personal time balance cannot exceed twenty-four (24) hours.

ARTICLE 9 COURT LEAVE

An Employee who is called for jury duty or receives a subpoena for a court appearance as a witness must provide the jury summons or subpoena to his supervisor as soon as practicable in advance and shall thereupon be excused to perform such service. The Employee shall upon presentation of proof that he did serve, receive his regular hourly rate of pay for his normal working hours and shall remit to AMHA all fees received from the Court for such service.

If such Employee is excused from jury duty and still has more than four (4) hours of scheduled work remaining, he shall return to the AMHA and work the rest of his shift.

It is not considered proper to pay Employees court leave when appearing in court for criminal or civil cases when the case is being heard in connection with the Employee's personal matters, such as traffic court, juvenile, domestic relations or criminal proceedings. These absences must be taken as paid leave if available (other than sick leave) or leave without pay.

An Employee working any shift who is required to perform jury service shall be assigned the 8:00 a.m. to 4:30 p.m. shift Monday through Friday for the duration of jury service, unless an Employee whose regular shift is such as to permit him to perform jury service and also work his full shift.

Employees shall not be required to come to work prior to reporting for jury duty.

Hours paid for under this Article shall be considered hours worked for the purpose of computing overtime pay.

ARTICLE 10 MILITARY LEAVE

Requests for military leave shall be granted to Employees of the AMHA who are members of the organized reserves of the Armed Forces of the United States or the National Guard in accordance with applicable Federal laws. Employees requesting military leave must submit their orders to their supervisor within twenty-four (24) hours of receiving such orders. The Employee shall, upon presentation of proof that he did serve, receive his regular hourly rate of pay for his normal working hours for up to 176 hours of military leave time per year, and the Employee shall remit to AMHA all fees received from such military service. In the alternative, the Employee may opt to keep any military fees received from such military service in lieu of the Employee's regular hourly rate of pay for normal working hours. In addition, the Employee may elect to use accumulated vacation leave up to but not exceeding the length of such military leave. Employees may continue their AMHA medical benefits while on military leave unless the Employee is covered under another medical benefit plan during the leave.

The AMHA shall comply with the applicable Veterans' Re-employment rights under Federal law.

ARTICLE 11 GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Should any grievance arise between AMHA and an Employee or a group of Employees concerning the interpretation and/or application of, or compliance with, any provisions of this Agreement, including disciplinary action, such grievance shall be processed as described below.

Section 2. An important purpose of the grievance procedure is to promote harmonious relationships. With this end in mind, Employees and supervisors are encouraged to first discuss and resolve any complaints or differences orally, outside the formal terms and provisions of the grievance procedure listed below. Differences that cannot be so resolved may be considered a grievance. All grievances that are processed shall be specific as to the grievance, the alleged violation of the contract, and the date and time of the alleged violations. AMHA agrees to equal specificity in responses to grievances, including contract section where applicable. Grievances shall be processed in the following manner.

Step 1.

- a. An Employee who has a grievance may present it orally to his Property Manager/Area Manager alone or with his steward present, as the Employee may elect. The Property Manager/Area Manager shall answer the Employee's grievance within five (5) working days after the grievance is presented to him.
- b. A steward having an individual grievance in connection with his own work, may ask for any member of the Grievance Committee to assist him in adjusting the grievance with his Property Manager/Area Manager.
- c. The Chairman of the Grievance Committee will not participate at the Step 1 level of the Grievance Procedure except in those cases where the grieving Employee is a steward.
- d. No grievance will be considered later than five (5) working days after the occurrence giving rise to the grievance, provided, however, an Employee on vacation or approved short-term leave of absence on the date of such occurrence may file a grievance within five (5) working days after he returns to work. For purposes of this section, "short-term" leave is defined as an approved leave of absence of thirty (30) days or less.

Step 2.

- a. If the grievance is not satisfactorily settled at Step 1, the grievant may within five (5) working days after receipt of the Step 1 answer, have his grievance reduced to writing and filed by the steward on the grievance form, setting forth the details of the grievance (namely, the facts upon which it is based, the time of the occurrence, the relief or remedy requested, and the section or

sections of this Agreement alleged to have been violated), date and signed by the Employee and his steward.

- b. The Area Manager, the Deputy Director or their designee shall meet with the steward, the aggrieved Employee, and any designated member of the Grievance Committee, to review the matter within five (5) working days after the grievance has been filed and shall provide a written answer to the Chairman of the Grievance Committee with a copy sent to the aggrieved Employee within five (5) working days after such meeting.

Step 3.

- a. If the grievance is not satisfactorily settled at Step 2, the Union may, within five (5) working days after receipt of the Step 2 answer, appeal in writing to the AMHA Executive Director or designee, who shall conduct a conference, within five (5) working days of the receipt of the appeal, to seek a resolution of the grievance. Said conference shall include the grievant(s), the Chairperson of the Grievance Committee, a member of the Grievance Committee, the Property Manager/Area Manager, and such witnesses as the Executive Director or designee consider necessary to arrive at an answer. The Union may bring witnesses provided that their testimony is non-cumulative, and that names of witnesses are provided to AMHA within 48 hours prior to the hearing along with a brief description of the reason for bringing the witness. The Regional Director or a specified member of his staff may attend any Step 3 Conference.
- b. Any grievance initiated by action of the Executive Director or designee must be brought initially to Step 3 of the grievance procedure by the Union and the previous grievance steps shall be considered waived.
- c. The Executive Director or designee shall give his answer to the Chairman of the Grievance Committee in writing with a copy to the aggrieved Employee within five (5) working days after such conference.

Step 4.

If the grievance is not satisfactorily settled at Step 3, it may be submitted for arbitration upon request of the Union in accordance with Section 3 of this Article. Any request for arbitration by the Union must be made in writing and received by AMHA within ten (10) working days after the Step 3 written reply has been given

- a. A policy grievance which affects all or a substantial group of Employees, and arising from the same event or set of facts, must be initially presented by the Union itself at Step 3 of the Grievance Procedure. Any such grievance may not be presented later than five (5) working days after the affected Employees could have been expected to have knowledge of the event upon which the grievance is based.

- b. Grievance involving the discharge or suspension of an Employee, or any other running back-pay liability case, must be brought initially to Step 3 of the Grievance Procedure.

Grievance Mediation:

If the parties mutually agree to submit a grievance to mediation, the party requesting grievance mediation shall contact the Federal Mediation and Conciliation Service and thereafter the parties shall select a mediator in accordance with AAA rules and procedures.

Each party may have up to four (4) representatives as participants in the mediation effort. Persons representing the parties will be vested with full authority to resolve the issues being considered. Either party may terminate the mediation at any time.

The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. No oaths will be administered and no verbatim record of the proceeding will be taken. The formal evidence rules will not be applied. The mediator may employ all of the techniques commonly associated with mediation including private caucuses with the parties. Written materials presented to the mediator will be returned to the submitting party at the conclusion of the mediation meeting.

Mediation efforts will be informal in nature and will not include written opinions or recommendations from the mediator. In the event the Union appeals to binding arbitration a grievance that has been mediated, there will be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in mediation conference may be used against it in arbitration.

At the mediation conference, the mediator will first seek to help the parties in reaching a mutually satisfactory settlement of the grievance that is within the parameters of the collective bargaining agreement. If the Union and the AMHA reach a settlement, the parties will enter into a settlement agreement at the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.

If a grievance remains unresolved at the end of the mediation session, the mediator will provide an advisory opinion about how the grievance is likely to be decided if it is presented at arbitration. This opinion is not binding and is inadmissible in the subsequent arbitration proceeding.

Either party may within ten (10) working days of its receipt reject the advisory opinion of the mediator.

The dates, time and place of a mediation session will be determined by mutual agreement of the parties. Each party will designate a representative responsible for scheduling mediation sessions.

The parties will share fees and expenses for grievance mediation equally.

Section 3. Arbitration Proceedings

- a. Within ten (10) working days of the request to arbitrate, as set forth in Section 2, Step 4, the Union shall submit a request to the Federal Mediation and Conciliation Service for a listing of nine (9) arbitrators to be submitted to the parties. Failure to submit such request within ten (10) working days shall result in the grievances being deemed withdrawn by the Union.

Upon receipt of the panel, the parties shall meet to select one of the panel by a process of elimination.

The expense of the arbitrator's services and proceedings shall be borne equally by both the Union and the AMHA.

- b. The arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some expressed term or provision of this Agreement, shall decide the same in accordance with the expressed terms thereof, and shall not have the power to add to, subtract from, or modify such expressed terms.
- c. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein and all pre-arbitration grievance settlements reached by the Union and the AMHA shall be final, conclusive, and binding on the AMHA, the Union, and the Employee(s).
- d. The Union must proceed to an arbitration hearing within nine (9) months of submitting a request for arbitration to the AMHA on all grievances that involve back pay. The Union may request a continuance of a hearing scheduled within the nine (9) month period, but cannot reschedule an arbitration hearing beyond the nine (9) month period. Failure to comply with the time periods by the Union shall render the grievance nonarbitrable and the matter shall be considered resolved with the third step response.

Section 4. Time Limits

- a. The time limits provided for in this Article may be extended by mutual agreement between the AMHA and the Union. "Working days" as used in this Article shall not include Saturdays, Sundays or Holidays. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under the Agreement.
- b. Failure by the AMHA to provide a timely answer at Steps 2 or 3, of the grievance

procedure shall settle the grievance as requested by the grievant and/or Union. Failure by the AMHA to provide a timely answer at Step 1, shall entitle the Union to submit the grievance to Step 2. Unless provided elsewhere in this Agreement, no retroactive relief or action for any period prior to the beginning of the five (5) working days under which the grievance might be brought and considered will be requested or granted.

- c. The Union may withdraw a grievance from any step of the grievance procedure.
- d. Any disposition of a grievance between the AMHA and the Union shall be final, conclusive and binding on the AMHA and the Union and the Employee(s). Upon agreement of both the AMHA and the union, grievances may be resolved on a non-precedential basis.
- e. Grievances which are sustained and involve pay issues shall be remedied within thirty (30) calendar days of their resolution.

Section 5. Union representative and Employee witnesses shall not lose pay for time in grievance and/or arbitration proceedings; provided, however, the Union agrees that such witnesses will only include witnesses whose testimony is relevant to the particular matter at issue, and the Union shall not be arbitrary in the number of witnesses called.

ARTICLE 12 STRIKES, WORK STOPPAGES AND LOCKOUTS

Section 1. No Strikes

- a. It is the intent of the parties to this Agreement that the procedures herein shall serve as the means for peaceful settlement of all disputes that may arise between them.
- b. The Union agrees that during the term of this Agreement, there shall be no strikes, work stoppages, slowdowns, concerted "sick" leave or interruption or impeding of work. No officer, representative or member of the Union shall authorize, instigate, aid, encourage, suggest, or condone any such activities.

Section 2. The AMHA agrees that there shall be no lockouts of Employees in the bargaining unit during the term of this Agreement.

Section 3. A Union official shall denounce such activity and notify any union representative, officer or member to immediately cease such activity.

ARTICLE 13 LEAVES OF ABSENCE

Section 1. Employees of the AMHA who have completed at least six (6) months service will be granted leaves of absence without pay for the following purposes:

- a. Educational Leave. To attend an accredited college or university or a recognized trade or vocational school. Such leave shall be requested at least ninety (90) days in advance, and shall be for a period not to exceed two (2) years. Such leave of absence will be authorized by the AMHA based on the merit of the request by the Employee, as determined by the Executive Director of the AMHA.

An Employee may take such a leave of absence only once. No more than two (2) Employees may be on such a leave of absence at any one time, unless the Executive Director, at his sole discretion, determines that to permit more would not unduly interfere with the operation of the AMHA.

The application for such leave of absence must be made in writing stating the purpose and the duration of the proposed leave.

The Employee shall make written application for reinstatement and shall be reinstated, provided he can qualify under the seniority rules set forth in Article 4, is physically capable of performing the work required, and applied for re-employment within fifteen (15) days after leaving the college, university, recognized trade or vacation school.

- b. Personal Leave. The Executive Director, at his discretion, may grant personal leave to an Employee when it is determined to be in the best interest of the Authority and the Employee.

Such personal leave shall be for a period not to exceed one (1) year.

The Employee, upon written request for reinstatement, shall be reinstated provided he can qualify under the seniority rule and is physically capable of performing the work required.

- c. Union Leave. Members of the Union selected by the Union to do work for the Union which takes them from their employment at AMHA shall, at the written request of the Union, receive temporary leave of absence up to one (1) year. No more than one (1) Employee at a time may be on such a leave. Such a leave may be delayed until such time as the AMHA can replace the Employee with an individual capable of doing the Employee's work. Upon his return, the Employee shall be reinstated according to seniority, and to work similar to that which he did prior to his leave of absence, if at all possible. Members on Union leave shall continue to accrue seniority.
- d. Extended Illness Leave. An Employee who has an extended illness beyond accrued sick leave shall be granted upon application an unpaid extended illness leave if the application is accompanied by appropriate supporting medical documentation. Said leave is subject to the reporting, reinstatement and seniority provisions of Article 8,

Section 7 and Article 4, Section 4(e). In addition, for up to the first **twelve (12)** months of such a leave, the Employee must every ninety (90) days provide additional medical documentation verifying the continued need for the leave. Extended illness is defined as an illness or injury extending twenty (20) work days or more.

Section 2. Return to Work from Leave of Absence. Upon returning to work from any leave of absence, the Employee shall be returned to the job classification and shift held at the time of leave at the appropriate rate of pay. In the event the job classification held at the time of leave is not available, then the Employee shall return to the next appropriate classification at the appropriate rate of pay. In the event the appropriate classification becomes available, then the Employee may return to the classification without going through the bidding procedure.

Section 3. Except as provided in Union leave herein, Employees reinstated under the provisions of this Article shall be credited with the service they had when they left the AMHA and shall not accumulate service while on such leave of absence.

Any personal leave of absence may not be extended beyond its specific terms without prior, written request to and then approval from, the Executive Director or designee.

No Employee shall accept any employment elsewhere while on personal leave and if he does so, he shall forfeit all rights to reinstatement.

ARTICLE 14 RULES AND DISCIPLINARY PROCEDURE

Section 1. Promulgation of Rules. The AMHA shall have the right to promulgate reasonable rules and regulations necessary for the orderly and efficient operation of the Authority. Such rules and regulations shall not conflict with the express terms of this Agreement. Said rules and regulations shall be distributed to all affected employees and to the union president. Copies of all AMHA rules and regulations will be included in the AMHA Employee Handbook when updated.

Section 2. Disciplinary Notices. All written notices dealing with discipline shall state the type and amount of discipline imposed and the reasons for the actions being taken. The AMHA will send a copy of such disciplinary notices to the Union President, the Grievance Chairperson and the Steward within three (3) working days of serving the Employee being disciplined with the notice.

Records of disciplinary action shall cease to have force and effect after a lapse of twelve (12) months provided there are no intervening disciplinary actions of a same or similar nature during that period of time. Upon the written request of an Employee to the Human Resources Department, records of any disciplinary actions which no longer have force and effect shall be removed from the Employee's official personnel file and maintained by the AMHA in a separate file.

Section 3. Discharge/Suspension. No Employee shall be discharged or suspended without just cause. The degree of discipline administered will depend on the nature and seriousness of the

offense and the Employee's past record of discipline and performance. Discipline will normally be applied in a progressive manner except in cases of severe violations of AMHA policies.

The Employer shall proceed with any disciplinary action within a period of not later than twenty (20) working days from the alleged offense, or within twenty (20) work days of the close of a criminal investigation. Absent extenuating circumstances, if such disciplinary action is not initiated against an employee within such period of time, the disciplinary action is deemed withdrawn.

Section 4. Steward Requests.

- a. If the Employee so requests, he shall have the right to have his union steward present for the purpose of resolving a dispute if the matter is at the verbal or written warning step. Employees shall be advised of their right to representation prior to imposition of discipline.
- b. Stewards may participate in grieving the disciplinary action after it has been imposed if the Employee so desires.

Section 5. Employee File. Any material placed in an Employee's file which may adversely affect that Employee's performance evaluation or job classification, shall be made known to the Employee involved at which time the Employee shall be given the opportunity to provide a written response and such response shall be placed in the file. An Employee may review his official Personnel file upon request, or may give a satisfactory written release which may include confidential information for his union representative to review his personnel file, by appointment only, but time lost from work shall not be excessive or unreasonable.

Section 6. Workplace Violence Policy. The AMHA and the Union recognize that actions by Employees which violate the AMHA's Workplace Violence Policy will be subject to policy as established by management.

ARTICLE 15 UNION REPRESENTATIVES AND STEWARDS

Section 1. Employees selected or elected by the Union to act as union representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration Procedure of this Agreement, shall be known as stewards along with alternate stewards who shall be recognized and permitted to act as steward only when the regular steward is absent from work.

Section 2. Stewards will be assigned area A.M.P. groups by the Local President:

Any new or additional units not currently included under this Section shall be included in areas to be mutually agreed upon.

Section 3. Representation. Stewards shall represent all Employees within the Bargaining Unit regardless of classification. Should the need arise to increase or decrease the number of stewards or to adjust the units of representation, the Union and the AMHA shall meet in an attempt to resolve the matter in a mutually satisfactory manner.

Section 4. Notification. The Union will furnish the Executive Director or designee with a list of the names of all of the union stewards and alternate stewards and the areas for which they shall function. One of the stewards shall be designated as the Chief Steward. Thereafter, the union shall notify the AMHA of any change(s) in the list. Likewise, the Union shall also supply the AMHA with the names of the two (2) members of the union Grievance Committee, plus the Local Union President, Vice President, Secretary/Treasurer, Sergeant-at-Arms, and Trustees, if these Employees are to have any authority to act as agents of the union in transacting business with the AMHA.

The AMHA will likewise furnish the Union with the names of supervisors and other non-bargaining unit Employees who are empowered by the Executive Director to handle either oral or written grievances or who are otherwise empowered by the Executive Director to interpret or apply the terms and provisions of this Agreement.

Both contractual parties shall be obligated to recognize and deal with only those properly authorized AMHA or Union representatives officially designated by the parties to represent the parties.

Section 5. Grievance Committee. There shall be a Grievance Committee consisting of a Chairperson and two (2) other union members. The Chairperson of the Grievance Committee shall investigate and process all advanced grievances referred to him. Both the Union and AMHA representatives shall cooperate in good faith to keep to a minimum the loss from work due to the handling of grievances.

If either party desires, a meeting may be scheduled with AMHA representatives, the Grievance committee and the Union president to be held at a mutually agreeable time provided that the party wishing to meet gives at least five (5) days advance notice of its desire to hold such a meeting. The purpose of the meeting shall be :

- a. To discuss matters of mutual interest to the AMHA and the Union; and
- b. To consider grievances pending or initiated at Step 3 of the Grievance Procedure which have not been heard earlier.

An agenda shall be submitted by the requesting party to the other party at least two (2) working days before such meeting. Only by voluntary and mutual agreement may matters be discussed that are not on the Agenda.

Section 6. Grievance Investigation.

- a. The Union President and/or Grievance Chairman shall be permitted a reasonable amount of time, without loss of pay, to investigate and process advanced grievances

referred to them; generally, advanced grievances shall mean grievance at the Step 3 level. Such activities shall not unduly interfere with operations in progress. The Chief Steward may act as an alternate for the Union President or Grievance Chairperson.

- b. Union stewards shall be allowed up to two (2) hours per week, without loss of pay, to investigate grievances at the Step 2 level; time spent for union activity or grievance handling shall be accounted for on AMHA form #258, attached as Exhibit C.
- c. Union stewards engaged in such union activity during working hours must inform their foreman/manager and receive permission before leaving their regular work area, and then inform their foreman/manager upon returning to work; such permission shall not be unreasonably withheld.
- d. Time lost from work for union activity, either paid for by the AMHA or time in excess of the two (2) hours per week, will be counted as time worked for purposes of computing overtime. If union stewards actually require more than two (2) hours per week to investigate Step 2-grievances, they shall request such time from the Executive Director or designee and permission for such additional time shall not be unreasonably withheld.

Section 7. Union Officer Business

- a. The Union President and/or Grievance Chairman shall be permitted reasonable time during working hours without loss of pay to meet with a Council 8 representative or AMHA representatives concerning provisions of this Agreement; provided, however, there must be an appointment made with the Executive Director or designee and advance notice must be given for meeting with Council 8 representatives. Any such meeting shall not unreasonably interfere with operations of AMHA and shall take place at 8:00 a.m. or 3:00 p.m., except in extenuating circumstances. The Chief steward may act as alternate for the Union President or Grievance Chairperson.
- b. The Union President and one Employee shall be permitted three (3) days to attend the Ohio Council 8 and five (5) days to attend the International Union Convention, without loss of pay.

Section 8. If the AMHA considers that the Union is abusing the time and/or the use thereof permitted for Union business under this Article, a staff representative of Council 8 and the Executive Director or designee will meet upon request to solve the problem.

Section 9. Union Activity Allowance. The Union President, Grievance Chairperson and Chief Steward shall have reasonable time during working hours without loss of pay for union activity in accordance with this Article, provided they inform their foreman/manager before leaving their regular work area and then inform their foreman/manager upon returning to work. Union stewards

shall have up to three (3) hours per month, (non-cumulative) in addition to grievance handling, for union activity.

Section 10. Union representatives shall be permitted to use assigned AMHA vehicles during the work day for union business. Union representatives who are not assigned an AMHA vehicle must use their personal vehicles for union business.

ARTICLE 16 BULLETIN BOARDS

Section 1. The AMHA will provide the union with a glass-enclosed, locked bulletin board to be located at the Service Center. This bulletin board may be used by the Union for posting authorized notices concerning union business or social matters only. The AMHA agrees to provide a larger bulletin board during the term of this agreement than the one currently in place. The Union agrees to remove untimely material from the bulletin board.

Section 2. No notice may contain anything political or controversial or critical of the AMHA or of any Employee or of any other person.

Section 3. No notice shall be posted unless and until it has been approved for posting by the Executive Director or designee. Approval to post notices shall not be unreasonably withheld so long as the notice complies with the provisions of this Article. The Union may also supply and utilize bulletin boards in project maintenance areas under the same terms and conditions.

ARTICLE 17 SAFETY COMMITTEE

Section 1. AMHA and the Union agree to jointly participate in a Safety Committee as provided for under the Public Employees Risk Reduction Act (State OSHA). The Union may designate at least two (2) members to the Committee. In cases of safety matters involving imminent danger to an Employee, AMHA and the Union shall meet as soon as possible to investigate the situation. Any member of the Safety committee shall be permitted to investigate a safety problem when such problem has been alleged and brought to a committee member's attention.

Section 2. Safety shoes are required and must be approved by the AMHA safety committee prior to use by employees. Employees who do not wear approved safety shoes at work will be sent home without pay. The AMHA will provide a \$325.00 uniform allowance for each employee at the beginning of the fiscal year. This uniform allowance is to be used to purchase AMHA approved uniforms and safety shoes. Employees must submit orders for uniforms and shoes no later than May 31st of each fiscal year to be part of the uniform and shoe allowance for that year. **A uniform committee of Management and Bargaining Unit employees will be established. This committee will review and approve/deny the employee's request for an additional allowance above the standard uniform allowance on a case by case basis.**

Section 3. The AMHA will establish an annual uniform allowance at the beginning of each fiscal year. Employees will be permitted to choose from an approved list of items anytime during the fiscal year. Employees who exceed their uniform allowance within a given year will be required to purchase any additional items at their own expense. New Employees will be issued a standard allotment of uniforms during their first year of employment. New Employees will not qualify for a uniform allowance beginning their second full year of employment. Responsibility for replacement of damaged uniforms will be addressed on a case-by-case basis. Employees who require larger or smaller sizes of uniforms as a result of weight gain or loss may spend their following year's allowance. All Employees must be appropriately dressed and identifiable as AMHA Employees.

Section 4. AMHA agrees to share equally with the Employee in the replacement cost of lost tools. Employees will be given the opportunity to voluntarily reimburse the Authority for their equal share at the conclusion of the yearly inventory. Employees who decline to voluntarily reimburse will be given at least fifteen (15) days notice of the requirement to reimburse. Following the fifteen (15) day period any unpaid portion will be deducted, by payroll deduction, from the next regularly scheduled payroll.

ARTICLE 18 NEW AMHA UNITS

Section 1. When the AMHA acquires an established property, it shall be the right of AMHA to place maintenance Employees from those properties on the payroll and to designate their classification with the proper classification as outlined in Article 3, Section 2, and appropriate rate of pay, as outlined in Exhibit F-1 of this Agreement. Said classification shall be consistent with the classification of other Employees, similarly situated, with the bargaining unit. Said Employees shall be considered as new hires, and treated as new hires, under this Agreement.

Section 2. After initial purchase or acquisition of such property(s), any vacancy occurring will be filled in accordance with procedures outlined in Article 27 of this Agreement.

ARTICLE 19 EMERGENCY WEATHER CONDITIONS

Section 1. It is recognized by the parties that the maintenance services provided by bargaining unit members are essential and vital to the operation of the AMHA. This recognized need is greatest in the event weather emergencies occur. Accordingly, bargaining unit members are expected to make reasonable effort to report to their worksite, despite inclement or severe weather, and/or road conditions.

Section 2. The parties agree that in the event the Governor of the State of Ohio declares an emergency due to the weather, which emergency is applicable to state Employees in general in the Akron area, Employees covered by this Agreement will be treated for purpose of reporting and pay in the same manner as the Governor of the State of Ohio decrees for public Employees, where such Governor-declared emergency exists.

Section 3. In the event of severe weather, employees must call the AMHA emergency weather telephone number at (330) 252-9329 to receive reporting instructions.

Employees who call the emergency weather telephone number and receive instructions from the AMHA to report for work, and do report for work under emergency conditions, shall receive premium pay for all hours worked as follows:

1. 1 ½ times the Employee's applicable rate of pay, if during normal work week.
2. 2 times the Employee's applicable rate of pay, if on a Saturday.
3. 2 ½ times the Employee's rate of pay, if on a Sunday.
4. 3 times the Employee's rate of pay, if on a holiday as specified under this Agreement.

ARTICLE 20 REPORTING PAY

An Employee who reports to work on a regularly scheduled work day without previous notice not to report, shall be provided eight (8) hours pay or eight (8) hours work; however, the AMHA has the right to assign said Employee to work in equal or lower classification before sending the Employee home.

ARTICLE 21 SHIFT DIFFERENTIALS

Section 1. Employees who work any normally scheduled eight (8) hour shift that begins after 11:00 a.m. shall be paid a shift differential for all hours in paid status, and for overtime work immediately following that shift. All Employees will receive the shift differential for emergency standby overtime worked after 12:30 a.m. on weekdays.

Section 2. AMHA will pay a wage differential rate for such shifts of fifty cents (\$0.50) per hour.

ARTICLE 22 LEGALITY

It is the intent of the AMHA and the Union that this Agreement comply in every respect with applicable laws and regulations which have the affect of law. In the event any provision of this Agreement shall be finally held to be invalid or unenforceable by any governmental authority, the remaining provisions of this Agreement shall not be affected thereby but shall continue in full force and effect. In the event a provision is determined to be unlawful, the AMHA and the Union shall meet within fourteen (14) days of such determination for the purpose of negotiating an alternative provision.

**ARTICLE 23
SUPPLEMENTS TO AGREEMENT**

Conditions not covered by this Agreement which are mutually agreed to and, reduced to writing, by the parties during the term of this Agreement shall be a supplement to this Agreement when so expressly designated. Such supplement shall be effective through the contract period, unless mutually agreed otherwise.

**ARTICLE 24
SUPERVISION OF EMPLOYEES**

Section 1. Maintenance Employees assigned to work in AMPs:

- a. The Lead Property Manager, Assistant Property Manager, Maintenance Supervisor and Assistant Maintenance Supervisor are the immediate supervisor of all Employees assigned to the AMPs.
- b. The Assistant Property Manager, Maintenance Supervisor and Assistant Maintenance Supervisor shall direct the maintenance Employees in the conduct of the daily responsibilities and assignments.
 - 1. A Management Aide may inform maintenance Employees of their daily responsibilities and assignments but shall not, however, exercise the responsibilities and prerogatives of a supervisor and/or manager for disciplinary purposes.
- c. Maintenance Employees are provided technical direction and supervision by:
 - Director of Operations
 - Deputy Director
 - Executive Director
 - Finance Director
 - Lead Based Coordinator / Maintenance Supervisor
 - Property Manager / Lead Property Manager
 - Inventory / Purchasing Manager
 - Construction
 - Security Director
 - Modernization Manager
 - Capital Project Manager
 - Assistant Capital Project Manager
 - Assistant Property Manager
 - Maintenance Supervisor
 - Assistant Maintenance Supervisor
- d. In an emergency situation, maintenance Employees will be provided direction by other management staff, as appropriate.

Section 2. Maintenance Employees assigned to the Service Center

- a. The Capital Project Manager and the Assistant Capital Project Manager are the immediate supervisors of the skilled trades. The Lead Property Manager, Maintenance Supervisor, and Assistant Maintenance Supervisor are the immediate supervisor of all Employees assigned to the Service Center.
- b. The Area Manager, Deputy Directors or Construction Director provide direction to the Maintenance Supervisor, who directs the work force.

Section 3. Chain of Command

An organizational chart describing the chain of command shall be made available in the human resources department for all employees. The human resources staff may require employees to report to the human resources office to discuss personnel matters with union representation for disciplinary matters involving that employee.

ARTICLE 25 USE OF VEHICLES

Section 1. The AMHA will not require an Employee to use his personal vehicle for AMHA business as a condition of employment. Employees who do use their personal vehicles for AMHA business will be reimbursed for their mileage.

Section 2. Employees who have their drivers license suspended or otherwise fail to maintain valid Ohio driving privileges, including a commercial drivers license (CDL) if mandated by state or federal law, may voluntarily exchange work assignments with another qualified Employee at the appropriate rate of pay within fifteen (15) work days of such suspension or loss of license, provided that such exchange does not disrupt the AMHA's delivery of maintenance services. In the event the Employee is unable to arrange an exchange, the Employee shall be laid off but shall maintain bumping rights to his job classification for a period of ninety (90) calendar days and maintain recall rights pursuant to Article 4, Sections 4 (d) and 4 (e) of this Agreement. AMHA will not challenge the Employee's right to receive unemployment compensation during such layoff, provided that the reason the Employee lost his driver's license was not due to gross misconduct of the Employee which would have otherwise resulted in the Employee's termination for just cause. During such layoff, the Employee shall be permitted to bid on any openings in accordance with Article 27, Promotions and Transfers.

ARTICLE 26 LAYOFF AND RECALL

Section 1. Layoff Notice. Should layoff become necessary, the Union and AMHA shall meet to discuss alternatives to layoff.

Whenever it becomes necessary because of lack of work or lack of funds to reduce the work force, the AMHA shall layoff in the following manner:

- a. Any temporary, seasonal, or part-time Employees within the classification shall be first to be laid off.
- b. Any probationary Employees within the classification shall be next to be laid off.
- c. Next to be laid off will be full-time Employees, starting with Employees with least seniority, within the classification affected.
- d. To avoid layoff, an Employee may elect to bump the least senior Employee in any bargaining unit classification provided the Employee has the skill and ability to perform the duties and responsibilities of the classification and has greater seniority.
- e. Whenever possible, the AMHA will provide thirty (30) days advance notice of a layoff to those Employees affected by the layoff; but, in any event, such notice shall be no later than seven (7) days in advance of the layoff. Any such notice shall be provided simultaneously to the Union.
- f. When affected Employees have the same seniority date, layoff shall be determined by the initial of the last name starting A-Z.
- g. Employees shall have two (2) working days from receipt of notice of layoff to inform the AMHA, in writing of their election under this sub-section.

AMHA shall have two (2) working days to confirm or deny the Employee's option to bump in conformance with Section 1 (e) of this Article.

- a. A denial by AMHA does not waive an Employee's right to file a grievance if the Employee is not in agreement.
- h. An Employee shall have the option of either accepting work in a lower classification or accepting the layoff at the Employee's discretion.
- i. The AMHA and/or its representative(s) will not challenge an Employee's right to unemployment compensation who chooses to take layoff rather than bump, unless the Employee refuses a recall to a full time bargaining unit position at the AMHA.
- j. In event of layoff, such layoff shall not occur until after all bump and layoff options have been exercised and completed.
- k. In the event that AMHA declares a permanent vacancy in a classification pursuant to Article 27, Section 1, any Employee who is on layoff status from said classification must in writing signed by the Employee or Union representative in the Employee's

absence notify AMHA of intent to be recalled to that classification prior to the awarding of the position under Article 27, Section 2, in order to preserve any recall rights to said classification,

- l. Employees on layoff shall be notified of openings occurring under Article 27, in classifications other than the classifications from which the Employee was laid off, and shall have the right to submit a bid pursuant to Article 27. It is further agreed that no new Employee shall be hired into such classification ahead of laid off Employees so long as the laid off Employee has the skill and ability to perform the job in question.
- m. The Union President, Chairman of the Grievance Committee and two (2) Grievance Committee members shall remain at the top of their respective seniority lists for layoff and recall purposes. Such Union representatives shall have "Super Seniority" in their appropriate bargaining unit classification. Such Union representatives shall be designated in writing to the Human Resources Director.

Section 2. Recall

- a. Recall of Employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be first by telephone (to be confirmed the same day by certified mail) and then by certified mail if no contact was made by telephone to the last known number and/or address furnished to the AMHA by the Employee.
- b. It shall be the sole responsibility of the Employee to give the AMHA a telephone number and address where such a notice is to be made, and mailing to that address shall be conclusive. Employees will be given forty-eight (48) hours from the time of notification by telephone or receipt of certified mail to advise the company of their intent to report for work, and then they must report within five (5) working days of such recall notification.

Employees on layoff status will lose their recall rights and all seniority, and will be considered terminated from employment, if they do not respond to an AMHA recall notice sent within the time limits provided herein by: certified/restricted mail to their last known address by regular U.S. mail to their last known address, and by memorandum to the Union President. The failure of the Employee to respond within the time limits set forth herein will constitute a rejection of the recall notice by the Employee and will lead to the Employee's loss of recall rights and seniority, and will constitute a termination of the Employee's employment.

- c. The AMHA shall keep a record of all laid off Employees and laid off Employees shall have recall rights pursuant to Article 4, Section (d) and Article 4, Section 4 (e) of this Agreement.

ARTICLE 27 PROMOTIONS AND TRANSFERS

Section 1. Promotional Postings. When there is a vacancy in an existing job, or a new job within the bargaining unit, Employees desiring to advance to a higher paying position within the bargaining unit, shall do so as follows:

- a. Notice of a permanent vacancy or new job shall be posted on the AMHA Payroll/HRIS system for five (5) working days from the date the job opening has been posted.
- b. During this five (5) day period, Employees who wish to apply for the posted opening may do so. The bid application must be submitted through the Payroll/HRIS system.
- c. Open vacancies or new jobs being posted shall indicate the nature of the opening, the rate of pay and probable location with the qualifications needed to perform the duties of said position being available in the Personnel office. AMHA will provide the Union with a copy of the posting.
- d. If there is no qualified bidder the AMHA may determine:
 1. To assign the least senior person with the classification, or;
 2. Fill the job from any source it deems necessary. In this event, such Employee shall be considered a new Employee, for all intents and purposes, with the exception of retirement, vacation, and sick leave credit, if the Employee is employed by AMHA in a non-bargaining unit covered classification.
- e. The AMHA will provide each Employee who bid on the posted position and was not selected, a written notification within three (3) working days subsequent to the selection, indicating that the Employee was not selected. If the Employee selected was not the most senior applicant, the notification will list the reason(s) why.
- f. New employees are not eligible to bid on promotional opportunities or transfers during the first twelve (12) months of their employment unless mutually agreed upon by the Union and Employer. Employees with more than twelve (12) months of service with the AMHA who are promoted or who transfer into a new position must remain in the position for at least twelve (12) months before they are eligible for another position or transfer opportunity unless mutually agreed upon by the Union and Employer.

Section 2. Promotional Selection

- a. The AMHA shall fill the opening by promoting from the qualified applicants who

make a timely bid for the job, giving consideration first to the Employee with the longest continuous service so long as the qualifications are relatively equal; the job will be awarded to the Employee with the most service who has the necessary skill and ability to perform the job. AMHA shall fill the position within a period of ten (10) working days after the selection of a new hire or within twenty (20) working days after the bid period is closed for an existing Employee. Unsuccessful, existing Employee bidders shall be notified by AMHA in writing upon rejection and prior to the selection of a new hire.

- b. The AMHA will provide a notice to the Union showing the name of the Employee, seniority date and classification, selected to fill the position or that no Employee was selected to fill the position. This notice shall be provided to the Union within three (3) working days subsequent to the decision to select or not to select an Employee. Selected Employees shall receive their appropriate pay rate within thirty (30) calendar days of notice of their selection. **An employee's time in the promoted position for purposes of bidding on another position, begins to run upon 60 days of acceptance of the position.**
- c. Employees who have received a written warning or a suspension are not eligible to bid on promotional openings for six months.

Section 3. Lateral Transfer Requests

- a. The AMHA shall consider transfer applicants to other than the Employee's same classification in accordance with criteria established under Section 2 of this Article. Employees making application for lateral transfer within the same classification shall also be selected based upon the same criteria established under Section 2 of this Article.
- b. In the event that the initial opening is filled by a lateral transfer to a lower classification at a lower rate of pay, any openings created thereafter will not be filled by lateral transfer requests, but by promotion. In the event that the initial opening is filled by a lateral transfer within the same classification or by a lateral transfer to a different classification at the same rate of pay, the opening created by the lateral transfer may be filled by a second lateral transfer. The resulting opening must be posted for bid and filled by promotion. The resulting opening may then also be filled by a lateral transfer from the same classification/different classification at the same rate of pay but any opening thereafter will not be filled by lateral transfer requests, but by promotion. See attached Exhibits F-1 and F-2.
- c. An Employee who changes locations or unit through a lateral transfer under this Section may not laterally transfer again for at least one (1) year thereafter, unless mutually agreed between the Union and Employer. **An employee's time in the transferred position for purposes of bidding on another position begins to run upon 60 days of acceptance of the transfer.**

Section 4. Transfers

- a. In connection with the efficient operation of the AMHA and the direction of its working forces, the AMHA has the right to temporarily transfer Employees to any AMP(s) for up to sixty (60) days with notification to the Union if transfer is to exceed five (5) days. Unless the AMHA and the Union agree otherwise, Employees will return to their prior location within sixty (60) days of the temporary transfer.
- b. An Employee transferred to a lower paying classification shall receive his regular rate of pay for the duration of the temporary transfer.
- c. The selection process to fill a temporary vacancy shall be:
 - 1st- work be performed by the Move Out Crew
 - 2nd - volunteers from Scattered Sites
 - 3rd - assign Scattered Sites employee by reverse seniority on a rotational basis.

Section 5. Trial Period. Any applicant who is transferred/promoted under the Promotional and Lateral Transfer sections of this Article shall have a trial for a period of time not to exceed ninety (90) calendar days unless more time is mutually extended by the Union and AMHA in writing. Failure to successfully complete the trial period will result in the return of the Employee to his/her former position and this right shall in turn apply to others who transferred or were promoted under this Section. If a surplus exists, the Employee with the least seniority may be laid off.

Section 6. Position Realignment. In the event it becomes necessary to realign a position, the AMHA and the Union shall meet to discuss such matters. If the parties cannot reach a mutually agreeable solution, the most senior Employee who is displaced will be given the choice of accepting a permanent vacancy or exercise their seniority to displace the least senior Employee within the classification. The Employees shall not suffer loss of pay or seniority. Such Employees shall have incumbency rights to re-created positions.

Section 7. Advance Pay

- a. An Employee performing assigned work in a higher classification shall be paid at the same step as the Employee's regular step for the duration of the assignment.
- b. To make application for the higher pay, the Employees must complete the verification for Advance Pay Form (See Exhibit D) and submit the form to their supervisor prior to the expiration of the next payroll period after they have performed the out-of-class work.
- c. Employees are not eligible to receive advance pay for time spent in training. Training is not to exceed two (2) weeks without payment of advance pay unless mutually agreed by the parties.

- d. Employees are not eligible to receive advance pay unless the out-of-class work by the employee was approved in advance orally and in writing by a supervisor.
- e. Employees assigned to work in a higher classification for ten (10) working days or more will automatically advance to the higher grade of pay retroactive to the first day of the assignment, without the necessity for submitting a payroll advance request form.

Section 8. Bargaining Unit Reversion Right. An Employee who is promoted to a job not covered by the bargaining unit shall have the right once during his/her employment with the Agency to revert back within one (1) year to the bargaining unit (into the classification from which the Employee was promoted) without loss of bargaining unit seniority or other rights, defined within the Agreement, at the time the Employee left the bargaining unit, provided it does not result in the displacement or layoff of any bargaining unit Employee.

Section 9. In the event a complaint is issued against the AMHA by EEOC, HUD, OCRC, or Department of Labor pertaining to racial composition of the personnel at a given location, the Union agrees to meet with representatives of AMHA and the appropriate agency issuing said complaint for the purpose of resolving such complaint.

ARTICLE 28 WAGES

Employees shall be placed at the beginning of the wage schedule for the appropriate classification for which they are hired.

Employees shall advance to the next highest step on the wage progression schedule in one (1) year increments subsequent to their date of hire.

Employees shall receive the appropriate hourly rate of pay, in accordance with the wage schedule attached as Exhibit E. **The Skilled Trade Assistant shall be moved to pay range M-4A effective the next time the position is posted.**

Effective January 1, 2023, all employees shall receive a 4.0% wage increase.

There shall be a wage re-opener for the contract period from January 1, 2024 to December 31, 2024.

Effective within thirty (30) days of ratification of this agreement by the parties, all employees shall receive essential employee pay in the amount of \$1,500.00.

Employees who are certified as Lead Based Paint Abatement workers shall be paid at \$.75 per hour above their current hourly rate when engaged in lead abatement/mold mitigation activities. There will be a \$.35 differential between the M-5 and M-6 pay range.

The salary adjustments, listed herein, are subject to the approval of the Labor-Wage Division

of HUD in Columbus, Ohio.

The new hire rate for janitors hired after July 1, 2007 will be \$15.12 per hour. The new hire rate for maintenance workers hired after July 1, 2007 will be \$19.69 per hour.

ARTICLE 29 INSURANCE AND OTHER BENEFITS

Section 1. The AMHA agrees to provide term life insurance for all active full-time employees working at least 30 hours per week as follows:

- a. Amount equal to one times annual base salary rounded up to the next higher \$1,000 for employee with a maximum of \$75,000. The employee benefit reduces by 35% at age 65.

Section 2. Effective January 1, 2006, the AMHA shall have the right to modify all health care plan terms, including co-pay amounts, co-insurance, and deductibles, to be consistent with any modifications made to the health care plan covering the AMHA's administrative and non-bargaining unit Employees, but will bargain the effects of the changes prior to implementation.

Upon completion of one (1) full year of service the AMHA agrees to pay the Employees' OPERS contribution at the rate of 100%. AMHA will no longer pay the Employee's contribution to OPERS for new hires effective January 1, 2017. The AMHA will pick-up the OPERS contribution of eligible full-time employees, hired prior to January 1, 2017, to a maximum of ten percent (10%).

Section 3. The AMHA will pay \$89.25 per month to the AFSCME Care Plan during the term of the contract for each eligible Employee upon completion of the probationary period of one hundred twenty (120) calendar days. The following benefits will be provided by the AFSCME Care Plan:

Dental IV -- \$60.00
Vision III -- \$16.25
Hearing -- \$.50
Life Insurance -- \$7.50
Legal -- \$5.00

Section 4. AMHA Employees who are married as husband and wife, and both choose AMHA coverage, must be on the same AMHA medical plan, with one spouse the primary participant and the other spouse electing Spousal coverage as a dependent.

Section 5. AMHA Employees who elect medical insurance coverage for themselves and their family members from another non-AMHA plan will receive a lump sum stipend, at the end of the benefit year, if the applicable Employee and dependents remain off the plan for the full twelve (12) month plan year, under the following schedule:

Employee waiving single coverage would receive a \$500 stipend.
Married Employees waiving spousal coverage only would receive a \$300 stipend.

Employees waiving coverage for all children would receive a \$300 stipend. Employees may receive a maximum \$1,100 for waiver of coverage. Employees and dependents must provide proof of other coverage in order for the Employee to receive the stipend.

ARTICLE 30 DURATION

This Agreement shall be effective January 1, **2023**, at 12:00 a.m. and shall remain in full force and effect without change until 11:59 p.m. on December 31, **2024**. Should either party desire to modify or terminate this Agreement on December 31, **2024**, such party shall give written notice of its desire to modify or terminate at least one hundred twenty (120) days prior to such date. If neither party gives notice of its desire to modify or terminate this Agreement as provided above, this Agreement shall continue in force and effect from year to year after December 31, **2024**, subject to modification or termination by either party on one hundred twenty (120) days written notice to the other party prior to December 31, of any subsequent year.

ARTICLE 31 CERTIFIED MAINTENANCE POSITION

The AMHA may establish a certification program. Upon doing so, the AMHA will, for a reasonable period of time, meet, discuss and negotiate with the Union the guidelines and criteria of the program prior to implementation. Employees will be required to meet certain standards as outlined in the program to maintain the certified status. The AMHA shall have the right to terminate the program or make changes to it but must meet with the Union to discuss such changes thirty (30) days prior to implementation. (If the AMHA establishes a certification program, then it will also establish a corresponding higher paying certified maintenance worker classification.)

ARTICLE 32 ATTENDANCE AND PUNCTUALITY

Section 1. Absenteeism Provision. An incident of absence is any day, consecutive days or part of a day three (3) hours or more that an employee is not at work other than for FMLA qualifying reasons, funeral leave, subpoenaed court appearances, jury duty, certified military obligations, workers' compensation leaves, holidays, vacation days, hospitalization same-day outpatient surgery, and other previously approved leaves of absences as defined in Article 3.

For purposes of this section, "same-day outpatient surgery" shall be defined as surgery by a medical doctor, doctor of osteopathy, or oral surgeon which does not result in hospitalization and does not require the employee to be out of work more than two (2) days. Employees will not receive an incident of absence under this article if they utilize their available paid sick time for the day, and provide medical certification of the planned surgery by the surgeon at least seven (7) days in advance of the surgery, except in the case of a medical emergency.

Section 2. Absenteeism Discipline. Employees shall be disciplined for their respective number of incidents of absenteeism that occur within a rolling twelve (12) month period in accordance with

the following schedule:

Five (5) incidents	-	Verbal counseling
Six (6) incidents	-	Written corrective action
Seven (7) incidents	-	Final written corrective action (Any employee that accumulates three {3} final written warnings in a rolling twelve (12) month period will progress to the next step in the disciplinary process)
Eight (8) incidents	-	Suspension (1 to 3 days working or non-working suspension, at management's discretion)
Nine (9) incidents	-	Dismissal

Section 3. Tardiness Provision.

- a. Tardiness shall be defined as any employee who is more than seven (7) minutes late for the beginning of the shift.
- b. If an employee is more than seven (7) minutes late, but less than three (3) hours, it will count as a tardy incident rather than an absenteeism occurrence.
- c. If an employee is late more than seven (7) minutes, but no more than three hours due to a medical appointment or procedure, it will not count as a tardy incident provided the employee supplies written confirmation of the appointment or procedure signed by his or her treating physician.
- d. Employees shall be disciplined for their respective number of incidents of tardiness that occur within a rolling twelve (12) month period in accordance with following schedules:

Six (6) incidents	-	Verbal counseling
Seven (7) incidents	-	Written corrective action
Eight (8) incidents	-	Final written corrective action (Any employee that accumulates three {3} final written warnings in a rolling twelve {12} month period will progress to the next step in the disciplinary process)
Nine (9) incidents	-	Suspension (1 to 3 days working or non-working suspension, at management's discretion)
Ten (10) incidents	-	Dismissal

Section 4. **Tardiness Discipline.** Attendance or tardiness incidents which arise while a prior incident is under review by the AMHA will result in discipline at the next step upon conclusion of the AMHA review, if that pending review concludes that an incident occurred.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of January 1, 2017.

Local 2517 of the American Federation of State, County and Municipal Employees, AFL-CIO

William K. Ch
James B. B.
Robert A.
Robert A. B.
Jim

The Akron Metropolitan Housing Authority

W. J. B.
Mike B.

The Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO

Shelby L. Wark

EXHIBIT "A"



AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION

AFSCME Ohio Council 8 Local _____



I hereby authorize my employer and associated agencies to deduct each pay period the amount certified in the box provided as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in

PLEASE PRINT LEGIBLY.

Total Amount to be Deducted Annually in Equal Installments:

☐ \$100 MVP ☐ \$250

☐ Other \$ _____

Circle jacket size:

S M L XL 2XL 3XL 4XL

For Office Use Only

☐ JACKET RECEIVED

any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Last Name First M.I.

Street Address Apt. No.

City State ZIP Code

Social Security Number (Optional)

Employer Occupation

Home Phone Mobile Phone

Personal E-mail Address

Recruiter

Signature

Date

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

WHITE: Employer PINK: International YELLOW: Council



149-12



EXHIBIT B



CERTIFICATE OF ABSENCE FORM

Employee's Name (Print): AMP OR DEPARTMENT Pay-Period End Date: _____

Date of Absence(s)	# of Hours per Absence (rounded to quarter hr)	If partial day(s) indicate time of absence hours Time of Day From: To:	Vacation		OTHER			ILLNESS	Family Medical Leave Act (FMLA)	Death in Family	Name/ Relationship (Attach notice for Bereavement)
			Regular Vacation	Emergency Vacation	Compensatory	Unrestricted	DEFINE OTHER (Ex: Jury Duty, Admin Leave, Time off without pay, etc...)				

Under certain circumstances, an absence may qualify for Family and Medical Leave under the Family and Medical Leave Act (FMLA). Time off granted for FMLA leave is not counted against an employee for purposes of evaluation or discipline. Family and Medical Leave is available only to those employees who have been employed for at least 12 months and who have worked for at least 1250 hours during the previous 12 month period. If you have questions as to if any of the above absences may qualify for FMLA, and what YOU MUST DO TO APPLY FOR FMLA, contact the Human Resources Department.

Employee's Signature: _____ Date: _____

Please e-mail form to: Jtabor@akronhousing.org
Subject line should read: COA PPE MM/DD/YY

USE BLUE OR BLACK INK ONLY

Effective date: August -2013

EXHIBIT C

TIME SPENT FOR UNION ACTIVITY OR GRIEVANCE HANDLING AMRA FORM

Date	_____	Shift	_____
Union Representative	_____		
	Name	Department	
Union Activity/Grievance	_____		
Left at	_____	Returned at	_____
	Time		Time
Total Hours	_____		
Signature:	_____		
	Union Representative		

	Foreman		
Note: Original copy to be attached to time card. Duplicate copy to be retained by Union Representative. <small>AMRA Form 1154-221 (Rev. 11-81)</small>			



OUT-OF-CLASSIFICATION (ADVANCE PAY) FORM

(Note: fill out separate form per "Higher Classification" worked within pay period)



Name: _____

Dept# _____

Pay Ending Date: _____

*Please Print*WORK PERFORMED IN WHAT
HIGHER CLASSIFICATION: _____

CURRENT CLASSIFICATION: _____

For Payroll Use Only	Higher Class Rate: _____	Difference
	Current Class Rate: _____	

Date Worked: _____ From: _____ am / pm To: _____ am / pm Total Hours (in quarters): _____

DESCRIBE OUT-OF-CLASS WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON AS TO WHY YOU WORKED IN THE HIGHER CLASS):

Date Worked: _____ From: _____ am / pm To: _____ am / pm Total Hours (in quarters): _____

DESCRIBE OUT-OF-CLASS WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON AS TO WHY YOU WORKED IN THE HIGHER CLASS):

Date Worked: _____ From: _____ am / pm To: _____ am / pm Total Hours (in quarters): _____

DESCRIBE OUT-OF-CLASS WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON AS TO WHY YOU WORKED IN THE HIGHER CLASS):

Date Worked: _____ From: _____ am / pm To: _____ am / pm Total Hours (in quarters): _____

DESCRIBE OUT-OF-CLASS WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON AS TO WHY YOU WORKED IN THE HIGHER CLASS):

Date Worked: _____ From: _____ am / pm To: _____ am / pm Total Hours (in quarters): _____

DESCRIBE OUT-OF-CLASS WORK THAT WAS PERFORMED (BE SPECIFIC AND GIVE REASON AS TO WHY YOU WORKED IN THE HIGHER CLASS):

*I certify the above to be a true and accurate representation
of out-of-classification work performed as specified.*

*Supervisor's signature attests to their confirmation
of out-of-classification work performed as specified above.*

Employee's Signature_____
Date_____
Supervisor's Signature_____
Date

EXHIBIT "E"

AKRON METROPOLITAN HOUSING AUTHORITY MAINTENANCE STAFF BARGAINING UNIT WAGES: JANUARY 1, 2023-DECEMBER 31, 2023							
CODE	POSITION CLASSIFICATION	PAY RANGE	1	2	3	4	5
15032	LEAD PEST CONTROL TECHNICIAN	M-7					
15061	LICENSED ELECTRICIAN						
15071	LICENSED HVAC MECHANIC				28.49	29.89	30.92
15066	LICENSED PLUMBER						
15031	PEST CONTROL TECHNICIAN	M-7A			27.97	29.24	29.89
15095	EQUIPMENT MAINTENANCE MECHANIC	M-6	26.45	27.12	27.83	28.78	29.66
15085	CARPENTER	M-5					
15060	ELECTRICIAN						
	HVAC/PLUMBER						
15070	HVAC MECHANIC						
15041	LOCKSMITH		25.38	26.68	27.39	28.32	29.21
15050	MASON/CONCRETE WORKER						
15080	PLASTERER						
15065	PLUMBER						
15055	SIDING APPLICATOR						
15023	VEHICLE & EQUIPMENT OPERATOR						
15096	FLOOR MAINTENANCE WORKER	M-4					
	INVENTORY CLERK/SCATTERED SITES MAINT FLOAT (HIRED PRIOR TO 7/1/07)						
15019	MAINTENANCE WORKER (HIRED PRIOR TO 7/1/07)						
15022	MECHANIC		24.89	26.17	26.88	27.83	28.69
15021	SANITATION TRUCK DRIVER						
	INVENTORY CLERK/SCATTERED SITES MAINT FLOAT (HIRED AFTER 7/1/07)	M-4A	21.62	22.42	22.92	23.72	
15097	MAINTENANCE WORKER (HIRED AFTER 7/1/07)	M-4A	21.62	22.42	22.92	23.72	
15040	LOCKSMITH HELPER	M-3					
15025	MATERIAL & SUPPLY CLERK						
15035	PAINTER		24.53	24.56	26.52	27.48	28.33
15020	TRUCK DRIVER						
		M-2	23.33	24.58	25.31	26.26	27.12
15001	JANITOR (HIRED PRIOR TO 7/1/96)	M-1	22.87	24.09	24.80	25.77	26.63
15002	JANITOR (HIRED AFTER 7/1/96 & PRIOR TO 7/1/07)	M-1A	22.87	24.09	24.80	25.77	
15003	JANITOR (HIRED AFTER 7/1/07)	M-1B	16.61	17.25	17.79	18.49	
30271	SKILLED TRADES ASSISTANT	M-1B	16.61	17.25	17.79	18.49	
15090	LEAD BASE PAINT & MOLD WORKER (\$0.75/hour + regular hourly rate) EMPLOYEES DESIGNATED AS "SECOND SHIFT" (\$0.50/hour + regular hourly rate for all hours in paid status)						

EXHIBIT F-1

LATERAL TRANSFER

(Lower Classification)

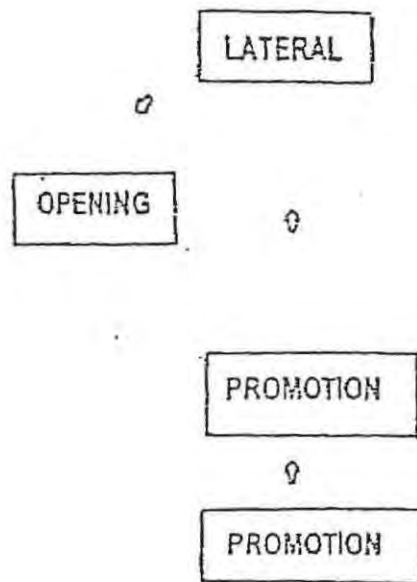
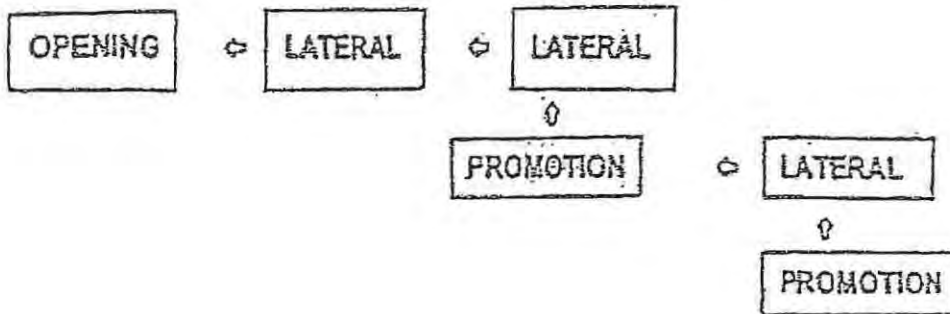


EXHIBIT F-2

LATERAL TRANSFER

(Same Classification Or Different Classification At The Same Rate Of Pay)



XX

LETTER OF UNDERSTANDING

The Union agrees to meet, discuss and negotiate a two (2) week hold back of payroll during the duration of the contract.

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NOTES

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