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# CONTRACT

Between

**ASHTABULA METROPOLITIAN HOUSING  
AUTHORITY**

AND

**AFSCME, AFL-CIO**

**LOCAL 1197**

**Of Council 8**



**EMPLOYEES OF ASHTABULA HOUSING AUTHORITY**

**EFFECTIVE: JANUARY 1, 2024    EXPIRING: DECEMBER 31, 2026**

## TABLE OF CONTENTS

### Preamble

Article 1	INTENT OF THE AGREEMENT.....	4
Article 2	UNION RECOGNITION.....	4
Article 3	CONTRACTING OUT / OUTSOURCING.....	5
Article 4	NON-DISCRIMINATION.....	5
Article 5	UNION RIGHTS AND REPRESENTATION .....	6
Article 6	NO LOCKOUT / NO STRIKE.....	7
Article 7	DUES DEDUCTIONS / FAIR SHARE FEE.....	7
Article 8	UNION BULLETIN BOARDS.....	8
Article 9	PROBATIONARY PERIODS .....	8
Article 10	SENIORITY.....	9
Article 11	LAYOFF .....	10
Article 12	RECALL.....	11
Article 13	GRIEVANCE PROCEDURES .....	12
Article 14	DISCIPLINARY PROCEDURE .....	14
Article 15	PERSONNEL RECORDS .....	15
Article 16	HOURS OF WORK .....	15
Article 17	OVERTIME .....	16
Article 18	JOB VACANCIES .....	17
Article 19	SICK LEAVE.....	18
Article 20	INJURY / ILLNESS ON DUTY .....	20
Article 21	LEAVES OF ABSENCE.....	21
Article 22	HOLIDAYS.....	22
Article 23	VACATIONS.....	23

**TABLE OF CONTENTS Cont.**

Article 24 JOB CLASSIFICATIONS.....24

Article 25 HOSPITALIZATION PLAN.....25

Article 26 WAGES.....26

Article 27 MANAGEMENT RIGHTS.....26

Article 28 MAINTENANCE OF STANDARDS.....27

Article 29 ACCUMULATED SICK LEAVE BENEFIT PAY.....27

Article 30 NEGOTIATIONS.....27

Article 31 BEREAVEMENT LEAVE .....29

Article 32 DURATION OF AGREEMENT .....30

Article 33 P.E.O.P.L.E.....30

Article 34 SAFETY COMMITTEE.....30

APPENDIX A.....32

WAGE SCALE.....32

## PREAMBLE

This Agreement is made by and between the Ashtabula Metropolitan Housing Authority of Ashtabula County, Ohio, hereinafter known as the Authority, and Ohio Council 8, AFSCME, AFL-CIO, and Local 1197, hereinafter known as the Union.

This Agreement has as its purpose the promotion of harmonious relations between the Authority and the Union and to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of the terms and conditions of their employment.

## Article 1 INTENT OF THE AGREEMENT

Section 1.1 It is the intent and purpose of this Agreement to set forth understandings and agreements between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein. This Agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances which may arise.

## Article 2 UNION RECOGNITION

Section 2.1 The Authority recognizes the Union as the sole and exclusive bargaining representative for all administrative employees, including all employees in the following departments and classifications:

Accountant	Assistant Housing Inspector
Assistant Accountant	Public Housing Manager
Accounting Clerk	Property Manager
Section 8 Manager	Assistant General Clerk
Housing Inspector	Occupancy Clerk
Maintenance & Operational Clerk	Assistant Accounting Clerk

Section 2.2 Other provisions of this Agreement notwithstanding, it is agreed that the Union shall be recognized for the bargaining unit described by the State Employment Relations Board (SERB) "Certification Pursuant to Request for Recognition", Case No. 90-REP-03-0078.

Section 2.3 Any new classification which may be included or excluded from the bargaining unit shall become a subject of bargaining between the Union and the Authority. Should an impasse be reached in any dispute relative to the inclusion or exclusion of a new classification, the dispute shall be resolved as provided by Chapter 4117 of the Ohio Revised Code.

**Article 3**  
**CONTRACTING OUT / OUTSOURCING**

**Section 3.1** The Authority agrees that it shall not contract or outsource any work normally performed by the bargaining unit, nor shall any work normally performed by the bargaining unit be assigned to or performed by non-bargaining unit employees, except as is provided in paragraphs 3.2 and 3.3.

**Section 3.2** It is agreed that prior to any new or dissimilar work being contracted, outsourced, assigned to or performed by any non-bargaining unit employee, members of the bargaining unit shall be given fair and ample opportunity to demonstrate their ability to perform such work. In the event that the employee cannot perform the work, or if the work requires technical expertise not possessed by the employee, the Employer reserves the right to contract with independent contractors provided that no bargaining unit employees are displaced or reduced in regular working hours or overtime hours because of the employment of independent contractors.

**Section 3.3** The Employer also reserves the right to hire part-time and/or temporary employees as the result of the implementation of the Tenant Initiative Program, provided that no bargaining unit employees are displaced or reduced in regular working hours or overtime hours because of the employment of independent contractors. The parties agree to define the type of duties to be performed by tenants in a list to be mutually agreed upon by the parties.

**Article 4**  
**NON-DISCRIMINATION**

**Section 4.1** The Authority and the Union agree that they shall not discriminate against any bargaining unit employee on the basis of age, sex, color, creed, national origin, political affiliation, marital status, disability or handicap.

**Section 4.2** The Authority agrees that it shall not discriminate against, interfere, restrain or coerce any employee because of membership in the Union or because an employee holds Union office, nor shall it interfere with an employee's right to become a member of the Union.

**Section 4.3** The Authority and the Union agree that employees shall not suffer sexual harassment at the workplace. The Union can submit such a complaint directly to the last step of the grievance procedure.

**Section 4.4** All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

**Article 5**  
**UNION RIGHTS AND REPRESENTATION**

**Section 5.1** Non-employee representatives of the Union shall have the right to enter the facilities of the Authority and visit with the employees covered by this Agreement for the purpose of ascertaining whether the Agreement is being observed by the parties and for the purpose of investigating and processing grievances in accordance with the Grievance Procedure of the Authority or his designee upon entering the premises of the Authority. All of the aforementioned activities are to be conducted in a manner that does not disrupt normal daily operation of the Authority.

**Section 5.2** The Authority recognizes the right of the Union to select local union officers, stewards, and alternate stewards to represent the employees in grievance arising under the Agreement, so long as service to clients is not interrupted. These Union officers, stewards and alternate stewards, Chapter Chairs shall be allowed reasonable time for the purpose of investigating grievances, processing grievances and the general administration of the Agreement. These officers shall request their respective supervisor to take time off and they shall be allowed reasonable time to conduct Union business, at the discretion of the supervisor. Such allowance shall not be unreasonable withheld. Such time shall not result in any loss of pay or any other benefit arising from this collective bargaining agreement. Two (2) hours per month shall be allowed to the Chapter Chair to attend AMHA Board meetings without loss of pay. One (1) hour shall be allowed to meet with new hires under the collective bargaining agreement.

**Section 5.3** An employee who alleges having a grievance shall notify the immediate supervisor and shall ask the supervisor to call the steward or a local union officer. The steward or officer shall make arrangements with his/her supervisor, as outlined in Section 5.2 of the Agreement, prior to leaving the job site to visit with the employee. The employee and the steward or officer shall be given reasonable time to discuss the grievance, without loss of pay or benefit.

**Section 5.4** Employees, stewards, and other appropriate officers of the Union will attend all grievance meetings as contained in the grievance procedure without loss of pay or benefit.

**Section 5.5** In the event a grievance is processed to arbitration, employees, stewards, union president and all employee witnesses will be permitted to attend hearing without loss of pay or benefit.

**Section 5.6** Within time limits set forth in the grievance procedure, meetings shall be held at times mutually convenient and acceptable to the Authority and the Union.

**Section 5.7** It shall not be a violation of this Agreement and it shall not be a cause of discharge or disciplinary action if any employee within the bargaining unit refuses to enter upon any property involved in a lawful dispute directly involving a Union, if that employee is threatened with bodily harm, or refuses to do work normally done by primary striking members of a Union with is not otherwise the responsibility of the employee.

**Section 5.8** At no time shall more than two (2) Union officials attend meetings, hearings and conferences necessary to implement the procedure.

**Article 6**  
**NO LOCKOUT / NO STRIKE**

**Section 6.1** The Authority agrees that neither it, its officers or representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.

**Section 6.2** Neither the Union, its Agent, or any bargaining unit members shall strike or engage in any slow-down, withholding of services, or concerted activities designed to interfere with the normal operations of the Authority during the term or extended term of this Agreement. Bargaining unit members shall be subject to the provisions of the Ohio Revised Code in accordance with Chapter 4117 O.R.C. and/or the Dispute Settlement Procedure in Section 30.9 of this Agreement. Further, bargaining unit members found to be in violation of the above may be subject to immediate disciplinary action by the Authority, including termination as authorized by Chapter 4117 O.R.C.

**Article 7**  
**DUES DEDUCTIONS**

**Section 7.1** The Authority shall deduct regular union dues, initiation fees and assessments from the pay of employees in the bargaining unit, upon receipt from the Union of individual written authorization cards voluntarily signed by employees. An employee shall have the right to revoke such authorization card in conformance with said authorization agreement.

**Section 7.2** Deductions will be made from the pay of all bargaining unit members, who have authorized said deduction, each pay period. In the event an employee's pay is insufficient to cover the dues deduction, the Authority will make a double deduction from the next pay earned.

**Section 7.3** Union Membership Revocation/Maintenance of Membership: Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union due authorization, which may only be revoked as set forth below.

**Section 7.4** Union Dues Revocation: Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees' dues checkoff authorization cards are available from the Union upon request. "The Union shall notify the Authority as to the amount of regular Union dues to be deducted.

**Section 7.5** All deductions under paragraph B shall be deposited via electronic ACH transfer payment into the commercial bank account 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 provide 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 information. The Housing Authority shall email with each deduction and transmittal of dues/fees, the following list of information in Excel or Text format to [oc8dues@afscme8.org](mailto:oc8dues@afscme8.org) subject line: Local 1197, pay date.

1. Dues List: name, current address, phone number, department/work unit, last four digits of social security number and the amount of the deduction for each employee. As well as the total amount of the dues deducted from all the employees for the pay period of the report.
2. Non-member list, in alphabetical order by last name. The current name, address, phone number and department/work unit of each bargaining unit employee who are non-members.

**Section 7.6** The Authority will send a list of names for whom deductions are made with each payment. This list will designate which employees are fair share payors. This list shall include last known address and social security numbers of the names listed.

**Section 7.7** Once funds are remitted to the Union, their disposition thereafter shall be the sole responsibility of the Union, and the Union holds the Authority harmless for any claims, actions or proceedings, by any employee, arising from deductions made by the Authority hereunder.

**Section 7.8** The Union agrees to indemnify the Authority for any cost or liability, including attorney's fees, incurred as a result of the implementation and enforcement of the provisions contained in Article 7 of this Agreement.

**Section 7.9** In the event that a member of the bargaining agreement is out of work for an extended period of time (ex. FMLA) and no longer receiving a paycheck – the member is responsible to pay the housing authority the amount to cover their union dues and health insurance premium each month up until their return to work.

## **Article 8** **UNION BULLETIN BOARDS**

**Section 8.1** The Authority agrees to provide a bulletin board and space for placing the bulletin board, for use by the Union only, at each job site within the Authority. The placement of the bulletin boards must be in an area which is easily accessible to the employees of the bargaining unit.

## **Article 9** **PROBATIONARY PERIODS**

**Section 9.1** Newly hired employees will be regarded as probationary employees for the first one hundred eighty (180) days of employment. Upon consideration and communication between Executive Director and the direct Supervisor of any newly hired employee, the probationary period may be extended in thirty (30) day increments for and additional one hundred eighty (180) days. Any extension must be documented.

**Section 9.2** Probationary employees continued in service of the Authority subsequent to the first one hundred eighty (180) days of employment shall receive full seniority and continuous service credit from the date of original hiring.

**Section 9.3** The Authority will immediately provide the Union with a notice of all employees hired or promoted by the Authority. Such notice shall contain the name, address, social security number, job site, job classification, and the date of hire or promotion.

## **Article 10** **SENIORITY**

**Section 10.1** Seniority shall be defined as the length of continuous service with the Ashtabula Metropolitan Housing Authority. Seniority shall prevail in connection with the awarding and filling of positions as is set forth in Article 18, Vacations and Promotions, and will also prevail in connection with any reduction in force as is set forth in Article 11, Layoff. Disability leave, parental leave, absence due to work-related injury, or any other approved leaves of absence shall not constitute a break in service. Employees on approved leaves of absence shall earn seniority during said leaves.

**Section 10.2** Employees who are reinstated within one (1) year of separation from employment with the Authority shall not lose their seniority. However, no seniority shall be credited for time separated from service.

**Section 10.3** Seniority shall be lost, only when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Loses his/her right to recall as spelled out in Article 12, Recall
- D. An employee is promoted out of the bargaining unit except that no break in seniority shall occur for ninety (90) days of the promotion. Should the employee elect to remain in the non-bargaining unit position subsequent to ninety (90) days of promotion, then his/her seniority shall be "frozen" as of the date of promotion.

**Section 10.4** The Authority shall provide the Union with a seniority list two (2) times each year, which will show the name, address, last four digits of social security number, date of initial employment, date of last promotion, and seniority date.

**Section 10.5** The Union shall post all such seniority lists on bulletin boards provided. If an employee has disagreement with the information provided on the seniority list, he/she shall make such disagreement known to a steward or local union officer, who will then make any necessary corrections with the Authority.

**Section 10.6** In the event that two or more employees have the same date of employment with the Authority, the following procedure shall be used to determine the most senior employee:

- 1) The earliest date of application for initial employment with the Authority shall prevail.
- 2) The earliest time such application was received by the Authority (i.e., if one application is date/time stamped 10:00 a.m. and another 10:15 a.m., the 10:00 a.m. application will prevail as most senior).
- 3) Absent date/time stamp of application or in the event the applications were received at the same time, then the employee with the earliest documented reporting time on his/her first shift of his/her first workday shall prevail.
- 4) The parties' Social Security numbers in lowest numerical order shall prevail (e.g., 215-44-3127 shall prevail over 215-44-3128). The above "tie-breaking" procedure shall be applied in the order listed, i.e., #1 shall be first considered, #2 considered only if tie still exists, etc.

## **Article 11** **LAYOFF**

**Section 11.1** When it becomes necessary to reduce the bargaining unit due to lack of funds, lack of work, job abolishment(s), or reorganization of the Authority, employees shall be laid off in the following order:

- 1) Temporary new hires, seasonal employees, and part-time employees;
- 2) Employees who have not completed their probationary period;
- 3) Employees who have completed their probationary period.

**Section 11.2** When it becomes necessary to affect a layoff, employees shall be laid off in accordance with the procedure outlined in Section 11.1 of the Agreement, in inverse order of their seniority with the Authority.

**Section 11.3** Employees who are laid off shall have the right to "bump" employees with less seniority in a lower or equivalent level classification. Employees who are bumped shall have the right to exercise their seniority to bump another employee with less seniority. When an employee "bumps" to a new classification, the employee must be qualified and able to perform the duties of the new classification within a trial period of thirty (30) calendar days. An employee who fails to successfully complete the aforementioned trial period will be laid off.

**Section 11.4** Prior to any notice of layoff being sent to an employee, the Authority and the Union may meet for the purpose of finding available employment within the Authority for the affected employee(s) subject to the layoff procedure outlined above. The Authority shall provide the Union with copies of all layoff notices.

**Section 11.5** All employees of the Authority shall be given a minimum of fourteen (14) calendar days' notice of layoff, indicating the circumstances which make the layoff necessary and notifying the employees of their rights pursuant to this Article. Such notice shall be sent by Certified Mail (Return Receipt Requested), to the employee's last known address.

**Section 11.6** In the event of a layoff, employees may request and receive payment for all or any part of any accrued but unused vacation time. Payment of such time shall be made at the earliest possible opportunity but no later than fourteen (14) days of such request.

**Section 11.7** The Authority agrees to continue hospitalization, health care and life insurance benefits for all laid off employees for a period of one hundred twenty (120) days after such layoff commences.

**Section 11.8** Senior employees, at their option, may elect to take a voluntary layoff for a period of ninety (90) days. Any employee who elects to exercise this option may return to work at any time during this period provided that the employee notifies the Authority fourteen (14) days prior to the date desired to return to work.

**Section 11.9** All laid off employees shall accumulate seniority during any and all periods of layoff and there shall be no break in service time as a result of any layoff, except if the employee refuses recall, or is no longer entitled to recall as is provided in Article 12.

**Section 11.10** No new employee shall be hired in any bargaining unit position until all laid off employees having the right to recall are given the opportunity to fill existing vacancies.

## **Article 12** **RECALL**

**Section 12.1** When it is necessary to increase the workforce following a layoff, employees shall be recalled to their job classification or from any lower rated job classification into which they "bumped" during the course of the layoff, in accordance with their seniority, most senior employees recalled first.

**Section 12.2** Employees who are on layoff shall have the right to recall according to the following schedule:

<u>Length of Service</u>	<u>Recall Period</u>
Less than three (3) years of service	Six (6) Months
More than three (3) but less than ten (10) years	Twelve (12) Months
Ten (10) years or more	Twenty-four (24) months

**Section 12.3** Any employee on layoff will be given fourteen (14) calendar days notice of recall. Such notice shall be by certified mail (Return Receipt Requested) to the employee's last known address. An employee's right to recall shall terminate in the event that the employee refuses or fails to respond to the offer of recall within fourteen (14) calendar days of being notified of the recall.

### **Article 13** **GRIEVANCE PROCEDURES**

**Section 13.1** It is mutually understood that the prompt presentation, answering and adjustment of grievances is desirous to promoting sound relations between the Union and the Authority. A grievance, for the purposes of this Agreement, shall be defined as a dispute, or difference between the Authority and the Union or the Authority and an employee, regarding the interpretation, application or compliance relative to any revision of this Agreement, or any unjust inequitable treatment. Every employee and the Union shall have the right to present a grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal.

**Section 13.2** Union stewards shall be allowed reasonable time during working hours to investigate and process grievances. Stewards, grievant, and/or witnesses shall suffer no loss of pay as a result of such investigation or processing. All employees involved in the grievance process shall notify their immediate supervisor before leaving the worksite.

**Section 13.3** It is the mutual desire of the Authority and the Union to provide for the prompt adjustment of grievances. Every responsible effort shall be made to resolve a grievance at the earliest possible step. In furtherance of the objective the following procedure for the processing of grievances shall be followed:

**Step 1:** The Union Steward with the aggrieved employee shall take up the grievance or dispute with the Executive Director within ten (10) working days of the incident or his knowledge of its occurrence. The Executive Director shall meet with the Steward and the employee immediately or within two (2) working days after notice of the grievance has been given. The Supervisor shall respond in writing with his/her answer to said dispute within ten (10) days.

**Step 2:** If the grievance has not been satisfactorily settled at Step 1, it then shall be committed to writing and presented by the Steward to the Executive Director within five (5) working days after the receipt of the answer in Step 1. The Executive Director will meet with the Local Union Representative and the Steward within five (5) working days after receipt of written grievance has been received. The Executive Director shall give an answer in writing to the Local Union Representative within five (5) working days after said meeting.

**Step 3:** If, after receiving the answer at Step 2 the employee remains aggrieved, the employee and/or the Union may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Step 2. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (30) days from the filing of the request of mediation. If the mediation process is not successful or is not initiated and the employee remains aggrieved, the employee may proceed to Step 4.

**Step 4:** If the grievance is not satisfactorily settled at Step 3, the Union shall, within thirty (30) days after receipt of answer in Step 3, notify the Employer of its intent to appeal the grievance to the Federal Mediation and Conciliation Service not later than ninety (90) days after receipt of an answer to Step 3. The Arbitrator shall be chosen in accordance with the rules of the Federal Mediation and Conciliation Service. The fees and expenses of the Arbitrator shall be borne equally by the Employer and the Union. The aggrieved employee, his Steward, and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending the arbitration proceedings. The Arbitrator shall issue a decision within thirty (30) days after submission of the case to him.

All decisions of the Arbitrator and all pre-arbitration settlements reached between the Authority and the Union shall be final, conclusive and binding on the Authority, the Union and the employee. Provided that a grievance may be withdrawn by the Union at any time during the grievance procedure and that such withdrawal shall be without precedent or prejudice to any decisions of the parties as they relate to the grievance or any further grievances.

The arbitrator selected by the parties shall have the following authority:

- a. The arbitrator shall be empowered, except as limited below, after due investigation, to make a decision in case of a claim based upon interpretation, meaning, or application.
- b. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this contract.
- c. The arbitrator shall have no power to change the Authority's officially adopted salary schedule.
- d. The arbitrator shall have no power to decide any questions, under this Agreement, which are solely within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management, except as conditioned by this contract.

**Article 14**  
**DISCIPLINARY PROCEDURE**

**Section 14.1** It is mutually understood and agreed that no employee shall be reduced in pay, reprimanded, suspended or discharged except for just cause and that all discipline shall be applied in a corrective, progressive and uniform manner.

**Section 14.2**

- a) Progressive discipline for related offenses shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.
- b) The order of progression shall be: Oral reprimand issued in the presence of a union representative; written reprimands, copies of such sent to the Union; suspension, with notice outlining the charge sent to the Union; and discharge, copies of such sent to the Union outlining the charges against the party and the reasons for termination.
- c) Progressive discipline does not preclude the Authority's right to bypass lesser disciplinary action in cases involving serious offenses including, but not limited to, possession and/or displaying a firearm, threats of physical harm or assault, telephone harassment, property damage, theft of AMHA property or any possession and/or use of illegal drugs, and criminal activity.

**Section 14.3** In the event a bargaining unit employee's employment is to be suspended or terminated, the Employer agrees as follows:

- a) To schedule a pre-disciplinary conference within two (2) workdays prior to any disciplinary action taken by the Executive Director.
- b) To provide the employee and the Union with a written outline of the charges for the intended action within twenty-four (24) hours prior to the scheduled pre-disciplinary conference as required in Section 14.3 (a).
- c) To provide the employee and the Union with a written decision within five (5) days following the hearing stating the nature of the disciplinary action to be taken and the reason(s) therefore.
- d) The employee has the right to have Union representation throughout the entire disciplinary procedure. Any disciplinary action taken by the Employer may be challenged throughout the grievance procedure.

**Section 14.4** The decision may be appealed to Step 4 of the grievance procedure within five (5) working days of the Union's receipt of the decision.

**Section 14.5** Reprimands may be issued only by the Executive Director or the Director of Operations.

**Section 14.6** Reprimands, whether written or oral, must clearly state and establish the reasons therefor and the terms and provisions of the Agreement and/or work rules violated by the employee.

**Section 14.7** All discipline shall be carried out in a private, professional and businesslike manner.

**Section 14.8** All records of written or verbal reprimands, suspensions, and disciplinary action shall cease to have any force and affect and shall be removed from the employee's personnel file and any other employee file one (1) year after final disposition of discipline resulting in the issuance of any verbal or written reprimand, and two (2) years after final disposition of discipline resulting in the issuance of any suspension.

## **Article 15** **PERSONNEL RECORDS**

**Section 15.1** All employees shall have access to any and all personnel records or files of employment. Access shall be at the written request of the employee to the Director of the Authority. Upon receipt of such request, all records shall be provided to the employee and/or his union representative in the presence of the Director. Any material in the 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 add to the file any written signed statement of rebuttal. Such materials shall not be used against an employee after one (1) year for verbal and written reprimands and two (2) years for suspensions from the date of any disciplinary action's final disposition. Any materials found in an employee's file which have ceased to have force or effect shall be removed from the file, in the presence of the employee and his/her representative and shall be destroyed in their presence. Employees may review their file at any reasonable time during working hours, by appointment with the Director or the Director's designee.

## **Article 16** **HOURS OF WORK**

**Section 16.1** The normal schedule of working hours shall be eight (8) hours per day exclusive of a thirty (30) minute lunch period.

**Section 16.2** The normal workday shall be 8:00 a.m. to 4:30 p.m., excluding the thirty (30) minute lunch period as described in Section 16.1 of this Article.

**Section 16.3** The normal work week shall begin at 8:00 a.m. Monday and end 4:30 p.m. on the next following Friday.

**Section 16.4** Any change in the normal workday, work week, or starting or quitting times shall be mutually agreed to by the Union and the Authority.

**Section 16.5** The Authority shall not change the normal hours of operation without notification sent to the Union at least fifteen (15) days prior to such change, nor shall the Authority change the normal hours of operation without agreement from the Union.

**Section 16.6** Eight (8) consecutive hours of work shall constitute a normal work day. Such workday shall commence with the starting time of the employee's work shift. Each employee shall have a fifteen (15) minute break away from the desk for every four (4) hours worked.

**Section 16.7** The normal work week shall consist of five (5) consecutive eight (8) hour days (exclusive of the lunch period outlined in Section 16.1) or the lesser number of hours or days which an employee is normally scheduled to work. 15

**Section 16.8** When an employee works beyond the regular quitting time for that classification, such employee shall receive a twenty (20) minute rest period if the employee works two (2) hours but less than four (4) hours for each four (4) hour period. In addition, each employee shall receive a twenty (20) minute paid meal period if the employee works four (4) hours or longer.

## **Article 17** **OVERTIME**

**Section 17.1** All employees in the job classifications covered by this Agreement shall receive one and one-half (1 ½) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours, or in excess of any less normally scheduled hours, as provided for in Article 16, Section 16.7 of this Agreement.

**Section 17.2** All employees in the job classifications covered by this Agreement shall receive one and one-half (1 ½) times their regular hourly rate of pay for all hours worked in excess of eight (8) hours, or in excess of any less normally scheduled hours, as provided for in Article 16, Section 16.6 of this Agreement.

**Section 17.3** All holiday hours, vacation hours, and sick hours shall be counted as hours worked for the purpose of computing overtime, (i.e., Should an employee work Monday, Tuesday, Wednesday, Friday and Saturday, and a holiday falls on Thursday of that week, the employee shall receive one and one-half [1 ½] times the regular hourly rate of pay for all hours worked on Saturday.)

**Section 17.4** If an employee works on any holiday provided herein, the employee shall be compensated at the rate of two (2) times the regular hourly rate of pay.

**Section 17.5** All hours worked on Sunday shall be paid at two (2) times the regular hourly rate of pay.

**Section 17.6** Callout time is defined as being recalled to work after the employee has completed the normal workday and has left the worksite. Pay for such callout time shall be a minimum of two (2) hours at one and one-half (1 ½) the regular hourly rate of pay for actual hours worked, except that the rates of pay shall be subject to the terms and conditions of Sections 17.4 and 17.5 of this Article.

**Article 18**  
**JOB VACANCIES**

**Section 18.1** A vacancy shall be defined as either (a) a position which is open because a bargaining unit member is on leave of absence, approved by the Authority, which is expected to last longer than six (6) months; (b) a regular position which is newly created; or (c) a position which is unfilled because of death, retirement, resignation, or termination, and which the Authority intends to fill. 16

**Section 18.2** When a vacancy occurs, the Authority shall post a notice of such opening(s) at each worksite for a period of seven (7) working days. The notice shall contain the job title, rate of pay, worksite, shift, a brief job description, and the date of posting. Any employee who wishes to be considered for the posted job shall file a written application with the Director, or the Director's designee, by the end of the posting period. All applications shall include the applicant's name, date of hire, current classification, and the date submitted to the Authority. All applications shall be date/time stamped upon receipt, and a copy of all applications, and a copy of the job posting, shall be provided to the Union by the end of the posting period.

**Section 18.3** Applications shall be considered and the job will be awarded within seven (7) days, based upon the following:

- a) Applicants will be considered for the position based upon their seniority and qualifications.
  
- b) If no applicant from within the bargaining unit is qualified the position will be awarded to the most qualified person. In determining the most qualified person, the Authority may consider persons from outside the bargaining unit, including persons not employed by the Authority.

For the purpose of this Article, the term "qualification" is intended to include an employee's training, education, skills, work experience and/or ability to perform the duties established by the applicable job description. The determination of an employee's qualifications shall be made at the time of the award of the position.

**Section 18.4** An applicant from the bargaining unit who is awarded a position shall take the position subject to a sixty (60) working day period. At any time during that period, the employee may be reassigned to his former position if it is determined by the Authority that the employee does not have the ability to perform the work. An employee who returns to his former position will do so without the loss of seniority.

**Section 18.5** When the position is awarded and the employee begins to work, the successful bidder will receive the hourly rate established by the applicable collective bargaining Agreement for the new position, subject to the employee's successful completion of the applicable probationary period.

**Section 18.6** Should employees be required to perform the duties of a lower rated classification; they shall receive the regular rate of pay of their regular classification.

**Section 18.7** Temporary vacancies involving positions within the bargaining unit, i.e., a position open due to an employee who is training for a new job as contemplated by Section 18.4 and any other reason for a position being vacated temporarily, shall be filled on the basis of seniority and qualifications. The employee who is temporarily transferred to the position will receive the regular rate of pay for the higher rated classification.

## **Article 19** **SICK LEAVE**

**Section 19.1** All members of the bargaining unit shall accrue sick leave credits at the rate of 1.25 days per month. Unused sick leave shall be cumulative and without limit as to accumulation. Sick leave may be used in increments of one (1) hour.

**Section 19.2** Upon written request of the employee, the Executive Director may, under unusual circumstances, advance a maximum of fifteen (15) sick days to that employee.

**Section 19.3** Legal holidays which occur during an employee's use of sick time shall not be computed against an employee's sick day usage.

**Section 19.4** Sick leave credits and use of sick leave shall be recorded by the Authority's Accounting Department and each employee shall receive a record of such accrual and usage at the end of each pay period.

**Section 19.5** Sick leave shall be granted to an employee for the following reasons:

- 1) Illness or injury of the employee or a member of the employee's immediate family requiring the employee's personal attention;
- 2) Medical, dental, optical or audiological examination or treatment, including in-patient or out-patient physical, psychological therapy of the employee or a member of the employee's immediate family.
- 3) If a member of the employee's immediate family is afflicted with a contagious disease or requires the care and attention of the employee; or when, due to exposure to a

contagious disease, the presence of the employee at his job would jeopardize the health of others.

- 4) Pregnancy and/or childbirth and other conditions related thereto, inclusive of use of leave by male employees for the care of the employee's wife or immediate family member during the pre- and post-natal periods.

The Employer, the Union and the employees agree that they will comply with the family Medical Leave Act of 1993 and all amendments.

For the purposes of this Article, immediate family shall be defined as an employee's or employee's spouse's, grandparents, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, spouse, child, stepchild, foster child, step- parents, legal guardian or other person who stands in place of a parent (loco parentis). With respect to a member of the immediate family who does not reside with the employee and is not hospitalized, the Employer may refuse to grant sick leave where the employee's personal attention is not reasonably necessary. Refusal to grant sick leave shall be subject to the grievance procedure.

**Section 19.6** If an illness or disability continues beyond an employee's accumulated sick leave and any advance leave granted by the Director, an employee may request and be granted a leave of absence, without pay, for a period of up to six (6) months. Should the illness extend beyond this period the employee, with the approval of the Director, may be granted an additional six (6) months of unpaid leave.

**Section 19.7** No employee shall be charged with the use of accumulated sick leave for reasons such as, but not limited to, attendance at doctor appointments, physical therapy and treatment authorized by physician for work-related injuries or sickness. An employee shall give the supervisor two (2) working days' notice and provide proof of attendance at the hearing or medical exam to the Authority.

**Section 19.8** The previously accumulated sick leave of an employee who has been separated from public service shall be credited to the employee's accumulated leave upon reemployment in public service, provided that the employee has not received compensation for all unused sick leave at the time of separation from previous service.

**Section 19.9** An employee shall not use sick leave for either the day before or the day following a holiday or the employee's scheduled vacation without providing the Authority an explanation of the specific medical reasons for the use of sick leave. The Executive Director may request that the employee provide a statement from the employee's physician as to the reason for the use of sick leave, either before or after a holiday or vacation, which shall be promptly provided by the employee, if it is determined or believed that an employee is abusing such leave.

**Section 19.10** Any employee found guilty of falsifying a medical report relative to a request for sick leave, abusing the use of sick leave, or failing to provide a medical report as is required by the Executive Director, may be subject to disciplinary action.

Section 19.11 Sick time incentive program – The Authority agrees members of the Bargaining Unit may earn an additional personal day (8 hours) per each quarter of the year by using less than eight (8) hours of sick time in each quarter. Quarter 1 - January 1 through March 31. Quarter 2 - April 1 through June 30. Quarter 3 - July 1 through September 30. Quarter 4 - October 1 through December 31.

Bonus personal day will be added in the first pay of the following quarter and must be used in quarter received. No personal days will be eligible for roll over.

## Article 20 INJURY / FITNESS FOR DUTY

Section 20.1 All bargaining unit employees shall be entitled to apply for benefits under this Article due to illness or injury, provided that such illness or injury occurred as a direct result of employment or under such circumstances as would cause the illness or injury to be compensable under the Workers' Compensation Law of the State of Ohio. An injury sustained while performing assigned responsibilities shall be reported on the appropriate accident report form and submitted to the injured employee's supervisor within twenty-four (24) hours after the injury. An application for benefits shall be filed with the Bureau of Workers' Compensation as soon as possible thereafter. The employee shall have the right to apply for wage reimbursement under Workers' Compensation, or use accrued sick leave, but may not use both.

Section 20.2 To apply for benefit under this Article, written application shall be made to the Director of the Director's designee, accompanied by a statement from a registered physician stating that such employee is unable to work and that the disability is a direct result of or is concerned with the duties of the employee. Before any employee may be entitled to benefit under this Article, the employee shall first have made application for Workers' Compensation benefits from any compensation fund to which the Authority contributes. The employee shall also complete an injury-on-duty form and a reimbursement form provided by the Authority before any benefit under this Article shall be paid.

Section 20.3 An employee who is injured while working for the Authority may apply for weekly benefits from the Industrial Commission or use accumulated sick leave. If the employee applies for weekly benefits, the Authority agrees to pay the employee's full regular pay for the duration of the work injury, but not to exceed three (3) months from the date of the work injury. The employee's regular weekly wages will be computed on the basis of forty (40) hours per week. The employee shall reimburse the Authority for the amount that the employee receives from the Industrial Commission for weekly benefits. If the employee refuses or neglects to reimburse the Authority, the Authority will have the right to deduct the amount paid by the Industrial Commission from the employee's paycheck.

Section 20.4 In the event the injury or disability is disallowed by the Industrial Commission of Ohio or any court of record, the employee shall be charged for all time lost from work against his accumulated sick leave and/or vacation time. If the employee does not have enough accumulated sick leave and/or vacation time to cover the time off, the employee will repay the Authority in installment payments through a payroll deduction plan to be mutually agreed upon between the employee and the

Authority. Should the employee leave employment or be terminated by the Authority prior to the reimbursement of the monies owed, the Authority may use available legal remedies to obtain reimbursement from the employee.

Section 20.5 Safety Committee; AUTHORITY agrees to recognize a safety committee for all bargaining units of which Two (2) members of the bargaining unit shall represent the unit. Two members will represent AUTHORITY and participate with UNION members on the Safety committee. The purpose of this committee is to review safety problems, promote safe work practices and eliminate unsafe conditions. The committee shall have the authority to present with the management representative the recommendations of the committee to the EXECUTIVE DIRECTOR. This committee may conduct related activity during normal working hours, the chapter chair shall appoint two (2) bargaining members to sit on the safety committee, they shall meet with the Executive Director on a quarterly basis.

## Article 21 LEAVES OF ABSENCE

Section 21.1 All unpaid leaves of absence, and any extensions thereof, must be applied for, in writing, not less than three (3) days prior to the date the leave is to begin, except in the case of an emergency. Such leaves shall be granted or denied within three (3) days of such request. Employees on a requested leave of absence for a stated period of time may return to his regular duties earlier, provided a request, in writing, is submitted to the Executive Director no later than one (1) week prior to his/her return.

Section 21.2 Seniority shall be continuous during any authorized leave of absence.

Section 21.3 All bargaining unit members, who serve jury duty, shall be entitled to keep the jury duty pay and continue to receive full pay from the Authority. To be eligible for such pay, the employee must present verification of jury duty.

Section 21.4 An employee may be granted a personal leave of absence without pay for any reason, for a period not to exceed six (6) months. An employee can only receive such a personal Leave of Absence once every five years of employment with the Authority.

Section 21.5 Employees may be granted a leave of absence without pay to pursue educational opportunities. Such leave may be granted for a period not to exceed one (1) year.

Section 21.6 Employees who leave the service of the Authority to enter the United States Armed Forces or the service of the Maritime Commission, and who return within thirty-one (31) days after release from such service shall be rehired and granted all seniority rights, upon their return, as if continuously employed by the Authority during such service.

Section 21.7 All employees of the bargaining unit who are members of the National Guard, the Ohio Defense Corps or member of any other reserve component of the Armed Forces of the United States, shall be entitled to leaves of absence for such military service for field training, active duty and/or emergency call-up for a period not to exceed thirty-one (31) working days per year per employee.

The employee shall be required to submit, to the Authority, an order or statement from the appropriate military commander as evidence of any such duty.

Employees on such leave shall be paid during such absence for the difference between their regular straight time wages and their military pay for any such period of active duty, as verified to the Authority by a military pay voucher. The maximum number of hours for which payment shall be made under this provision is two hundred forty-eight (248) hours per year per employee.

The Authority shall continue all hospitalization benefits for any employee on such military status for a period of thirty (30) days and for that employee's family, until such time as the employee returns to work.

Section 21.8 In the event an employee returns from an extended medical leave of absence, or if the Employer has reason to believe that the employee is not physically or mentally fit to return to duty, the Employer may require that the employee undergo a medical examination by a physician of Employer's choice. The Employer shall be responsible to pay for the examination. The failure of the employee to undergo the examination may serve as cause for discipline of that employee.

Section 21.9 The Authority shall grant each employee one (1) day per year for Personal Leave, which may be used in four (4) hour increments.

## Article 22 HOLIDAYS

Section 22.1 All employees of the bargaining unit shall be entitled to the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Date after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	Employee's Birthday
	Three (3) Floating Holidays

Section 22.2 In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding the holiday shall be observed as such. Should the holiday fall on a Sunday, then the Monday immediately succeeding shall be observed as the holiday. In any continuous operation, the holiday shall be observed on the day which they actually fall.

**Section 22.3** All bargaining unit employees shall be paid for eight (8) hours at their regular hourly rate of pay for each of the holidays listed in Section 22.1 above, when no work is performed on such holidays. To be eligible for holiday pay, an employee shall have worked the regularly scheduled day before and after the holiday, unless the employee is on an approved leave of absence.

**Section 22.4** Any work performed by bargaining unit employees on any holiday provided herein, shall be compensated at the rate of two and one-half (2 ½) times their regular hourly rate of pay for each hour actually worked, in addition to the holiday pay as listed in Section 22.3 of this Article.

**Section 22.5** Floating holidays may be used in increments of four (4) hours.

### **Article 23** **VACATIONS**

**Section 23.1** All bargaining unit employees shall be entitled to annual vacation leave subject to the terms listed in this Article.

**Section 23.2** After completion of one year of continuous service with the Authority, employees shall be entitled to eighty (80) hours of paid vacation leave.

Subsequent to the employee's first anniversary date, vacation entitlement shall begin with the first day of January of each year except that any increases in entitlements shall be effective on the employee's anniversary of employment.

**Section 23.3** Yearly vacation leave shall be granted in accordance with the following schedule:

After completion of one (1) year service	2 weeks/80 hours
After completion of six (6) years service	3 weeks/120 hours
After completion of ten (10) years service	4 weeks/160 hours
After completion of fourteen (14) years service	5 weeks/200 hours
After completion of eighteen (18) years service	6 weeks/240 hours
After completion of twenty-two (22) years service	7 weeks/280 hours

**Section 23.4** Employees vacation time may be used in four (4) or eight (8) hour increments with a twenty-four (24) hour notice.

**Section 23.5** Legal holidays which occur during an employee's vacation shall not be charged against the use of vacation leave.

**Section 23.6** If an employee is separated from service with the Authority for any reason, the employee shall be entitled to a lump sum payment based on his/her highest hourly rate of pay for any

vacation leave earned but not taken in the year earned. Such payment shall be due within ten (10) business days of separation.

Section 23.7 In the case of an emergency where the employee cannot take his vacation in the year earned due to the requirements of the Employer, employee will receive his pay in lieu of vacation, or shall at the discretion of the Employer have the ability to roll-over vacation up to one (1) week for use in the next year, or it shall be lost, of which will be handled on a case by case basis.

Section 23.8 Vacations will be selected by the employees prior to March 15th of each year. Preference for scheduling shall be based upon seniority as outlined in Article 10, Section 10.6, of this Agreement. Should an employee fail to submit such scheduling to Authority, then seniority preference for scheduling shall be lost and the Authority will assign the vacation time.

Two employees may be on vacation at the same time. More than two employees may be on vacation at the same time provided all essential work is performed. Subject to the foregoing:

An employee, on two (2) weeks advance notice in writing to his/her supervisor, may change his/her selection of vacation time after March 15th provided that the selected alternative vacation time is available;

An employee, on twenty-four (24) hour advance notice in writing to his/her supervisor, may choose to use up to one week of his/her vacation time on a one-day-at-a-time basis.

Section 23.9 New Hires whose one (1) year anniversary falls after November 1st shall have the opportunity to use vacation time one (1) month ahead of their anniversary date due to seniority and holiday scheduling issues.

## Article 24 JOB CLASSIFICATIONS

Section 24.1 Each employee of the bargaining unit shall be provided with a copy of their most current job description within thirty (30) days of the signing of this Agreement. Prior to any promotion or reassignment, all employees shall be provided, by the Authority, with a current job description for the position to which employee is assigned.

Section 24.2 The Authority shall notify the union at least fifteen (15) days in advance of making any changes in the current job descriptions. The Authority and the union shall meet within five (5) working days of such notification to discuss the changes. The Union's input will be considered before any change is made in the job description. The Authority reserves the right to make the ultimate determination of the description of duties to be performed as part of the new job description, except that any changes in the wages to be paid to the bargaining unit member will be negotiated.

**Article 25**  
**HOSPITALIZATION PLAN**

**Section 25.1** The parties mutually agree that for the period of thirty-six (36) months beginning 04-01-2024 and commencing 03-31-26, Michigan Conference of Teamsters Welfare Fund (MCTWF) Health Insurance shall be in full force and effect. During the term of the Collective Bargaining Agreement, the respective parties shall assume and pay the respective health insurance premiums as follows:

- a) From April 1, 2024, to March 31, 2026, employees shall pay twenty per cent (20%) (pre-tax) of total premium cost and employer shall pay eighty per cent (80%) of total premium cost.
- b) The Employer and AFSCME agree to meet on an as-needed basis beginning on or about July 15 of each year to monitor and evaluate the health care, dental and vision coverage provided to bargaining unit employees of the Ashtabula metropolitan Housing Authority. The Employer and AFSCME will meet as needed with third party administrators, insurance brokers and others to carry out its charge to investigate and make recommendations relating to health insurance providers, costs, coverage, and plan options with a particular focus on cost containment and cost-reduction strategies.
- c) Dental plan via Delta Dental is included as part of the MCTWF Plan
- d) Vision plan via EyeMed is included as part of the MCTWF Plan.

**Section 25.2** Life Insurance: included in the MCTWF Plan is a \$30,000 death benefit policy.

**Section 25.3** The Employer shall continue to pay the premiums on Health and Life Insurance for a period of three (3) months for an employee who is seriously ill or on-the-job injured. Employee shall pay employee's share of health insurance premium costs as stated in Section 25.1.

**Section 25.4** Employer shall pay employees Health Insurance Premiums for a period of thirty (30) days for an off-the-job injury. Employee shall pay employee's share of health insurance premium costs as stated in Section 25.1.

**Section 25.5** Healthcare Committee: The parties shall create and conduct a committee for the purpose of analyzing current healthcare coverage and recommending to the AUTHORITY more cost-effective means of coverage which may include but not be limited to EMPLOYEE contributions toward premiums, dollar and/ or percentage limitations on the amount the AUTHORITY will pay toward premiums, increased deductibles, coinsurance proportions, types of coverage, change of carrier and any other aspect of coverage. Twice a year the committee shall meet semi-annually, and the Union shall appoint two (2) bargaining unit members to represent the unit and attend the meetings with management representatives.

**Article 26**  
**WAGES**

**Section 26.1** It is mutually agreed effective January 1, 2024 through December 31, 2026 the contract term wages shall increase \_\_\_% annually. (See Appendix A)

**Section 26.2** Longevity effective January 1, 2024, each bargaining unit employee shall receive, in addition to his or her base pay, longevity pay, on an annual basis, in accordance with the following schedule:

0 through 4 years .....	\$500.00
5 through 9 years .....	\$700.00
10 through 14 years .....	\$900.00
15 through 19 years .....	\$1150.00
20 through 24 years.....	\$1450.00
25 or more years.....	\$2050.00

Payment of longevity shall be made in January of each calendar year, **capping @ \$2050.00.**

**Section 26.3** Ratification Bonus: An additional one-time ratification bonus of \$850.00 shall be paid to the active membership upon mutual approval of the contract.

**Article 27**  
**MANAGEMENT RIGHTS**

**Section 27.1** The Authority reserves all rights, powers and authority to operate the Ashtabula Metropolitan Housing Authority as are set forth in this Agreement and the Ohio Revised Code, and except as is modified and/or limited by the terms and conditions of this Agreement, the Authority retains the following rights:

- 1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy, such as the functions and programs of the Authority, standards of services, the Authority overall Budget, utilization of technology, and organizational structure;
- 2) Direct, supervise, evaluate, or hire employees;
- 3) Maintain and improve the efficiency and effectiveness of governmental operations;
- 4) Determine the overall methods, process, means or personnel by which the Authority operations are to be conducted;
- 5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

- 6) Determine the adequacy of the workforce;
- 7) Determine the overall mission of the Authority as a unit of government;
- 8) Effectively manage the workforce;
- 9) Take actions to carry out the mission of the Authority.

**Section 27.2** The Authority is not required to bargain on subjects reserved to the management and direction of the Authority except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Collective Bargaining Agreement.

### **Article 28** **MAINTENANCE OF STANDARDS**

This Agreement constitutes the entire Agreement between the parties pertaining to the matters specifically identified in the Agreement. Except for the Authority's management rights as provided for in this Agreement, the terms and conditions of employment that are not addressed in this Agreement will continue as status quo from the time this Agreement is executed by the parties until the expiration of the Agreement.

### **Article 29** **ACCUMULATED SICK LEAVE BENEFIT PAY**

**Section 29.2** Any employee who has accumulated sick time can opt to sell, and Authority agrees to buy, up to ten per cent (10%) of employee's accumulated sick days at the employee's rate of pay at the time or date of purchase and sale. This transaction shall take place in December on an annual basis. The payment to the employee shall be paid in December of the year he sells sick days to the Authority. Employees who choose Plan B are not eligible to participate in Plan A stated above for the duration of their employment with the Authority. Employees selecting Plan B shall be paid a lump sum at their current pay upon retirement or termination for payment of accumulated sick leave not to exceed ninety (90) days.

Employees hired after May 1, 2000, shall be paid for up to ninety (90) days upon their retirement or termination.

### **Article 30** **NEGOTIATIONS**

**Section 30.1** Request for Meetings: Upon receipt of a written request to schedule a meeting for the purpose of beginning negotiations, the party receiving such notice will have ten (10) days to reply to the request. Within twenty (20) days of the date of the request to schedule a meeting, the parties shall

establish the first date for negotiations. The initial request shall be made not more than ninety (90) days, or less than sixty (60) days, prior to contract termination date. All days referred to in this Section shall be calendar days.

**Section 30.2 Meetings:** The parties shall meet at mutually agreed upon times and places. Negotiations shall be conducted in a manner which will minimize interference with the employees' required work schedules. The anticipated length of meetings shall be established at the negotiations first meeting. All meetings shall be held in closed session. 27

**Section 30.3 Submission of Issues:** All issues submitted for negotiations by the union and the Employer shall be submitted in written proposals no later than the third meeting. No new issues shall be submitted by either party following the third meeting, unless same is agreed to by both parties.

**Section 30.4 Negotiating Teams:** The Employer, or the designated representative of the Employer, will meet with representatives designated by the Union for the purpose of discussing the reaching agreement. Each team shall have no more than two (2) bargaining unit members. While no agreement shall be final without ratification by the Union and adoption of the Employer, the negotiating teams will have the authority to make proposals, consider proposals, and make tentative agreements.

**Section 30.5 Exchange of Information:** Prior to and during the period of negotiations or impasse, the Employer and the Union agree to provide each other with relevant data supporting information concerning the issue or issues under consideration.

**Section 30.6 Caucus:** Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

**Section 30.7 Item Agreement:** As negotiated items are agreed upon they shall be reduced to writing and initialed by the chief negotiator for each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to final ratification by the Union and adoption by the Employer.

**Section 30.8 Agreement:** When an agreement is reached through negotiations, the tentative agreement shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted to the Union for ratification and adoption. No later than the next regular meeting of the Board of Trustees for Employer, the Agreement shall be submitted to the Board for approval and become part of the official Board minutes and binding on both parties. Said Agreement shall be signed by the Union President and the Union's chief negotiator. The Executive Director and the Employer's chief negotiator will sign on behalf of the Employer.

**Section 30.9 Dispute Settlement Procedure:** The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiation session. When the

parties reach impasse, the parties shall jointly submit all unresolved issues to mediation with the Federal Mediation and Conciliation Service (FMCS). The parties further agree if mediation is not successful, they will submit all unresolved issues to an arbitrator to be selected by the parties.

The parties agree that the aforementioned mediation process will constitute their exclusive dispute settlement procedure. The parties hereby agree to waive the right to utilize any other dispute resolution procedure, including those enumerated in Chapter 4117 of the Ohio Revised Code.

**Section 30.10 News Releases:** Negotiating meetings will be closed to the press and public. No news releases concerning negotiations will be given to the media or public by either party unless the parties have utilized the dispute settlement procedure established by this Agreement, and have been unable to reach agreement through mediation. Any party intending to make a news release shall provide the other party with a copy of the release at least twenty-four (24) hours prior to publication of the news release.

**Section 30.11 Retroactive Pay:** If the new contract cannot be mutually agreed upon prior to the expiration date and time of the previous contract the employer agrees to retro pay the bargaining unit employees any financial pay increases (i.e. wages, longevity, ratification bonus) effective January 1 of the new contract year to the date the contract was agreed upon.

### **Article 31** **BEREAVEMENT LEAVE**

**Section 31.1** Employer shall grant to employee bereavement leave as follows:

- a) Five (5) days for employee's spouse, employee or spouse's children, parents, and immediate sibling.
- b) Three (3) days for an employee or spouse's grandparents or grandchildren.
- c) In the event of the death of any other relative, or, in the event the funeral services occur more than one hundred (100) miles from the City of Ashtabula, Ohio, the employee shall have the right to use accumulated sick leave or accumulated vacation time to extend the time for bereavement with prior written approval from the Director of the Authority.

Employer shall pay employee his regular rate of pay during the above-stated bereavement leave.

**Article 32**  
**DURATION OF AGREEMENT**

The term of the Agreement for the Ashtabula Metropolitan Housing Authority will be from January 1, 2024 at 12:01 a.m. through December 31, 2026 at 12:00 a.m.

**Article 33**  
**P.E.O.P.L.E**

The Employer agrees to deduct from the wages of any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Article 34**  
**SAFETY COMMITTEE**

**Section 34.1** The Authority agrees to recognize a safety committee for the bargaining unit of which two (2) members from the bargaining unit shall represent the unit. The members will represent the Authority and participate with the Union on the Safety Committee.

**Section 35.2** The purpose of this committee is to review safety problems, promote safe work practices and eliminate unsafe work conditions. The committee will elect a chairperson who shall have the authority to present with the management representative the recommendations of the committee to the EXECUTIVE DIRECTOR. This committee may conduct related activity once quarterly during normal work hours, provided proper clearance is first obtained by management representatives.

Effective on the date of December 22, 2023 all parties have agreed to the terms of this collective bargaining agreement.

For the Authority:



T. Sean Adams, Acting Executive Director

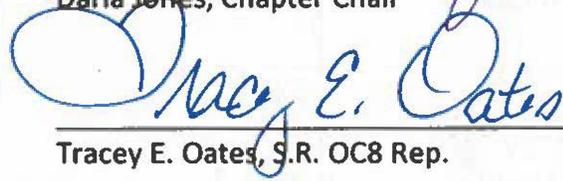


Mark Astorino, AMHA Board Chairman

For Local 1197 and Ohio Council 8 AFSCME AFL-CIO:



Darla Jones, Chapter Chair



Tracey E. Oates, S.R. OC8 Rep.

**APPENDIX A**  
**WAGE SCALE**

<b>POSITION DESCRIPTION</b>	<b>CURRENT (2023)</b>	<b>2024 @ 1.75%</b>	<b>2025 @ 1.75%</b>	<b>2026 @ 1.75%</b>
Public Housing Manager	\$32.68	\$33.25	\$33.83	\$34.42
Section 8 Manager	\$32.68	\$33.25	\$33.83	\$34.42
Housing Inspector	\$32.68	\$33.25	\$33.83	\$34.42
Property Manager	\$28.47	\$28.97	\$29.48	\$30.00
Maintenance & Operational Clerk	\$28.47	\$28.97	\$29.48	\$30.00
Assistant Housing Inspector	\$24.21	\$24.63	\$25.06	\$25.50
Assistant General Clerk	\$17.11	\$17.41	\$17.71	\$18.02
Occupancy Clerk	\$24.27	\$24.69	\$25.12	\$25.56
Accountant	\$32.68	\$33.25	\$33.83	\$34.42
Assistant Accountant	\$26.42	\$26.88	\$27.35	\$27.83
Accounting Clerk	\$22.02	\$22.41	\$22.80	\$23.20
Accounting Assistant Clerk	\$19.81	\$20.16	\$20.51	\$20.87