



**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**STARK METROPOLITAN HOUSING AUTHORITY  
AND  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
LOCAL 4302**

EFFECTIVE FROM

April 1, 2020 – March 31, 2023

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**THIS AGREEMENT** has been entered into this 1st day of April, 2020, by and between STARK METROPOLITAN HOUSING AUTHORITY of Stark County, Ohio, hereinafter referred to as "Employer", and COMMUNICATIONS WORKERS OF AMERICA (CWA), AFL-CIO, hereinafter referred to as "Union".

### **Article 1. Agreement**

- 1.1. This Agreement shall be effective from the 1st day of April, 2020 and shall be in effect up to and including March 31 2023 subject to specified re-open options; otherwise April 1, 2020 through March 31, 2023.
- 1.2. It is understood by all parties to the collective bargaining agreement that all articles and terms of this Agreement are subject to and conditioned upon written approval by the Department of Housing and Urban Development (HUD) and/or Stark Metropolitan Housing Authority Board of Commissioners (SMHA Board). Full and final implementation of this Agreement shall occur upon receipt of written approval by HUD and/or the SMHA Board and ratification by the membership of the Union.
- 1.3. Employer and Union represent that the ultimate intent and purpose of this Agreement is to promote cooperation and harmony in employment relations. Toward this end, the parties hereto agree to devote every effort to assure that Employer and Union officers and members will comply with the provisions of this Agreement.

(End of Article 1)

## Article 2. Recognition

2.1. Employer hereby recognizes Union as the sole and exclusive bargaining representative for purposes of negotiating wages, hours, terms and conditions of employment for all the Employees in the bargaining unit, as provided for in Chapter 4117 of the Ohio Revised Code.

2.2. Employer (its officers and representatives at all levels) is bound to observe the provisions of this Agreement. The Employer agrees to remain neutral, at the very least, in the Union's efforts to encourage bargaining unit employees to become union members.

2.3. Union (its officers and representatives at all levels) and all Employees in the bargaining unit are bound to observe the provisions of this Agreement.

2.4. The bargaining unit, for purposes of this Agreement, shall include all full-time, part-time and probationary Employees of Employer with the following job titles; Administrative Aide, Assistant Manager, Auto Mechanic, Custodian 2, Energy Clerk, HVAC Property Maintenance Technician II, Leasing Clerk, Leasing Specialist, Painter, PHA Inspector, Property Maintenance Aide, Property Maintenance Technician I, Property Maintenance Technician II, Property Maintenance Technician III, Management Clerk, Manager 1, Materials & Inventory Specialist, Purchasing Clerk, Section 8 Inspector, Section 8 Inspector/Reviewer, Section 8 Review Clerk, Section 8 Reviewer, Section 8 Occupancy Clerk, Recertification Specialist, and Work Order Clerk.

The following Employees of Employer are not included in the bargaining unit: All management-level Employees, professional Employees, confidential Employees, seasonal and casual Employees, supervisors and guards as defined in Chapter 4117 of the Ohio Revised Code including: Accounting Clerk, Administrative Secretary, Secretary/Receptionist, Administrative Supervisor, Computer Accountant, Director of Administration, Director of Finance, Director of Operations, Director of Section 8, Assistant Director of Section 8, Executive Director, Junior Accountant, Maintenance Supervisor, Management & Leasing Supervisor, Property Manager, Purchasing Agent, Resident Services Supervisor, Young Adult Coordinator, Security Chief, Security Guard, and Senior Accountant.

2.5. All positions occupied at the time of the execution of this Agreement not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

2.6. Any Employee who leaves the bargaining unit to take another position with Employer shall lose all seniority rights in the bargaining unit if such Employee does not return to the bargaining unit within ninety (90) calendar days. If he returns to the bargaining unit after ninety (90) calendar days, he will be considered as a newly hired Employee for seniority purposes. If he returns to the bargaining unit within ninety (90) calendar days or less after the date he left, such Employee will retain the seniority he had when he left the bargaining unit. It is agreed that

seniority will continue to accumulate for any Employee who leaves the bargaining unit but continues to be employed by the Employer in a position outside the bargaining unit for a period not to exceed ninety (90) calendar days.

2.7. Employer will advise Union of any proposed new job title and the job description of said job title and agrees to meet and confer with Union regarding inclusion of any such new job title in the bargaining unit prior to implementation of such new job title. If Union and Employer are unable to agree whether said job title shall be included in the bargaining unit, the parties agree that a petition for clarification may then be filed by either party with the State Employment Relations Board pursuant to its rules and regulations solely to determine whether said job title shall be included in the bargaining unit.

2.8. In addition to the words and terms elsewhere defined in this Agreement, the word "Employee" as used in this Agreement shall have the following meaning unless the context or use clearly indicates another or different meaning or intent: "Employee" means any Employee in the bargaining unit as defined in Section 2.4.

(End of Article 2)

### **Article 3. Non-Discrimination**

3.1. The parties will abide by all laws pertaining to equal employment opportunity. There shall be no discrimination against any Employee, or applicant for employment, on account of race, color, religion, sexual orientation, gender identity, age, national or ethnic origin, disability, military status, genetic information, status as a veteran, or political affiliation.

3.2. Employer and Union recognize the right of all Employees to be free to join or not join the Union and to participate in lawful concerted Union activities. Therefore, Employer and Union agree there shall be no discrimination, interference, restraint, coercion, or reprisal by either party against any Employee because of Union membership or non-membership or because of any lawful activity in an official capacity on behalf of Union.

(End of Article 3)

## **Article 4. Construction**

Where necessary or appropriate in this Agreement, the singular and plural shall be interchangeable, words of any gender shall include all genders, and words in the present tense shall include the future.

(End of Article 4)



## Article 5. Union Representation

5.1. Employer will admit one (1) non-Employee Union staff representative or officer of the Local Union to the premises of Employer, Union must request this visitation in writing, with a twenty-four (24) hour advance notice. The name of the staff representative or officer, and the purpose of the visitation must be included in the advance notice. The staff representative or officer shall in no way interfere with the regular business routine of Employer and shall not be permitted in working areas unless by prior agreement between the parties. Such staff representative or officer shall sign in, noting the time of arrival, and sign out, noting the time of departure, on a log provided by Employer.

5.2. The purpose of the visitation of the staff representative or officer shall be to fulfill the duties of said representative as outlined in this Agreement and to check on the general implementation of this Agreement.

5.3. Employees selected by Union to act as Union Representatives for the purpose of conducting Appropriate Union Representative Business as defined in Section 5.5 shall be known as Stewards. Each Steward may have an alternate Steward to act as Steward in the absence of the regular Steward.

5.4. Union shall notify Employer in writing of the names of the Stewards before being recognized by Employer.

5.5. Union shall designate not more than three (3) Stewards to conduct Appropriate Union Representative Business. Each Steward shall be allowed forty-two (42) hours paid time every quarter of the calendar year to conduct Appropriate Union Representative Business. A quarter of the calendar year, as used in this Agreement, is defined as three (3) consecutive calendar months, with the first quarter beginning January 1, the second quarter beginning April 1, the third quarter beginning July 1, and the fourth quarter beginning October 1, of every calendar year. For the purpose of this Article 5, Appropriate Union Representative Business is defined as:

- i. The investigation of a member's grievance or potential grievance
- ii. Representation of a member at any step of the grievance procedure (not deducted from applicable paid time)
- iii. Consultation with the non-Employee Union staff representative or officer of the Local Union
- iv. Representation of a member at a disciplinary conference (not deducted from applicable paid time)
- v. Attendance at meetings between Stewards.

5.6. In addition to the authorized Stewards and alternate Stewards, Union shall designate a Chief Steward. The authorized function of the Chief Steward shall be to replace or accompany a Steward or an alternate Steward in any of the functions outlined as Appropriate Union Representative Business. The Chief Steward shall have fifty-four (54) hours of paid time every quarter of the calendar year to conduct his duties as outlined in this Section.

5.7. Rules governing the activity of the Local Union Chief Steward, Steward, and alternate Steward are as follows:

- a) The Chief Steward, Steward, or alternate Steward must obtain, in advance, authorization from his supervisor or department director before beginning Union business. Such authorization shall be granted the same day or no later than the following workday.
- b) The Chief Steward, Steward, or alternate Steward shall identify the reason for the request at the time the request is made.
- c) The Chief Steward, Steward, or alternate Steward shall not conduct Union business in any department without notifying the department director in charge of that department as to the nature of the Union business. Meetings between bargaining unit Employees and the Chief Steward, Steward, or alternate Steward shall be held, if possible, outside of the work area in a conference room or office. If the nature of the Union business requires that the work area be viewed by the parties for safety reasons or other similar reasons, one (1) of the two (2) people appointed by Employer to the Joint Health and Safety Committee, as described in Section 17.2 of this Agreement, shall accompany the Union personnel during inspection of the work area. If there is no Employer member of the Joint Health and Safety Committee available, another member of management shall replace the Joint Health and Safety Committee representative.
- d) The Chief Steward, Steward, or alternate Steward shall cease Union business immediately upon the reasonable order of the department director of the department in which Union business is being conducted, or upon the reasonable order of the supervisor of the Chief Steward, Steward, or alternate Steward.
- e) Failure to comply with such reasonable order may result in disciplinary action if it is proven that the Union Chief Steward, Steward or alternate Steward is violating the provisions of this Section. Such incident shall be reviewed at the next Labor-Management meeting, as provided for in Article 11, prior to any discipline.
- f) In addition to the rules set forth in Section 5.7 (a) through (e), a Steward shall, if possible, complete the Union Representative time form described in Section 5.9 prior to the time the Steward leaves his usual work site for the Appropriate Union Representative Business defined in Section 5.5(c).

5.8. Any personnel changes in those persons acting as Stewards, Chief Steward, alternate Stewards, or Local Union officers shall be furnished to Employer's Executive Director before being recognized by Employer.

5.9. Upon returning to the job after conducting Union business, all Union Representatives shall complete the Union Representative time form (Exhibit A), unless said form is already completed pursuant to Section 5.7(f). Said forms shall be furnished by Employer and shall be obtained from the Employee's supervisor or department director. A Union Representative, in order to be paid for such time, shall complete and submit such Union Representative time form within one (1) business day after being absent for such Union business upon returning to work.

(End of Article 5)

## **Article 6. Payroll Deduction of Union Dues**

6.1. Employer agrees to make payroll deductions of Union dues from Union members who are bargaining unit Employees when authorized to do so by the Employee on the designated form in an amount as certified to Employer by the Treasurer of the Local Union. Employer agrees to pay over to the Secretary-Treasurer of the Union the amount so deducted at the following address: Secretary/Treasurer of the Communication Workers of America  
501 3rd Street, NW Washington, DC 20001-2797

6.2. Deductions provided for in this Article 6 shall be transmitted to Union no later than the tenth (10th) day following the first pay period of each month. Employer will furnish Union, together with its check for Union dues, an alphabetical check-off list of all Employees whose dues have been deducted showing the amount deducted.

6.3. Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization as enumerated on "Employee Authorization for Payroll Deduction of Union Dues and Initiation Fee for CWA" Exhibit E.

6.4. Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

6.5. It is specifically agreed that Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article 6, and Union hereby agrees that it will indemnify and hold Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by Employer hereunder. Once the funds are remitted to Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of Union.

6.6. It is agreed that neither the Employees nor Union shall have a claim against Employer for errors in the processing of deductions unless a claim of error is made to Employer in writing, within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only.

6.7. Fair Share shall no longer apply to the parties. If legally required, the parties shall meet at a mutually agreeable time to negotiate Fair Share language.

6.8. The regular Union dues shall be established under the terms of the CWA Constitution and certified to the Employer by the Union. The payroll deduction of the regular Union dues shall be made on the first two pay days in each month during which the Employee is in active pay status.

(End of Article 6)

## **Article 7. Union Rights**

7.1 Employer agrees to furnish the Chief Steward once during each month, a list of personnel transactions which involve additions to or deletions from the bargaining unit. Employer will include in the list, if appropriate, the newly hired Employees, Employees completing their probationary period, and Employees promoted or transferred into or out of the bargaining unit. This list shall show the names and effective date of the transaction.

7.2 Union will be permitted to use community rooms at the Elderly or Family sites to hold meetings of Union provided that (i) such meetings are not held during the regularly scheduled work hours of the participants on the day in question, (ii) the scheduling of such meetings shall be subject to the priority of the residents of the building, and (iii) Union must follow the same directives as have previously been given to Employees regarding the use of such facilities.

7.3 During Employee's probationary period, as defined in Article 20, a representative of Union shall, if the probationary Employee consents, be permitted to meet with the probationary Employee for a maximum of thirty (30) minutes during the probationary Employee's regularly scheduled work hours in order to explain Union's history and purpose. Union representative will provide probationary Employee with a copy of the "Agreement between SMHA and CWA" contract at this meeting. Employer will provide Union with extra copies of said contract at the time they are printed. This meeting shall not significantly interfere with the regular business routine of the Employer.

(End of Article 7)

## **Article 8. Bulletin Boards**

8.1 Employer shall permit Union to post notices not larger than eight and one-half (8 1/2) inches by thirteen (13) inches on the appropriate Employee bulletin boards provided such notices are first approved in writing by Employer's Executive Director. Union notices related to the following matters may be posted:

- (a) Recreational and social affairs of Union;
- (b) Union meetings;
- (c) Union elections;
- (d) Reports of Union committees;
- (e) Rulings or policies of the state or local Union organization;
- (f) Information of general interest to Union members;
- (g) Seniority lists.

8.2 It is Union's intent that no material shall contain anything libelous, scurrilous or anything reflecting upon Employer of any of its Employees. Any allegation of Union abuse of said bulletin boards shall be subject to discussion at the next Labor-Management meeting as provided for in Article 11. Union may immediately remove any non-Union posting from Union bulletin boards.

8.3 It is Union's intent that postings which have served their purpose will be promptly removed.

(End of Article 8)

## **Article 9. Strikes and Lockouts**

9.1 The Employer agrees that neither it, its officers, agents, representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lock-out of members of Union. Union agrees that during the term of this Agreement, or any extension thereof, it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action which will interrupt or interfere with the operation of Employer at any time. No Employee shall cause or take part in any strike, work stoppage, slowdown or other action which will interrupt or interfere with the operation of Employer. In the event of a violation of this Section, Union agrees to take affirmative steps with the Employees concerned, such as letters, bulletins, telegrams, or Employee meetings, to bring about an immediate resumption of normal work.

9.2 For the purpose of this Agreement, a strike shall be defined as an intentional slowdown in performance of services, any intentional interruption of services or suspension of work, any work stoppage, labor holiday, continuous meeting or concerted mass sickness.

9.3 In the event of a strike the parties shall only discuss between the parties the grievance allegedly causing such strike or any other grievances until such strike is terminated.

9.4 Any Employee who promotes, advocates, leads, encourages or participates in a strike during the term of this Agreement shall be subject to disciplinary layoff or discharge by Employer during the strike or after its conclusion. Any disciplinary layoff or discharge hereunder may be subject to review under the terms of Article 13 (Grievance Procedure).

(End of Article 9)

## **Article 10. Seniority**

10.1 Definition. Seniority shall be defined as an Employee's uninterrupted length of continuous, full-time service with Employer compiled by time actually on Employer's payroll, including any approved leaves of absence, unless specified otherwise in this Agreement. Newly hired probationary Employees who have completed their probationary period as set forth in Article 20 shall be entered on the seniority list, with seniority retroactive to the date of hire or re-hire.

10.2 Seniority List. Employer shall furnish to the President of Union and/or Designee a copy of the seniority list showing the seniority of each Employee listed by job title within thirty (30) days of the effective date of this Agreement. Thereafter, Employer shall furnish a revised or updated seniority list to the President of Union and/or Designee and said seniority list shall be posted on Union bulletin boards on a quarterly basis four (4) times per year.

10.3 Seniority shall be lost, and employment terminated and all rights resulting therefrom shall be lost when an Employee:

- a) Resigns or retires;
- b) Is discharged for just cause;
- c) Is laid off for a period of more than twenty-four (24) consecutive months;
- d) Fails to report for work when recalled from layoff within five (5) working days after receipt of certified mail (to the Employee's last known address as shown on Employer's records).

(End of Article 10)

## **Article 11. Labor-Management Meetings**

11.1 It is agreed by both Employer and Union that meetings shall be held as often as is mutually agreed to be necessary between the parties and their designated representatives according to the ground rules designating time of meetings.

11.2 Unless mutually agreed otherwise, quarterly, at a mutually agreed upon date and time, Employer's Executive Director or his designated representative and not more than two (2) other members of Management shall meet with not more than two (2) Employee representatives and one non-Employee representative of Union, in order to promote a more harmonious relationship between Union and Employer. Furthermore, it is agreed by both Employer and Union that meetings shall be held as often as is mutually agreed necessary.

11.3 Agendas will be exchanged by both parties no later than three (3) working days prior to the scheduled meeting date. The purpose of such meetings shall be limited to:

- a) Discussion regarding the administration of this Agreement;
- b) Discussion regarding grievances which have not yet reached the stage of arbitration shall be had when such discussions are mutually agreed to by the parties;
- c) Notification of Union of work rule changes made or contemplated by Employer which affect bargaining unit Employees;
- d) Dissemination of general information of interest to both parties;
- e) Give the parties the opportunity to share their views or make suggestions on subjects of interest to the parties, including alleged violations of the Agreement.
- f) Discussion regarding Hospitalization and Insurance.

11.4 Labor-Management meetings are viewed by the parties as necessary to the furtherance of this Agreement and Employees representing Union involved in these activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform these functions.

11.5 Within fifteen (15) working days after a Labor-Management meeting, unless an extension is mutually agreed to by both Union and Employer, both Union and Employer shall respond to all issues on the agenda at said Labor-Management meeting.

(End of Article 11)



## **Article 12. Management Rights**

12.1 This Agreement supersedes any policies or procedures whether oral, written or by practice and custom to the extent such policies or procedures are inconsistent with this Agreement. All of the rights, powers, functions or authority which Employer had prior to the signing of this Agreement, including those with respect to wages, hours, terms and other conditions of employment, are retained by Employer, except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement. These rights, powers, functions and authority shall be limited only by the specific and expressed terms of this Agreement.

12.2 Except as specifically limited by explicit provisions of this Agreement, Employer retains the exclusive right to manage the operations, control the premises, direct the working forces and maintain efficiency of operations. Specifically, Employer's exclusive management rights include, but are not limited to:

- a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and program of Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- b) Direct, supervise, evaluate, or hire Employees;
- c) Maintain and improve the efficiency and effectiveness of governmental operations;
- d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- e) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain Employees;
- f) Determine the adequacy of the work force;
- g) Determine the overall mission of Employer as a unit of government;
- h) Effectively manage the work force;
- i) Take actions to carry out the mission of Employer as a governmental unit.

(End of Article 12)

## Article 13. Grievance Procedure

13.1 Purpose and Definitions. The purpose of this Article 13 is (i) to provide opportunity for discussion of any grievance and (ii) to establish procedures for the processing and settlement of grievances as defined in this Section 13 J. All grievances shall be handled and disposed of solely in accordance with the procedures prescribed in this Agreement. "Grievance", as used in this Agreement, is limited to a complaint of an Employee which involves the interpretation or application of, or compliance with, the provisions of this Agreement. "Day", as used in this Article 13, shall mean calendar day, but shall not include any Saturday, Sunday or holiday unless otherwise indicated herein.

13.2 Should any difference arise between Employer, Union or an Employee regarding the interpretation or application of any provisions of this Agreement, it shall be settled in the manner set forth in Sections 13.3 through 13.7, inclusive.

13.3 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect to Employer's Executive Director, or by permitting the time requirements to lapse without further appeal. Each grievance shall be processed in the manner set forth in Sections 13.4 through 13.7, inclusive.

13.4 (a) Informal Discussion. Employees and department supervisors are encouraged by Union and Employer to first discuss and attempt to resolve any complaints or differences orally, outside the formal terms and provisions of the grievance procedure listed herein.

(b) Differences that cannot be so resolved may be considered a grievance and shall be processed in the following manner:

### Step 1.

- a) The written grievance must be filed with the department director of the grievant or the Executive Director or designee within ten (10) working days after the occurrence of the alleged violation and shall include the grievant's name, job title, date the grievance was filed in writing, date and time of the incident giving rise to the grievance, a brief description of the incident, the articles and sections of this Agreement claimed to be violated, and the specific remedy sought. The grievant, Union representative(s) and Employer representatives(s) shall, within five (5) working days from the date the grievance was filed, meet and attempt to resolve the grievance.
- b) Employer shall mail its written answer by certified mail, return receipt requested, to both the grievant and Union representative, within ten (10) working days following said meeting, unless an extension is mutually agreed to, in writing, by both Union and Employer. Any grievance not answered by Employer within the stipulated time limits shall be considered to have been answered as to the request of the grievant. Grievances involving the discharge or suspension of an Employee may be brought initially to Step 1.

## Step 2,

- a) If the grievance is not satisfactorily settled at Step 1, Union may request, in writing, to meet, and attempt to resolve the grievance, with either the Executive Director or the Executive Director's designee within five (5) working days after Employer provides its written answer in Step 1. The request for the meeting must be delivered to and received by either the Executive Director or designee.
- b) If Union requests a meeting specifically with the Executive Director pursuant to Step 2(a), the Executive Director shall meet with Union and any witnesses which the parties determine are necessary. The date and time of said meeting shall be mutually agreed upon by the parties but such meeting shall be held not later than thirty (30) working days after Employer provides its written answer in Step 1.
- c) If Union requests a meeting with Executive Director's designee pursuant to Step 2(a), the Executive Director's designee shall, within five (5) working days after the Executive Director or designee receives the written request for the meeting, meet with Union and any witnesses the Executive Director's designee determines are necessary.
- d) Employer shall mail its written answer by certified mail, return receipt requested, to both the grievant and Union representative, within ten (10) working days following the meeting described in this Step 2, unless an extension is mutually agreed to, in writing, by both Union and Employer. Any grievance not answered by Employer within the stipulated time limits shall be considered to have been answered as to the request of the grievant.

## Step 3 - Arbitration.

- a) If the grievance is not satisfactorily settled at Step 2, Union shall request, in writing, that the grievance be submitted to arbitration within five (5) working days after Employer provides its written answer in Step 2. The request for arbitration must be delivered to and received by either the Executive Director or designee. Union shall have the right to take the grievance to arbitration on its own initiative without the consent of the Employee.
- b) The representative of Employer and the representative of Union shall within ten (10) working days following the request for arbitration jointly agree to invoke the expedited arbitration procedure of the American Arbitration Association (A.A.A.) by sending a joint request to the A. A. A.
- c) (i) If the parties do not mutually agree on the expedited arbitration procedure within ten (10) working days after the request for arbitration, then either party may request the names of seven (7) arbitrators from the A.A.A. Within ten (10) days after receipt of the list of arbitrators, the parties shall meet to select an arbitrator. The parties shall use the alternate strike-off method with Union being the first to strike a name from the list. The striking shall alternate until the remaining name is designated the arbitrator, (ii) AH fees and expenses of the arbitration shall be borne equally by both parties.

- d) Any grievance not timely presented or processed as provided for in this Article 13 shall not be considered and shall not be arbitrable.
- e) Within ten (10) calendar days after an arbitrator has been selected, either by agreement of the parties or by appointment as heretofore provided, Union shall file a copy of the grievance with the arbitrator and Employer shall file with the arbitrator a copy of the last disposition of the grievance.
- f) Promptly after receipt of the statement from Employer, the arbitrator shall agree with the parties as to a mutually satisfactory hearing date. Any and all hearings shall be held within thirty (30) days after the date of the letter to the arbitrator from Employer incorporating a copy of Employer's last disposition of the grievance. If the arbitrator is unable to schedule and hold all such hearings within such thirty-day period because of the unwillingness of either party to proceed, the arbitration proceedings shall be dismissed as follows: (i) if Employer is unable or unwilling to proceed within such thirty-day period, the Employee's grievance shall be allowed, (ii) if Union is unable to or unwilling to proceed within such thirty-day period, the Employee's grievance shall be disposed of on the basis of Employer's disposition under the last preceding step of the grievance procedure, (iii) if the arbitrator is not available to proceed within such thirty-day period, upon notice to that effect or the expiration of such thirty-day period, the parties shall proceed to secure another arbitrator by mutual agreement. Upon failure to agree upon an arbitrator, the selection shall be made as provided in Step 3(c) above.
- g) At such hearing, each party shall be permitted to produce such witnesses as it desires for examination and each party shall have the right to cross-examine all witnesses produced by the opposite party. If desired by either party or by the arbitrator, a stenographic record shall be made of all testimony taken before the arbitrator. Immediately upon receipt of the stenographic record, the arbitrator shall notify each party of the date of its receipt by him. Each party shall be permitted to file a written brief within fourteen (14) days after the date on which the arbitrator notifies the parties of his receipt of a copy of the stenographic record, or within fourteen (14) days after the conclusion of the hearing if no stenographic record is taken. The time for filing such brief may be extended by the arbitrator for only one (1) additional period of no more than fourteen (14) days at the request of either party for good cause shown. A copy of each party's written brief that is to be served on the opposite party shall be delivered to the arbitrator who shall, upon receipt of both written briefs if so filed, deliver the written briefs to the opposite party.
- h) It shall be the duty and the function of the arbitrator within thirty (30) calendar days after receipt of the final briefs of the parties herein to make a decision in the case, which decision shall be final and binding upon the parties. However, in the event that the arbitrator shall fail to make a decision in the case within the period of time specified in this Step 3(h), he shall be deemed to have lost jurisdiction of, and be lacking in authority to make a decision in, the case. Employer shall notify the arbitrator that he has been relieved of his authority under this Agreement for failure to render a decision within the specified time. A copy of such letter to the arbitrator shall be sent to the representative of Union. Upon receipt of such letter by Union, the time limits and procedure as specified in Section 13.4, Step 3, shall become effective. It is agreed,

however, that the powers and the jurisdiction of the arbitrator shall be limited as follows:

- I. He shall have no power to add to or subtract from or modify any terms of this Agreement.
- II. He shall have no power to establish wage scales or change any wage rates.
- III. He shall have no power to substitute his discretion for Employer's discretion in cases where Employer is given discretion by this Agreement.
- IV. He shall have no power to award back pay except in a case of a grievance involving a disciplinary discharge or a disciplinary layoff. Each claim for back wages shall be limited to the amount of wages that the Employee should otherwise have earned in the employ of Employer, less any wages received from employment accepted in place of his former employment with Employer and less unemployment compensation received during the period of back pay. No back pay may be awarded to any Employee if Employer was not operating for any cause at any time during the period covered by the back pay demand.

An Employee entitled to receive back pay as a result of his grievance shall receive, for each day during the period covered by the disciplinary action, eight (8) hours at the Employee's straight-time hourly rate in effect on the date on which the written grievance was filed by the Employee.

13.5 Any grievance not appealed from the written disposition of Employer's representatives in Step 1(b) or Step 2(d) of the grievance procedure within the time and in the manner specified herein shall be considered as having been accepted by the Employee and Union on the basis of the disposition last made and shall not be eligible for further appeal.

13.6 Any grievance involving the interpretation or application of this Agreement, which has been disposed of in Step 3, shall not be made the subject of another grievance by the same Employee or Employees.

13.7 If an Employee quits while any grievance which he has filed, or in which he is interested, is pending hereunder, such grievance shall terminate as to such Employee as of the date on which he quits except as to any claim that he may have as to back pay arising out of such grievance which he may have pending under Article 36 (Wages).

(End of Article 13)

## **Article 14. Employees' Driving Privileges**

14.1 Union recognizes that Employer has the right to promulgate and enforce rules, regulations, and procedures to carry out the functions of Employer.

14.2 It shall be the responsibility of each Employee who is required to drive in order to fulfill their duties to maintain, at all times, a valid Ohio driver's or commercial driver's license without suspensions, restrictions or limitations of any kind.

14.3 Subject to Section 14.4, an Employee shall have his hourly rate of pay reduced by seven percent (7%) during any period of time the driver's or commercial driver's license or driving privileges of the Employee are suspended, restricted or limited pursuant to the Ohio Revised Code and any other applicable and/or relevant local, state and/or federal law.

14.4 An Employee may be discharged immediately if his driver's license or commercial driver's license or driving privileges in the State of Ohio are suspended (with no driving privileges of any kind) or revoked for a period of 15 days or more.

14.5 Each Employee shall sign Exhibit B pursuant to the Fair Credit Reporting Act requirements for Employer to access Motor Vehicle Records ("MVR").

14.6 Each Employee must report a suspension of his/her driver's license to the Executive Director upon the first scheduled day of work after the date the Employee knew or should have known of the suspension. Failure to timely report a suspension may result in discipline.

(End of Article 14)

## Article 15. Work Rules

15.1 Work rules as defined in this Section shall be all those written and unwritten policies, procedures, practices and directives which regulate conduct of Employees in the performance of Employer's services and programs. In an effort to consistently enforce work rules, the following guidelines were jointly developed by Union and Employer. All disciplinary action taken by Employer shall be determined on an individual case by case basis using the following specifications as a guideline. It is the intention of Union and Employer that the system of discipline shall be flexible enough to allow for individual consideration in all cases, while maintaining a consistent response to work rule violations.

Work rules have been divided into three (3) groups based upon the seriousness of the offense and appropriate disciplinary action has been assigned to each group. The disciplinary action is progressive to allow an Employee the opportunity to alter his behavior and avoid further discipline. The Employee's overall record of employment, the number of prior violations, and the time frame during which the prior violations occurred shall be factors used by Employer to determine disciplinary action. An Employee may be given a higher level of discipline even if it is his first violation of a specific work rule if the Employee has an established pattern of violating other work rules and has overall poor job performance.

The following three (3) groups of work rules have been reduced to writing and violation thereof shall constitute cause for Employer to reprimand, suspend or discharge an Employee:

### GROUP 1 - VERY SERIOUS OFFENSES

- (1a) Insubordination- Refusing, without justification, to comply with the lawful and reasonable directives or instruction of the Employer or the Employer's representative, (i.e. disobeying directives) that may be detrimental to the Employer's interest.
- (1b) Falsifying any Employer record, including, but not limited to, time sheet, leave sheet, work order, receipts, mileage record. Workers' Compensation form, or other similar documents.
- (1c) Stealing, pilfering, destroying or defacing Employer property or the property of residents or Employees, including any materials that are discarded, scrap metals, and personal property of former residents.
- (1d) Participating in or conducting illegal gambling on Employer premises;
- (1e) Carrying weapons on Employer property during or after work hours.
- (1f) Removing Employer equipment, tools or supplies (except items that are assigned to the Employee) for personal use without written permission will be considered theft.

(1g) Conducting political activity during working hours.

(1h) Employees are prohibited from having personal relationships with residents which may cause embarrassment, complaints or disciplinary action.

(1i) Employees are prohibited from having any conflict of interest, through direct or indirect interest in any company, project or property connected with Employer, including influencing a bid process or directing information to interested contractors that may influence contract awards or work being done.

(1j) Committing sexual harassment, and/or any other form of discrimination and/or harassment based on, in whole or in part, the person's race, color national origin, age religion, disability status, gender, sexual orientation, gender identity, genetic information or marital status. Harassment is any verbal or physical conduct designed to threaten, intimidate or coerce any person including, supervisors, Employees, residents or general public.

(1k) Reporting for work while under the influence of intoxicants or illegal drugs or using the same while on Employer premises; if an Employee is called in to work after hours, he is not to report to work if he has been drinking. (See Article 37 Alcohol and Drug Policy.)

(1l) Failure to report a suspension of the Employee's driver's license to the Executive Director upon the first scheduled day of work after the date the Employee knew or should have known of the suspension.

Violation of Group 1 work rules may result in the following disciplinary action:

First Offense - Suspension or termination.

Second Offense - Termination.

## GROUP 2 - SERIOUS OFFENSES

(2a) Repeated (three or more times) tardiness; Reporting to the job site or assignment unreasonably late or leaving work or job assignment early without authorization.

(2b) Failure to report off work properly and promptly will be considered absence from work without authorization, unless a proper excuse for the absence is shown.

(2c) Violation of health, sanitary or safety rules, including, but not limited to, the rules set forth on Exhibit C, attached hereto and made a part hereof, and violation of OSHA regulations.

(2d) Vandalism or theft of Employer vehicle or contents will be responsibility of Employee if vehicle is not locked; Employees are charged with responsibility to lock vehicles at all times in



addition to locking the office building and maintenance doors. Employees must not leave tools, supplies, materials and other SMHA property unsecured at work sites.

(2e) Unauthorized use of Employer vehicle for personal errands other than stopping for lunch.

(2f) Careless or negligent operation of vehicle or equipment which resulted in an accident.

(2g) Participating in any act which may endanger safety of others, including fighting or threats of physical violence on Employer property.

(2h) Restricting work production and persuading others to participate in a work slowdown during the term of this Agreement.

(2i) Unauthorized entry on Employer property, including intentional trespass on resident's property (uninvited or no work order).

(2j) Wrongful use of ID Card, Employer keys or wearing "SMHA" uniform during non-working hours when not engaged in work for Employer.

(2k) Failure to immediately report injuries and accidents.

(2l) Encouraging residents or the general public to become involved in Employer/Employee relations or problems.

(2m) Poor overall job performance which is documented and does not improve; however, this does not include tasks that an Employee is not physically able to do or has not been trained to do.

(2n) Not maintaining courteous respectful and cooperative behavior, i.e. bullying; willful, intentional and blatant disrespectful conduct; and/or use of abusive, threatening or profane language directed toward management, supervisors, Employees, residents or the general public.

(2o) Loafing, sleeping or abuse of time during assigned working hours, including quitting duties early, frequent or extended breaks, personal conversations including via any electronic device, app and/or digital program that interrupts work, conducting excessive personal business during work hours that interferes with work productivity; and/or fundraising for charitable organizations without prior approval.

Violation of Group 2 work rules may result in the following disciplinary action:

- First Offense - Written warning (removed from file after one (1) year)
- Second Offense - Three (3) day suspension (removed from file after three (3) years)
- Third Offense - Five (5) day suspension (removed from file after three (3) years)
- Fourth Offense - Termination

### GROUP 3 - LESSER OFFENSES

(3a) Failure to follow dress code or failure to wear approved clothing for type of work performed; maintenance Employees must wear uniform.

(3b) Failure to attend workshop, seminar or conference sessions paid by Employer when mutually arranged.

Violation of Group 3 work rules may result in the following disciplinary action:

First Offense - Oral warning. An oral warning will be documented on a standard form (See Record of Oral Reprimand attached) and placed in the Employee's personnel file. The Record of Oral Reprimand will be removed from the Employee's personnel file one (1) year after the date on which the incident occurred that resulted in the oral warning and said Record of Oral Reprimand shall cease to have any force or effect on the Employee.

- Second Offense - Written warning (removed from file after one (1) year)
- Third Offense - Three (3) day suspension (removed from file after three (3) years)
- Fourth Offense - Five (5) day suspension (removed from file after three (3) years)
- Fifth Offense - Termination

15.2 Maintenance Employees shall be initially entitled to four (4) uniforms. Thereafter, maintenance Employees shall be entitled to four (4) uniforms per year which shall be distributed by Employer once per year in September. Maintenance Employees shall also be entitled to one (1) jacket or one (1) hoodie which shall be replaced when worn out, provided the Employee delivers his old worn out jacket or hoodie to Employer.

15.3 Maintenance Employees must wear complete uniforms during working hours. The Authority will provide Maintenance Employees with composite or steel toe work shoes up to \$150.00 every two years. Any amount above \$150.00 will be payroll deducted from employees pay. Maintenance employees shall not wear tennis shoes during working hours, unless they are safety shoes with composite or steel toes. Failure to wear complete uniforms will result in disciplinary action.

15.4 All bargaining unit Employees shall be issued identification cards and shall wear them where they can be seen by residents and the general public. Failure to wear identification cards will result in disciplinary action.

15.5 It is the intent of Employer that work rules shall be interpreted and applied uniformly to all Employees and are subject to the Grievance Procedure (Article 13).

15.6 If an Employee is disciplined by Employer for violating a work rule, and if said Employee gives his written consent, then Employer shall provide Union with a copy of a written statement containing the work rule violated, the type and amount of discipline imposed by Employer, and the reason for the disciplinary action taken by Employer against said Employee. If the disciplined Employee does not consent to Employer providing Union with a copy of the written statement described in the preceding sentence, then said Employee shall sign a written statement relieving Union of any obligation to represent him in the disciplinary action taken by Employer.

Semiannually, Employer shall prepare and deliver to Union a list of all work rules violated by Employees in the previous six (6) months. The list shall contain the work rule violated, the type and amount of discipline imposed by Employer, but shall not contain the name of the Employee who violated the work rule.

15.7 All letters of warning or disciplinary action taken against an Employee, other than a suspension from work, shall be removed from the Employee's personnel file one (1) year after the date on which the incident occurred that resulted in the letter of warning or disciplinary action being written, and said letter shall cease to have any force or effect on the Employee.

All letters of disciplinary action in which an Employee is suspended from work without pay shall be removed from the Employee's personnel file three (3) years after the date on which the incident occurred that resulted in the letter of disciplinary action being written, and said letter shall cease to have any force or effect on the Employee.

(End of Article 15)

## Article 16. Absentee Policy

**16.1 Absenteeism Provision.** An incidence of absence is any day, consecutive days or part of a day three (3) hours or more that an employee is not at work in a rolling twelve-month period. The following exceptions apply: FMLA qualifying reasons, funeral leave, subpoenaed court appearances, jury duty, certified military obligations, workers' compensation leaves, holidays, vacation days, proper use of accumulated sick time with documented medical appointment that has been scheduled in the payroll system, hospitalization, same-day outpatient surgery, and other previously approved leaves of absences.

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.

### **16.2 Absenteeism Discipline.**

- A. Employees may 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:
- |      |  |                                   |
|------|--|-----------------------------------|
| i.   | Six (6) incidents  | Verbal warning with documentation |
| ii.  | Seven (7) incidents  | Written corrective action         |
| iii. | Eight (8) incidents  | Three (3) day suspension          |
| iv.  | Nine (9) incidents   | Five (5) day suspension           |
| v.   | Any further incidents of absenteeism within a rolling twelve (12) month period may result in termination |                                   |
- B. Employees who use an excessive amount of sick leave in a rolling twelve-month period of time are subject to disciplinary action as outlined in Article 15. With the exception of instances covered by FMLA or approved leaves of absence as specified in Art. 23.6, utilizing more than one- hundred and twenty hours (120) in any rolling twelve (12) month period shall be considered excessive.

### **16.3 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:
  - i. Six (6) incidents                      Verbal warning with documentation
  - ii. Seven (7) incidents                  Written corrective action
  - iii. Eight (8) incidents                 Three (3) day suspension
  - iv. Nine (9) incidents                  Five (5) day suspension
- E. Any further incidents of Tardiness within a rolling twelve-month period may result in Termination

16.4 Tardiness Discipline

- A. Attendance or tardiness incidents which arise while a prior incident is under review by Employer will result in discipline at the next step upon conclusion of Employer's review, if that pending review concludes that an incident occurred.

16.5 Mitigating circumstances which excuse or justify Incidents of Absenteeism may be considered by Employer at any time during this process.

16.6 A year will constitute each rolling 12-month period for the purposes of Article 16.

16.7 The Employee shall have the right to Union representation during any meeting regarding discipline of the Employee

16.8 A "Pattern of Abuse" shall constitute grounds for discipline apart from and in addition to the foregoing provisions of this Article 16. A Pattern of Abuse consists of, but is not limited to, absenteeism as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, paydays, vacation days or other discernible events, or consistent or regular usage of sick leave.

16.9 The Employee shall have the right to Union representation during any meeting regarding discipline of the Employee.

16.10 Unscheduled absences require prompt notification by telephone to SMHA's Attendance Line (330-454-8051, ext. 400). Other than unforeseen emergencies, Employees must call the Attendance Line at least 30 minutes prior to their starting time. Unscheduled absences that occur during an Employee's scheduled shift also require Management notification. Sick leave for pre-planned absences should be scheduled as far in advance as possible.

(End of Article 16)

## **Article 17. Health and Safety**

17.1 Employer shall continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment. Protective devices, wearing apparel, proper ventilation and hearing equipment and other equipment necessary to properly protect Employees from sickness or injury shall be provided by Employer.

17.2 In order to correct, maintain and improve effective safety and health conditions, a joint committee entitled "Joint Health and Safety Committee" shall be established. This committee shall be composed of the Chief Steward and one (1) other Steward and two (2) people appointed by Employer. The Chief Steward and one (1) of Employer's representatives shall co-chair this Committee.

17.3 The Joint Health and Safety Committee shall meet on a monthly basis for the following purposes:

- (a) To promote health and safety education;
- (b) To discuss unsafe or unhealthful working conditions, and make recommendations to Employer's Executive Director regarding corrections thereof

17.4 Meetings of the Joint Health and Safety Committee shall be conducted during normal working hours, provided the meetings which extend beyond the workday shall be on non-paid time. Committee members shall suffer no loss of pay or benefits for time spent in such meetings during normal work hours.

17.5 The Joint Health and Safety Committee may be called into emergency session by mutual consent of both chairpersons to investigate personal injury accidents or health or safety complaints of an immediate and serious nature. Such emergency committee meetings shall be held within twenty-four (24) hours.

17.6 Medical examinations of Employees or job applicants requested by Employer shall be governed by the Americans with Disabilities Act of 1990 (42 USCS Secs. 12101-12213).

(End of Article 17)

## Article 18. Hours of Work and Overtime

### 18.1 Hours of Work.

(a) The normal work week for all full-time Employees within the bargaining unit shall be forty (40) hours, worked in five (5) consecutive eight (8) hour days, Monday through Friday of each calendar week, or four (4) consecutive ten (10) hour days between Monday and Friday of each calendar week worked in accordance with the provisions of Section 18.4 below. The weekly period begins Monday, 12:01 A.M. and ends the following Sunday, 12:00 midnight.

(b) The normal work shifts shall begin at 8:00 A.M. and end at 4:30 P.M. and from 4:30 P.M. to 12:30 A.M. During each normal work shift, the Employees will receive forty-five (45) minutes allotted time for a meal period. Notification of changes in the present starting and quitting times shall be given to Union one (1) week in advance of any change. Emergency changes of a temporary nature shall be made by Employer.

(c) There will be two (2) ten (10) minute paid rest periods in each regular work shift. The rest period shall, to the extent practicable, be scheduled during the middle two (2) hours of each half shift. Rest periods will not normally be scheduled immediately before or after the meal period or at the start or end of a shift. All rest breaks will be taken in the immediate vicinity of the Employee's work site. Employees shall be at their workstations performing their assigned tasks at the beginning and end of the ten (10) minute period. The same punctuality requirement shall apply to meal periods and the starting time for the Employee's shift.

### 18.2 Overtime.

(a) Overtime work shall only be performed and shall only be paid for when such overtime is authorized by Employer's Executive Director or designee. Part-time Employees are eligible for overtime only if their hours exceed 40 hours in any give work week as defined in 18.1.

(b) Except as otherwise provided in Section 18.4 below, "Scheduled Overtime" means hours or fractions thereof which are worked by an Employee in excess of Employee's forty (40) hour week (any fixed and regularly recurring period of 168 hours - seven consecutive 24-hour periods). Overtime may be scheduled on Saturdays, Sundays, or holidays.

(c) Holidays, and vacations shall be counted as hours worked for purposes of this Section, but all other leave shall not be counted.

(d) An Employee who works Scheduled Overtime Monday through Saturday shall be paid at one and one-half times (1 1/2 x) the Employee's regular straight time rate of pay for all Scheduled Overtime hours worked.



(e) An Employee who works Scheduled Overtime on a Sunday shall be paid at two times (2 x) the Employee's regular rate of pay for all Scheduled Overtime hours worked on Sunday.

(f) If an Employee is required to work Scheduled Overtime on a holiday, the Employee shall be paid eight (8) hours at the Employee's regular rate of pay for the holiday and one and one half times (1.5 x) the Employee's regular rate of pay for all hours worked on said holiday.

(g) An Employee shall, at the Employee's option, be granted one and one-half (1 1/2) hours of compensatory time off work, in lieu of being paid in cash, for each hour worked pursuant to Section 18.2(c) through (e), inclusive. An Employee shall, at the Employee's option, be granted two (2) hours of compensatory time off work, in lieu of being paid in cash, for each hour worked pursuant to Section 18.2(f). An Employee entitled to compensatory time off as provided for in this Section 18.2(g) shall notify his supervisor or department director, in writing, of his option to take compensatory time off in lieu of being paid in cash, and said compensatory time off shall be taken by the Employee within thirty (30) days after the Employee is entitled to receive it.

(h) An Employee shall not be given compensatory time off for overtime work in renovating vacant units, and in lieu of compensatory time the Employee shall be paid for such overtime work.

(i) The Employer may mandate no more than twelve (12) hours of overtime in any weekly period.

### 18.3 Equal Distribution of Scheduled Overtime.

(a) When it becomes necessary for overtime work to be performed at a work site, Employer shall request Employees to work in the following order:

- i. The Employees who are working at the work site where the overtime is needed.
- ii. The Employees in order of seniority who are not working at the work site where the overtime is needed.

(b) Employer shall endeavor, insofar as may be reasonably practicable, to make equal distribution of scheduled overtime among Employees within the bargaining unit, as set forth in Section 18.3(a). For the purpose of this Section 18.3(b), overtime refused by an Employee shall be counted as overtime worked by that Employee.

18.4 This Section is applicable only to those maintenance department Employees who are scheduled to work the second shift (i.e., afternoons) consisting of four (4) consecutive ten (10) hour days. In the event that the provisions of this Section 18.4 conflict with any other provision of this Article 18, the provisions of Section 18.4 shall prevail. The Employer shall schedule a second shift for maintenance department Employees, and the following rules shall apply to such Employees:

- (a) The normal work week shall be forty (40) hours in four (4) consecutive ten (10) hour days worked between Monday and Friday of each calendar week.
- (b) "Scheduled Overtime" under this Section 18.4 means hours or fractions thereof which are worked by an Employee either in excess of forty (40) hours during a weekly period or in excess of Employee's ten (10) hour day, which abut the Employee's regular work shift immediately before or after the normal work shift; provided, however, that such Employee must work the entire regular shift. Overtime may be scheduled on Saturdays, Sundays, or holidays.
- (c) An Employee who works Scheduled Overtime Monday through Saturday shall be paid at one and one-half times (1 1/2 x) the Employee's regular straight time rate of pay for all Scheduled Overtime hours worked.
- (d) An Employee who works Scheduled Overtime on a Sunday shall be paid at two times (2 x) the Employee's regular rate of pay for all Scheduled Overtime hours worked on Sunday.
- (e) If an Employee is required to work Scheduled Overtime on a holiday, the Employee shall be paid ten (10) hours at the Employee's regular rate of pay for the holiday and one and one half times (1.5 x) the Employee's regular rate of pay for all hours worked on said holiday.
- (f) There will be two (2) fifteen (15) minute paid rest periods in each shift, one prior to and one following the lunch hour. Such rest breaks will be governed in general by the provisions of Section 18.1(c).
- (g) The benefits of Employees working pursuant to this Article 18.4 shall not be changed in any way and such Employees will receive the same benefits they would have received if they were working five (5) consecutive eight (8) hour days.
- (h) Each Employee working the schedule set forth in Section 18.4(a) will be given three (3) consecutive days off either Friday, Saturday and Sunday or Saturday, Sunday and Monday.
- (i) It is the intent of the parties that the provisions of this contract regarding holidays, Scheduled Overtime, and related matters will be equitably applied so that the Employees whose schedules are governed by this Section 18.4 will be treated fairly. For example, if a holiday falls on a Friday or Monday which is a scheduled day off for an Employee, such Employee will be entitled to a day off on Thursday or Tuesday, as the case may be, provided that such arrangement does not unreasonably interfere with the efficiency of operations; otherwise,

such Employee will be entitled to a day off within the same pay period to observe such holiday.

- (j) The second shift described above shall begin no earlier than noon and end no later than 3:00 A.M. of each day.
- (k) Employees who volunteer will work the foregoing schedule. If there is an insufficient number of volunteers, Employees will be assigned by reverse seniority by quadrant. In the event that there are more volunteers than are needed, the volunteers will be selected according to seniority by quadrant with the positions being awarded to the most senior Employees assigned to each quadrant.

(End of Article 18)

## **Article 19. Filling of Vacancies, promotion and Transfer**

19.1 For the purposes of this Section, a "permanent vacancy" is defined as occurring when Employer desires to fill a permanent opening within the bargaining unit which is created either, (i) through an existing Employee permanently leaving the employment of Employer, or (ii) an Employee permanently leaving his job title, or (iii) because Employer has increased the total number of permanent positions in the bargaining unit.

19.2 (a) No job in the bargaining unit may be filled before being posted as provided herein. Whenever a permanent vacancy occurs, such vacancy shall be posted for seven (7) working days if and when Employer, in its sole discretion, decides to fill the position. During said seven (7) working days, bids will be accepted by Employer. Employees are required to bid during the time of such posting or be considered to have waived their rights to such posted vacancy. In order to bid on a job, an Employee must complete and submit to Employer a "Job Bid Request" form. An Employee shall not be permitted to bid on a job on a day during which he is serving a disciplinary suspension without pay. Any person, including non-Employees, may bid on the posted job.

- (b) The posted vacancy shall contain the following:
  - i. The job title;
  - ii. The grade and salary of position;
  - (iii) The location;
  - (iv) The hours of work;
  - (v) The job description;
  - (vi) The minimum qualifications for the position;
  - (vii) The person to contact if interested;
  - (viii) The deadline for submitting application.

19.3 The term promotion, for purposes of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held. The promoted Employee shall realize an increase in pay according to Exhibit D Wage Schedule.

19.4 (a) Permanent vacancies may be filled by Employer to the fullest extent possible, consistent with efficient operations, by promotion of qualified Employees. Where two (2) or more applicants have applied, and it has been determined by Employer that the applicants' qualifications are equal, seniority will prevail with the promotion being awarded to the more senior applicant.

(b) Employer will evaluate all candidates who meet the criteria stated in the job description and, in selecting among such candidates, may take into account work record, demonstrated job performance, skills, attitude, knowledge and capacity. Employer may utilize testing to aid in its determination and such testing, whether written or oral or a combination thereof, may include:

- i. Demonstrations of skill, physical fitness, efficiency and manual dexterity;
  - ii. Evaluations of capacity, knowledge, experience, training and mental or psychological fitness or adaptability.
- (c) Provided that Employer acts in good faith and without personal favoritism, nothing herein shall be construed to prohibit Employer from:
- i. Deciding not to fill any vacancies; provided, however, that when Employer decides not to fill a vacancy after it has been posted, Employer's Executive Director or designee shall, upon request, explain the reason to the Chief Steward;
  - ii. Creating a new or different job title;
  - iii. Select non-bargaining unit applicants for vacancies to meet affirmative action requirements.

19.5 All bids for job vacancies in the bargaining unit shall be considered within ten (10) working days after the closing of the bidding period by Employer. Within seven (7) working days following such ten (10) day period, the identity of the successful bidder will be made known by posting on bulletin boards. When the successful bidder is an Employee who will be making a lateral transfer, the lateral transfer shall be completed within ten (10) working days after the closing of the bidding period.

Unsuccessful bidders shall have access to the Grievance Procedure (Article 13). In addition, if a request is made by an unsuccessful bidder or the Union on behalf of and with permission of such bidder, the designee of the Executive Director will advise the unsuccessful bidder in writing why the job was awarded to someone else. If an unsuccessful bidder is awarded the position through arbitration, the arbitrator shall determine the remedy unless otherwise agreed by the parties. In determining the remedy, the arbitrator shall specify which Employees shall retrogress or be laid off, as the case may be, in accordance with Layoff and Recall (Article 22) provisions.

Retrogression, as used in this Agreement, is defined as movement or assignment on a permanent basis to a position in the same or lower grade.

19.6 (a) A newly-promoted Employee may be returned to his former position and former rate of pay (i) if within the first ninety (90) days he fails to satisfactorily perform the functions of the job, or (ii) if he is required to vacate his position because another Employee is entitled to such position through the right of retrogression. A newly promoted Employee who is returned to his former position shall have access to the Grievance Procedure (Article 13).

A newly promoted Employee who is returned to his former position shall displace the Employee in such former position with the least seniority in that department and grade. The displaced Employee shall be returned to the position from which he was transferred, in turn displacing the Employee with the least seniority in that department

and grade. This process of retrogression shall continue until the effect of the promotion is reversed.

(b) An Employee who exercises his bidding rights, is promoted to the position but fails to satisfactorily perform the functions of the job within the first ninety (90) days after the promotion and is returned to his original position and rate of pay shall be ineligible to exercise his bidding rights for six (6) months after the return to his original position.

19.7 Employer shall make temporary assignments in accordance with its management rights as described in Article 12, and such temporary assignments shall be made in writing.

19.8 Employer shall notify the Chief Steward of temporary assignments that are to exceed thirty (30) days or more.

19.9 After being temporarily assigned to a higher grade, upon completion of the first day, all hours thereafter worked in the higher grade, an Employee shall be paid at the rate of pay for the higher grade which results in the least amount of increase in pay over the rate of pay for the Employee's lower grade. An Employee temporarily assigned to a lower grade shall continue to receive the same rate of pay he received for his prior, higher grade.

19.10 (a) Employer shall give first preference to those timely filed applications of Employees who are in the same grade as the vacant positions and are, therefore, requesting a lateral transfer to the vacant position. Employer may grant a lateral transfer to fill the opening, provided the Employee has the skill and ability to perform the job. Employer may also take into account the Employee's attendance record in granting a lateral transfer. In the event there are to lateral transfer requests made during the posting period, such job shall be filled in accordance with the applicable sections of this Article 19. Where two (2) or more Employees have applied, in selecting among such Employees, Employer may take into account work record, demonstrated job performance, skills, attitude, knowledge, capacity and seniority.

(b) The initial opening shall be filled by such lateral transfer. Thereafter, the opening created by the lateral transfer must be posted for bid and may not be filled with another lateral transfer request. An Employee may make only one (1) lateral transfer within a one (1) year period.

19.11 Upon a successful promotion or lateral move, Employee must wait a minimum of twelve (12) months to bid on any lateral postings.

(End of Article 19)

## **Article 20. Probationary Period**

New Employees shall be considered as probationary Employees for the first ninety (90) days and during such probationary period Employer shall have sole discretion to discipline or discharge such Employees for failure to render satisfactory performance or for violations of Employer policies and procedures or conditions of employment. Discipline or discharge during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement (Article 13). Probationary Employees are not eligible to bid on position vacancies.

(End of Article 20)

## **Article 21. Call In Pay**

21.1. If an Employee is called in to work because of an emergency outside the Employee's regular shift and such time does not abut that shift, the Employee shall be paid a minimum of one and one half hours (1 1/2 x) for emergency work performed, For determination of the minimum pay, any emergency calls that abut the original call-in are deemed to be continuation of the original call-in period. In the event that Employee returns home from the original call-in, a new minimum call-in period shall commence. Emergency work occurring on Monday through Saturday and on holidays shall be paid at one and one-half times (1 1/2x) the Employee's regular straight time rate of pay for actual time worked. Emergency work occurring on Sunday shall be paid at two times (2x) the Employee's regular straight time rate of pay for actual time worked.

21.2. If an Employee is called to report to work earlier than the normal starting time or requested to work beyond his regular shift, and such time abuts that shift, the Employee shall be paid at one and one-half times (1 1/2 x) his regular straight time rate. The Employee must work the entire shift to receive overtime pay. (See Section 18.2, Overtime.)

21.3. If an Employee carries an overtime phone for Employer business purposes, the Employee shall be paid fifteen dollars (\$15.00) for each day the Employee carries the overtime phone.

(a) SMHA will establish a quarterly schedule for carrying the overtime phone for the Agency. Employer will first solicit qualified volunteers who are willing to carry the overtime phone. If there are no qualified volunteers available for the scheduled time, qualified Employees will be assigned in inverse order of seniority on a rotational basis.

(End of Article 21)



## Article 22. Layoff and Recall

22.1. It is the policy of Employer to stabilize employment so that Employees may be provided with regular and continuous work. In the event that a reduction in the work force within the bargaining unit becomes necessary, Employees within the bargaining unit will be selected for layoff by reverse order of seniority within the department and grade. Recalls shall be in order of seniority within the department and grade. Employees within the bargaining unit shall be selected for layoff in the following order within the department and grade:

- (a) Employees who have not completed the probationary period, as specified in Art, 20;
- (b) Temporary and part-time Employees;
- (c) Regular, full-time Employees with the least seniority.

22.2. Any Employee who would otherwise be laid off may bump (i.e., replace) the least senior Employee in the same department and grade. If such Employee who would otherwise be laid off has the least seniority in such Employee's department and grade, such Employee may bump the least senior Employee in the next lower grade in the same department if such Employee remains physically and mentally qualified, in the judgment of Employer, and provided an extensive period of retraining is not required or the Employee has previously performed the job in question. Any Employee who bumps an Employee with less seniority shall be paid at the appropriate rate within the salary range of the lower grade.

22.3. Whenever possible, Employer 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 President of Union.

22.4. In the event two (2) or more Employees in the same department with the same grade attain seniority on the same day and date, individual seniority shall be determined on the basis of the initial of the last name as of the date of hire (A to Z being the highest to lowest seniority).

22.5. (a) An Employee shall have three (3) working days from receipt of notice of layoff to inform Employer in writing of the election of the Employee to exercise the right to bump another Employee and failure to give such written notice shall be deemed to be an election not to bump. Such Employee who elects not to bump shall not lose the right to recall to the Employee's regular job but shall lose bumping rights for the duration of the layoff.

(b) Employer shall have three (3) working days after receipt of the written election of any Employee to bump another Employee to determine whether such Employee has a right to bump in accordance with the provisions of this Article 22.

(c) If the Employee is not in agreement with the decision of Employer regarding the right to bump, such Employee may file a grievance in accordance with the Grievance Procedure set forth in Article 13.

22.6. No person shall be hired into, or promoted to, a job title while an Employee in the same department and grade is on the recall list.

22.7. Employees will be carried on a recall list for a period of two (2) years following layoff. Employees will be recalled in the reverse order of layoff. Notice of recall shall be first by telephone and confirmed the same day by certified mail, return receipt requested, to the most current home address furnished by the Employee to the Personnel Department. It shall be the sole responsibility of the Employee to give Employer a telephone number and address where such notice is to be given. Employees will be given forty-eight (48) hours from the time of notification by telephone or receipt of certified mail to advise Employer of their intent to report for work and must report within five (5) working days of such recall notification. If the Employee fails to respond, he forfeits his recall rights.

22.8. Seniority and length of service credit for retirement benefits will continue to accumulate during any layoff of thirty (30) days or less. Employees laid off for more than thirty (30) days and subsequently recalled within two (2) years from the date of layoff shall be credited with the years of service and seniority accumulated at the time of layoff. No vacation days or days of paid absence will be earned during layoff. When an Employee returns to work following recall, however, the Employee may use any vacation days or days of paid absence accumulated at the time of layoff. If the Employee so requests, vacation pay equal to the number of days accumulated, minus the number of days taken, will be paid at the time of layoff.

22.9. On the first day of the first month after which an Employee has been laid off for more than thirty (30) days, Employer shall stop making payment for medical and life insurance on behalf of such Employee. It is the intention of the parties that the benefits provided for the Employees pursuant to Articles 32 (Hospitalization and Insurance) and 33 (Life Insurance) shall cease on the first day of the first month following thirty (30) days after the Employee has been laid off.

(End of Article 22)

## **Article 23. Sick Leave and Leave Without Pay**

23.1. All Employees in the bargaining unit shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours with pay. Employees may use sick leave, upon approval of the Employee's supervisor or department director, for absence due to the following:

(a) Personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other Employees.

(b) Visits to doctors and dentists by the Employee if the doctor or dentist examines or renders treatment to the Employee during the visit.

(c) Employee attending to the serious illness or injury of a member of Employee's immediate family or to attend to a member of Employee's immediate family who is hospitalized; for purposes of this Section 23.1, "immediate family" means mother, father, brother, sister, son, daughter, legal spouse, mother-in-law, father-in-law, foster child, grandchild and step-child.

(d) Attendance at a funeral outside of the State of Ohio, as provided for in Article 26 (Funeral Leave).

23.2. Unused sick leave shall be cumulative without limit. The parties acknowledge that attendance is crucial. As such a perfect attendance bonus of \$200.00 shall be paid every six (6) months beginning October 14, 2014, if an Employee has used no sick leave in the preceding six (6) month period.

23.3. When sick leave is used, it shall be deducted from the Employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The Employee shall furnish to Employer a satisfactory, written, signed statement to justify the use of sick leave. If medical attention is required, or if the Employee uses sick leave for four (4) consecutive working days, a certificate from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

23.4. Upon retirement from Employer, Employees hired prior to April 1, 2008, with a minimum of ten (10) years of service with Employer or Employees who are permanently and totally disabled at the time of retirement shall have the right to convert accumulated sick leave into a cash bonus at the rate of one (1) day's pay for each two (2) days of unused, accumulated sick leave. Employees hired on or after April 1, 2008, shall be compensated at the rate of one (1) day's pay for each three (3) days of unused, accumulated sick leave. Employees hired on or after April 1, 2011, shall be compensated at a rate of one (1) day's pay for each four (4) days of

unused, accumulated sick leave and unused, accumulated sick will be capped at 240 hours total payout. For purposes of this Section 23.4, an Employee is "permanently and totally disabled" if he is permanently unable to engage in any sustained remunerative employment.

23.5. Upon the death of an Employee hired prior to April 1, 2008, his unused accumulated sick leave shall be converted into cash, to be paid to his estate at the rate of one (1) day's pay for each one and one-half (1 1/2) days of unused, accumulated sick leave. Employees hired on or after April 1, 2008, but before April 1, 2014, shall be compensated at the rate of one (1) day's pay for each two (2) days of unused, accumulated sick leave. Employees hired on or after April 1, 2014 shall not be entitled to any payout of unused, accumulated sick leave upon death.

23.6. An Employee shall be granted, upon written request, a leave of absence on account of disability caused by illness, injury or pregnancy. Employee must first use sick leave as provided above and then use vacation leave as provided in Article 30 (Vacations) below and may also use leave without pay. However, the maximum duration of all leave, including sick, vacation, leave without pay and any leave to which the Employee is entitled under the Family and Medical Leave Act of 1993, shall be for twelve (12) months. Extensions for leave beyond twelve (12) months must be requested in writing and will be considered on a case-by-case basis by the Executive Director. Leave without pay will be subject to the following additional conditions:

(a) Must be an Employee of Employer for a minimum of one (1) year and 1250 hours worked.

(b) Employee must provide, along with his written request for leave, a doctor's certificate or other similar reliable evidence of (i) the necessity for the leave and (ii) the estimated length of the leave.

(c) A certificate from the Employee's physician as to the Employee's fitness to perform his required duties shall be a prerequisite to his return to work at the expiration of the leave.

23.7. The phrase "public agency" as used in this Agreement shall mean any county, municipality or township in the State of Ohio, any Ohio state college or university, any local school district, and any public housing authority located in Ohio.

23.8. Effective April 1, 2020, the previously accumulated sick leave of an Employee who has been separated from other public agencies, including but not limited to: state, county, municipal, township or any other applicable public agency shall not be recognized or transferred to any sick leave balances maintained and/or funded by Employer.

(End of Article 23)

## **Article 24. Family and Medical Leave Act**

24.1. The Employer shall comply with the requirements of the Family and medical Leave Act as provided in the Employer's policy in effect as of April 1, 2014.

(End of Article 24)

**Article 25.**

**INTENTIONALLY LEFT BLANK**

(End of Article 25)

## **Article 26. Funeral Leave**

26.1. When death occurs to an Employee's legal spouse, mother, father, mother-in-law, father-in-law, son, daughter, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents in-law or grandchildren, step-relatives or any person who stands in the place of parents, an Employee, upon request, will be excused and paid for up to a maximum of three (3) scheduled working days. Such Employee shall receive eight (8) hours at the Employee's straight-time hourly rate in effect on the date on which the funeral occurs. An Employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime.

26.2. If an Employee attends the funeral of any person specified in Section 26.1, and the funeral is outside of the State of Ohio, the Employee may, at the Employee's discretion, be granted an additional two (2) days funeral leave. The additional two (2) days shall be charged against the Employee's sick leave.

(End of Article 26)

## **Article 27. Jury Duty**

27.1. An Employee who is called for jury service or subpoenaed as a witness shall be excused from work for the hours in which he serves. "Service", as used herein, includes reporting for jury or witness duty when summoned, whether or not the Employee is used. "Service" begins at the time the Employee arrives at the courthouse and "service" ends at the time the Employee is dismissed from the courthouse. Such Employee shall receive, for each hour of service in which he otherwise would have worked, the Employee's straight-time hourly rate in effect on the date he was first scheduled to serve.

27.2. The Employee shall present proof to his Department Director, that the Employee did serve or report as a juror or was subpoenaed and reported as a witness and the amount of pay, if any, received therefore. The proof shall also contain the time the Employee arrived at the courthouse and the time the Employee was dismissed from the courthouse. All payments for such service shall immediately be delivered to Employer's Finance Department.

(End of Article 27)



## **Article 28. Military Leave**

28.1. All Employees who are members of the Ohio national guard, the Ohio defense corps, the Ohio naval militia, or members of other reserve components of armed forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year. The Employee shall provide the Employee's authorization to the Employee's Department Director whom shall send the payroll specialist a copy of the authorization. Employee shall remit to the Employer the 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 the Employee's regular work hours. An Employee may use vacation for this purpose if the Employee so chooses.

(End of Article 28)

## **Article 29. Union Leave**

29.1. One (1) member of Union shall be entitled to three (3) days per year leave without pay to attend the Union's State Conference and five (5) days per year leave without pay to attend the Union's National Convention.

29.2. Employer may grant one (1) additional member of Union three (3) days per year leave without pay to attend the Union's State Conference and five (5) days per year leave without pay to attend the Union's National Convention. Employer's decision in allowing said leave without pay shall be based upon Employer's current workload and upon the current needs of Employer.

(End of Article 29)

## Article 30. Vacations

30.1, Each full-time bargaining unit Employee of Employer shall have earned and shall be due upon the completion of 90 days of employment vacation leave as defined in Section 30.3.

30.2. Employees who have less than six (6) months of service and who terminate their employment prior to attaining six (6) months of service shall not be entitled to any pro-rata vacation as provided herein.

30.3. All regular full time Employees shall be granted the following vacation leave with full pay for each year based upon their length of Employer service as follows:

Service	Time
0-5 Years	2 weeks/year or 6.67 hours/month
6-10 years	3 weeks/year or 10.0 hours/month
11-15 years	4 weeks/year or 13.34 hours/month
16-20 years	5 weeks/year or 16.67 hours/month
21 years and over	6 weeks/year or 20.0 hours/month

With such new accruals to begin April 1, 2014.

30.4. (a) The administration of vacations shall be in accordance with the rules and regulations established by Employer's Executive Director and managed by the Department of Human Resources. Vacation time may be utilized in one-hour increments, provided that the necessary forms and procedures are followed.

(b) During the first quarter of each calendar year, Employees will be given an opportunity to indicate on a form provided by Employer their vacation leave preferences to be approved or disapproved by the Employee's supervisor or Department of Human Resources during the first quarter, and promptly thereafter, a written vacation schedule will be prepared by Employer with priority given to Employees according to the seniority of the Employees within their respective departments to the extent consistent with operational requirements. Once the vacation schedule is determined, it shall not be changed without the consent of the involved Employee(s), except in response to an operational emergency. Any Employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority based upon when his application was made, at the convenience of Employer.

30.5. Employees with more than six (6) months of service shall be entitled to a pro-rata vacation 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.

30.6. Vacation leave year shall be from January 1 through December 31. Leave from regular employment at regular pay shall be computed on the basis of hours per month of credited service.

30.7. Vacation leave not taken by all regular full time Employees may be accumulated up to three (3) times the amount of that which is accrued in a current calendar year. In no event shall an Employee who has accumulated more than three (3) times his allowable leave be paid for vacation leave not taken. Employees hired on or after April 1, 2011 is as follows: Vacation leave not taken by all regular full time Employees may be accumulated up to one (1) times his allowable leave be paid for vacation leave not taken. Employees who accrue 3 weeks or more per year shall be entitled annually to "cash in" one-half of their annual accrual provided notice of that desire (and the amount of the involved accrual) is provided to Employer no later than November 1 of each year.

30.8. Upon separation from employment, any accumulated paid vacation time allowable under Section 30.7 above shall be paid to the Employee or his estate, whichever is applicable.

30.9. Emergency Vacation Time, (a) An Employee may use not more than three (3) days annually of earned and accumulated vacation leave for emergency purposes. An emergency situation is one over which the Employee has no control or one that 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 filed on the regular Employer leave form and shall be in either four (4) hour or eight (8) hour increments. The approval or non-approval of the use of an emergency vacation day will be initially made upon the basis of the needs of Employer and information provided upon said form.

(c) If an Employee falsifies information on the Employer leave form, the Employee shall not be paid for time not worked due to the falsified "emergency" and the Employee shall be subject to the disciplinary procedures of Employer as set forth in Article 15 (Work Rules). Any compensation actually received by the Employee from Employer for time not worked due to the falsified "emergency" shall be repaid to Employer by the Employee or an amount equal to said compensation shall be deducted from the Employee the pay period following discovery of the falsification.

(d) The following are examples of an emergency situation:

- i. Death, other than immediate family;
- ii. Fire, explosion or calamity at the residence of Employee;
- iii. Serious accidents in the immediate family.

(End of Article 30)

## Article 31. Holidays

31.1. All regular full-time Employees shall be entitled to paid holidays as follows:

The first day of January (known as New Year's Day)

The third Monday in January (known as Martin Luther King Jr.'s Birthday)

The third Monday in February (known as Presidents' Day)

- a. The first day of January (known as New Year's Day)
- b. The third Monday in January (known as Dr. Martin Luther King, Jr.'s Birthday)
- c. The third Monday in February (known as Presidents' Day)
- d. Good Friday
- e. The fourth Monday in May (known as Memorial Day)
- f. The fourth day of July (known as Independence Day)
- g. The first Monday in September (known as Labor Day)
- h. The second Monday in October (known as Columbus Day)
- i. The eleventh day of November (known as Veterans' Day)
- j. The fourth Thursday in November (known as Thanksgiving Day)
- k. The day after Thanksgiving Day
- l. The 25th day of December (known as Christmas Day) and
- m. A floating holiday, as set forth in Section 31.7

31.2. To be entitled to holiday pay, the Employee must work his last scheduled shift prior to the holiday and his first scheduled shift following the holiday. This, however, does not apply to any type of excused absence on the days immediately prior to or immediately subsequent to the holiday.

31.3. Holiday pay shall be computed on the basis of the Employee's straight-time hourly rate in effect on the date on which the holiday occurs or is observed.

31.4. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

31.5. If an Employee is on sick leave and receiving sick leave pay, and a holiday falls during said leave, the holiday shall not be charged against the Employee's sick leave.

31.6. If a holiday falls during an Employee's vacation period, the Employee shall be paid for the holiday as provided in this Article 31 but shall not, in addition, receive vacation pay as provided in Article 30, and the holiday shall not be charged against the Employee's vacation leave.

31.7. An Employee shall be entitled to take a day off each year as a floating holiday provided the Employee uses a foil day in only 8-hour increments and notifies Employer, in writing, at least fourteen (14) days before the intended floating holiday.

(End of Article 31)

## Article 32. Hospitalization and Insurance

32.1. SMHA will continue the medical, dental, vision and prescription drug plan in effect on May 1, 2020 through April 30, 2023 without significant change in plan design (unless mandated by law or the carrier) or change in Employee monthly contribution amount for Employees.

Employees' monthly contributions for May 1<sup>st</sup>, 2020 through April 30<sup>th</sup>, 2021 will be as follows:

Effective May 1, 2020 Employees will contribute 10% of the Monthly Health Care Premium for the PPO Plan paid before taxes:

Single	\$72.65 per month
Employee + Child(ren)	\$122.36 per month
Employee + Spouse	\$159.21 per month
Family	\$223.45 per month

SMHA will provide information on the renewal cost each year of this agreement prior to the annual enrollment period for review by the Union. An increase in renewal costs above 11% in any contract year will result in a wage reopener (Article 36. Wages)

SMHA will assess a \$50 spousal surcharge per month for any Employee that elects the Employee + Spouse or Family Plan and the Employee's spouse has an eligible group health plan available to her/him through the spouse's employment. If no qualified group health plan is available to the spouse, then the spousal surcharge will not be assessed. The Employee must provide a letter from her/his spouse's employer indicating that the spouse is not eligible for a group health plan in order for SMHA not to assess the monthly spousal surcharge.

A Health Savings Arrangement (HSA) plan will also be offered to Employees. There is no premium Employee share for this plan. The HSA plan is a high deductible plan providing more options for SMHA employees. The spousal surcharge does not apply to the HSA.

The Employer portion of premiums for hospitalization and health care insurance during illness shall be paid by Employer (i) while the Employee is receiving sick leave benefits as specified in Section 23.1 herein, and (ii) during the first six (6) months the Employee is on disability leave without pay as specified in Section 23.6 herein. The Employee is responsible for paying the Employee's portion of medical premiums while out on leave without pay as specified in Section 23.6

(End of Article 32)

### **Article 33. Life Insurance**

33.1. Employer shall provide each full-time Employee with a \$50,000 life insurance policy. In addition, accidental death and dismemberment benefits up to \$50,000 are available to each full-time Employee, in addition, Employees will be permitted to continue life insurance coverage at their own cost after retirement under the group insurance plan of the Employer, Furthermore, Employees will be permitted to purchase at their own cost additional life insurance coverage above \$50,000.

33.2. In the event of an Employee's death from any cause, \$50,000 is payable to his beneficiary in a single sum or in installments. An Employee may change his beneficiary or method of payment at any time by means of a written notice to Employer's Finance Department.

33.3. Accidental death and dismemberment benefits are payable if an Employee suffers an injury caused directly and exclusively by external, violent and purely accidental means and as a result independently of all other causes of the injury the Employee suffers a loss of life, limb or sight. The accident must happen while the Employee is insured, and the loss must occur within ninety (90) days after the date of the accident. All benefits other than benefits for loss of life are payable to the Employee. Benefits for loss of life are payable to the Employee's beneficiary.

33.4. Employees should refer to the appropriate insurance booklet for additional information on the policy and benefits.

(End of Article 33)



## **Article 34. Other Benefits**

34.1. Employer agrees to continue the policy of payroll deductions for the following: U.S. Savings Bonds, direct deposit, regular savings. United Way, Christmas savings, Employee fund, COPE, Flexible Spending Account and optional ancillary products.

34.2, The Travel Policy adopted September 1, 2006, and described in Section 4.9 "Expense Reimbursement" of the Employee Handbook, presently in effect, shall continue as long as said Employee Handbook is in effect. In the event a new Employee Handbook or Personnel Policy is adopted during the term of this Agreement, then the Travel Policy contained in the new Employee Handbook or Personnel Policy shall control this Section 34.2. Employees will be reimbursed for optional standard mileage at the same rate as is established by the Internal Revenue Service from time to time.

(End of Article 34)

## Article 35. Longevity Pay

35.1. A full time Employee hired after January 31, 1985, but before April 1, 2011, shall receive, in addition to the Employee's regular rate of pay, longevity pay annually in accordance with the following schedule:

Anniversary Date (Years)	Amount
3	\$135
4	180
5	225
6	270
7	315
8	360
9	405
10	450
11	495
12	540
13	585
14	630
15	675
16	720
17	765
18	810
19	855
20	900
21	945
22	990
23	1,035
24	1,080
25 and over	1,125

35.2. A full time Employee hired on or after April 1, 2011, but before April 1, 2017, shall receive, in addition to the Employee's regular rate of pay, longevity pay annually in accordance with the following schedule:

Anniversary Date (Years)	Amount
3	\$67.50
4	90.00
5	112.50
6	135.00
7	157.50
8	180.00
9	202.50
10	225.00
11	247.50
12	270.00
13	292.50
14	315.00
15	337.50
16	360.00
17	382.50
18	405.00
19	427.50
20	450.00
21	472.50
22	495.00
23	517.50
24	540.00
25 and over	562.50

35.3. Employees hired on or after April 1, 2017 shall not receive longevity pay.

35.4. For purposes of this Article 35, the anniversary date of an Employee shall be the day and month on which the Employee first performs an hour of service for Employer, except that an Employee whose anniversary date falls in either June or December shall be deemed to have an anniversary date on the first (1st) pay day of such month [e.g., an Employee whose first (1st) hour of service is performed on June 30 shall have an anniversary date on the first (1st) pay day in June of each year].

35.5. Each Employee shall acquire a vested interest in the Employee's longevity pay as provided in Section 35.1 on the Employee's anniversary date, A person who is no longer employed by Employer on the Employee's anniversary date shall not be paid longevity pay (i.e., there shall be no pro-rata accrual or vesting of longevity pay).

(End of Article 35)

## Article 36. Wages

36.1. Wage Schedule. All Employees shall receive a two (2%) raise on April 1, 2020, April 1, 2021, and April 1, 2022. Employees will be paid in accordance with the Wage Schedule set forth on Exhibit D attached hereto and made a part hereof. After April 1, 2020, new hires will be paid at the New Hire Rate set forth on Exhibit D. This New Hire Rate is fixed for the duration of this agreement. After 1 (one) year of service, Employees will be moved to the regular rate set forth on Exhibit D.

The Union and SMHA agree to re-open negotiations for the express purpose of negotiating wages for the periods of April 1, 2021 through March 31, 2022 and April 1, 2022 through March 31<sup>st</sup>, 2023 if healthcare renewal cost increase exceeds eleven percent (11%) in any contract year. The negotiations will commence at a mutually agreeable date and time.

36.2. Explanation of Wage Schedule.

(a) Pursuant to the requirements of the Department of Housing and Urban Development, the Wage Schedule set forth in Section 36.1 is based on the comparable wages being paid to government Employees in Stark County, Ohio.

(b) Commencing with the day and month on which an Employee first performs an hour of service in a particular grade, the Employee shall be paid the rate as indicated in the Wage Schedule set forth in Section 36.1.

36.3. For all employees hired before April 1, 2011, the Employer will contribute to the employee's share of OPERS contribution as follows:

As of April 1, 2014, the Employer will contribute 7% of the gross wages of each employee in the bargaining unit.

As of April 1, 2015, the Employer will contribute 6% of the gross wages of each employee in the bargaining unit.

As of April 1, 2016, the Employer will contribute 5% of the gross wages of each employee in the bargaining unit.

36.3. For all Employees hired on or after April 1, 2011, the Employer will not pay any portion of the Employees' share of the O.P.E.R.S. contribution of the gross wages of the Employees in the bargaining unit.

(End of Article 36)

## **Article 37. Alcohol and Drug Policy**

Employer is covered by the Drug-Free Workplace Act of 1988 (public law 100-690, 54 Fed. Reg. 4951). The parties hereto agree that this Article 37 entitled "Alcohol and Drug Policy" will be part of the Agreement Between Stark Metropolitan Housing Authority and Communications Workers of America (CWA), AFL-CIO. References to "you" refer to the Employee or Employees. References to "we" or "our" refer to the Employer

37.1. Purpose and Goals. Employees are our most valuable resource and their health and safety is, therefore, a serious concern. Substance abuse hurts job performance through increased absenteeism, lower job efficiency and increased accident rates. Employer will not tolerate the use of drugs or alcohol which could imperil the health and well-being of its Employees or its reputation. We are committed to maintaining a safe and healthy workplace, free from the influence of drugs and alcohol.

37.2. What is Prohibited? The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol is prohibited in the Employer workplace. In addition, reporting to a workplace under the influence of a controlled substance or alcohol is prohibited by this Policy and Employer work rules.

37.3. What Action Will be Taken if This Policy is Violated? (a) Violation of this Policy will result in immediate discipline ranging from a written reprimand to immediate dismissal depending upon the severity of the offense.

(b) Employer reserves the right to discharge Employees who test positive pursuant to drug or alcohol screening conducted under this Policy. However, in instances of a first offense, the Employee may, at the discretion of Employer, be referred to a counseling/treatment program.

(c) An Employee seeking treatment must sign an acknowledgement concerning the terms and conditions of the treatment and terms and conditions under which he/she will return to work, including an agreement to be subject to periodic, unannounced testing not to exceed four (4) times for a period of twelve (12) months after returning to work. Employees must pay all expenses associated with evaluation, counseling and treatment, not covered by the Employer's insurance plan through Employer.

(d) Employees who undergo counseling and treatment for substance abuse and who continue to work or upon return to work subsequent to the treatment, must meet all established standards of conduct and job performance.

(e) Employer may discipline up to and including terminating any Employee who tests positive for alcohol or drugs while undergoing Employer-required counseling or treatment for alcohol or drug abuse or tests positive on a periodic, unannounced test for alcohol or drugs during the twelve (12) month period following completion of the rehabilitation program.

37.4. Who is Covered by This Prohibition? All Employer Employees (i.e., bargaining unit Employees and non-bargaining unit Employees) are covered.

37.5. What is Employees Awareness Policy?

(a) It is Employer's policy that the workplace should be free of alcohol and unlawful drugs. Accidents and injuries, disability and workers' compensation claims, absenteeism, tardiness, increased medical expenses, decreased productivity, lower quality of work, family problems and even premature death can be caused by alcohol and illegal drugs.

(b) Because of Employer's concern for the safety of our Employees, tenants and property and our concerns about job performance, Employer will not allow the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the Employer workplace. In addition, reporting to the workplace under the influence of a controlled substance or alcohol is prohibited by the current Employer work rules. For the purpose of this Policy, the workplace is defined as all Employer offices, properties owned by Employer, properties housing clients (tenants and/or applicants) of Employer, Employer vehicles, and any locations where the Employee is acting in an official capacity for Employer. As a condition of employment, all Employees are required to abide by all work rules, including those concerning alcohol and substance abuse.

37.6. What Counseling, Rehabilitation or Employee Assistance Programs are Available?

(a) Any Employee who believes he or she may have a drug or alcohol problem has several options available to correct the problem.

(b) To assist Employees to understand and to avoid the perils of drug and alcohol abuse. Employer has developed a substance abuse awareness and assistance program. Employer will conduct an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace. The program will inform Employees about:

- i. the dangers of alcohol and drug abuse in the workplace;
- ii. Employer's Alcohol and Drug Policy;
- iii. the availability of treatment and counseling for Employees who voluntarily seek such assistance; and
- iv. the sanctions Employer will impose for violations of its Alcohol and Drug Policy.

(c) Employer recognizes that substance abuse is a medical problem which can be successfully treated. Early detection and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced work, personal and social disruption. Employer encourages Employees who believe they have a drug or alcohol problem to seek the assistance of Employer's Employee Assistance Program (EAP). Employees are encouraged to contact

Family Counseling Services for assistance through Employer's EAP. Assistance will be provided on a strictly confidential basis. An Employee who voluntarily self-identifies as having a substance abuse problem and seeks treatment before violating this Policy will not be penalized for doing so. All costs of care and counseling not covered by Employer's provided health insurance plan shall be the responsibility of the Employee.

(d) It is the responsibility of each Employee to seek assistance from the EAP before alcohol and drug problems lead to a violation of this Policy and disciplinary action. Employees who undergo voluntary counseling or treatment and who continue to work must also meet all established standards of conduct and job performance. Voluntary requests for assistance will not prevent disciplinary actions for violations of Employer's Alcohol and Drug Policy and established standards of conduct and job performance.

37.7. Drug/Alcohol Testing. Drug and/or alcohol testing may be conducted under any one or more of the following conditions:

(a) Pre-Employment Testing. As a condition of employment an applicant must successfully pass a drug screen. Failure to pass the screen will result in termination of the hiring process.

(b) Post-Accident Testing. If an Employee is involved in an accident which requires the Employee to seek medical attention, causes damage to Employer property or a tenant's property or causes injury to another individual, and if there is reason to suspect that the Employee has violated this Alcohol and Drug Policy, then Employer reserves the right to require a drug/alcohol test.

(c) Suspicious-Based Testing. A test may be administered in the event a Supervisor and a Director level SMHA employee has a just cause to believe that the Employee is at work under the influence. The Employer will request drug/alcohol testing during work hours only. The drug/alcohol testing itself may extend past the schedule of working hours. All time spent on drug/alcohol testing will be paid by Employer as time worked.

37.8. Test Procedures, (a) The testing collection site will explain the testing procedures. Employees subject to testing will also be afforded the opportunity, prior to testing, to list all prescription and non-prescription drugs they have used in the last 30 days and to explain the circumstances surrounding the use of such drugs to a medical review officer.

(b) Drug testing includes a split specimen procedural safeguard. Each urine sample is subdivided into two bottles. If the specimen tests positive, an Employee may request a retesting (conducted with the original second split sample) within three (3) days of notification of a positive result. The costs of both drug tests shall be paid for by Employer. Alcohol testing includes a confirmation breath test procedural safeguard.

(c) Employees subject to testing must sign, prior to testing, any required form consenting to the testing and consenting to the release of the test results to Employer. Test results and

related information will be treated confidentially and divulged to Employer management only on a need-to-know basis.

37.9. What are Your Requirements Under the Drug-Free Workplace Act? (a) Compliance with Employer's Alcohol and Drug Policy is a condition of employment. A violation of this Policy, including a failure or refusal of an Employee to cooperate fully, sign a required document, submit to any inspection or test, or follow any prescribed course of substance abuse treatment will be considered just cause grounds for termination in accordance with Article 12.2(e) of the Collective Bargaining Agreement.

(b) The Drug-Free Workplace Act requires each Employer Employee, as a condition of employment, to:

- i. abide by the terms of this statement;
- ii. notify Employer of any criminal drug statute arrest, indictment and/or conviction for a violation occurring in the workplace no later than five days after such arrest, indictment or conviction.

37.10. What Must Employer do Upon Notice of a Drug Conviction? Within ten days after notification of a drug conviction, Employer will provide the Chicago Regional HUD office with the information and must either (a) take appropriate disciplinary action or (b) require satisfactory participation in an approved drug assistance or rehabilitation program, whichever Employer determines in its discretion to be appropriate within 30 days, in accordance with HUD regulations.

37.11. Conclusion. Employer earnestly requests the understanding and cooperation of all Employees in implementing this Policy, as well as your ongoing input concerning the Policy. Employer also requires each new Employee upon being hired to receive a copy of the Alcohol and Drug Policy and acknowledge receipt of such Policy by signing a receipt in substantially the following form:

(End Article 37)



**Article 38. Separability**

If any provision of this Agreement is found to be in violation of law by a final order of a court of competent jurisdiction, or if Employer and Union agree that said provision is in violation of the law, then said provision shall be considered void and the other provisions of this Agreement shall remain in effect during the term of this Agreement. The parties shall begin negotiations with respect to any provision or provisions of this contract determined to be void or in violation of law, as specified herein, as soon as practicable.

Signed this 4th day of August, 2020

For Stark Metropolitan  
Housing Authority

For Communications  
Workers of  
America



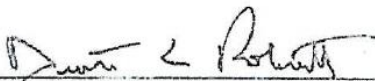
Kevin Schaack, Director of HR and Risk  
Management SMHA

Linda L. Hinton, Vice President  
CWA District 4



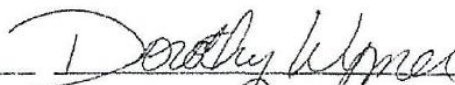
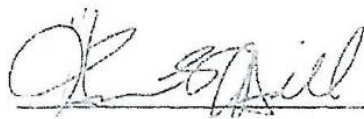
Veda Davis, Director of Asset Management  
SMHA

Tami Nestleroad, Steward CWA Local 4302



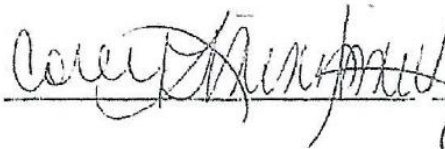
Meghan Vetrone, Senior AMP Leader SMHA

Justin Kobinetz, Executive Vice President  
CWA Local 4302



Herman Hill, Executive Director SMHA

Dorothy Wymer, Steward CWA Local 4302



Corey Minor Smith, General Counsel SMHA

Joseph Snyder, President  
CWA Local 4302

## **Exhibits**

**EXHIBIT A**

**UNION REPRESENTATION TIME FORM**

**NOTE: PLEASE ATTACH THIS FORM TO YOUR TIME SHEET**

Date: \_\_\_\_\_

Union Representative Name: \_\_\_\_\_

Union Activity Location: \_\_\_\_\_

Specific Type of Activity or Grievance ("Union Business" is not acceptable reason):

- The investigation of a member's grievance or potential grievance
- Representation of a member at any step of the grievance procedure (not deducted from applicable paid time)
- Consultation with the non-employee Union Staff representative or officer of the Local Union
- Representation of a member at a disciplinary conference (not deducted from applicable paid time)
- Attendance at meetings between Stewards

- 
- Three (3) days annually- Union's State Conference (1 member only)
  - Five (5) days unpaid annually- Union's National Convention (1 member only)
  - Three (3) days unpaid- one (1) additional member for State Conference at Employer's discretion
  - Five (5) days unpaid- one (1) additional member to attend National Conference at Employer's discretion

Employee Being Visited: \_\_\_\_\_

Arrival Time at Site: \_\_\_\_\_ Start Time: \_\_\_\_\_

Time Returned: \_\_\_\_\_ Total Time Used: \_\_\_\_\_

(If applicable) I met with the above Union Representative for consultation on: \_\_\_\_\_

\_\_\_\_\_  
Site Supervisor's Signature

\_\_\_\_\_  
Union Representative's Signature

\_\_\_\_\_  
Union Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Representative's Signature

\_\_\_\_\_  
Date

**OFFICE USE ONLY**

Total Hours Forward \_\_\_\_\_  
-Total Hours Used \_\_\_\_\_  
=Total Hours Remaining \_\_\_\_\_

Non-cumulative Quarterly Allocation:  
Chief Steward- 54 hours per quarter  
Steward- 42 hours per quarter

Exhibit B

**EMPLOYEE CONSENT TO OBTAINING REPORTS  
FAIR CREDIT REPORTING ACT DISCLOSURE STATEMENT  
REGARDING MOTOR VEHICLE RECORD REPORTS**

Please be advised that Stark Metropolitan Housing Authority (“SMHA”) needs to obtain motor vehicle record (MVR) information from a consumer reporting agency that it contracts with to supply MVRs. This information is obtained to confirm your eligibility or continued eligibility to drive SMHA vehicles (owned, leased or rented) in the course and scope of your employment. The Federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness and privacy of information in the files of consumer reporting agencies. FCRA also provides you with certain rights. This disclosure advises you that the MVR is a consumer report and may be obtained for work purposes as part of the background investigation and/or at any time during your employment at SMHA.

Your MVR may contain information such as any moving violations or other traffic offenses that appear in the agency’s records. This information received by SMHA may affect your employment or assignment if your job duties require an insurable driving record. If SMHA obtains MVR information that adversely affects you, you have the right to receive a copy of the MVR report. You also have the right to dispute directly to the consumer reporting agency any incomplete or inaccurate information. For more information, including information about any additional rights, you may contact the Federal Trade Commission.

Please sign the “AUTHORIZATION FOR RELEASE OF MOTOR VEHICLE INFORMATION” statement below to indicate that you authorize SMHA to obtain these reports for the above-stated purpose. When completed, forward the entire Form and this Disclosure Statement to the SMHA Human Resources and Risk Management Department.

**AUTHORIZATION FOR RELEASE OF  
MOTOR VEHICLE RECORD INFORMATION**

1. I have read the above “Disclosure Statement” and hereby authorize SMHA to obtain a motor vehicle abstract concerning me to confirm my eligibility to drive an SMHA vehicle (owned, leased or rented) in the course and scope of my employment. This authorization shall remain on file and shall serve as ongoing authorization for SMHA to obtain motor vehicle abstract information for lawful purposes at any time during my employment.
2. I hereby authorize any department of motor vehicles or any other person or organization having knowledge of my driving record to relate information or opinions about myself, including data received from other sources, in order that I may be evaluated for eligibility to drive an SMHA vehicle (owned, leased or rented) in the course and scope of my employment. I hereby release these persons and/or organizations from any and all liability for damages of whatever kind or nature, whether known or unknown, which may at any time accrue to me on account of information that is obtained pursuant to this authorization.

1. I hereby acknowledge receipt of “A Summary of Your Rights under the Fair Credit Reporting Act” and “Notice to users of consumer Reports obligation of users under the FCRA ”

SIGNATURE:

PRINT YOUR NAME:

DATE:

PLEASE RETURN TO:

ATTN: Human Resources/Risk Management Department  
400 E. Tuscarawas Street  
Canton, OH 44702

## Exhibit C

“Violation of Health, Sanitary or Safety Rules.”

This is an amendment of Article 14.3 Work Rule (c)

### FAILURE TO ABIDE BY THESE RULES WILL RESULT IN DISCIPLINARY ACTION:

1. Use goggles for all equipment such as drills, grinders and mowers.
2. Use proper work shoes (no tennis shoes).
3. Use GFI where water or dampness is present, or no grounded outlet is available and on all drain snakes.
4. Use proper procedure when working on equipment. Either unplug the power cord or padlock the energy source switch in “off” position and tag it with a “Do Not Use” lockout tag.
5. Always keep an orderly work area. Keep electric panels clear of material, floor and work area free of debris, and tools should be properly stored.
6. Store flammables properly. Store gasoline in safety can; store lawn mowers or flammables away from cabinets for flammables where furnished.
7. Be aware of the use and location of fire equipment. Proper training and orientation will be given to new employees.
8. Always use grounded power supply cords with grounding type equipment. Always use the grounding plug that is supplied by the manufacturer and use a properly grounded receptacle to ensure that electrical continuity is maintained. Do not alter grounding prong. Use guards and shields at all times.
9. Use gloves when indicated. Examples include when working with shrubs, glass, metal, and other sharp material. Rubber gloves are available from the stock room for working with chemical and acids.
10. Observe proper driving rules.
11. Use ladders properly with correct slant, proper length, don’t stand on top wrung, use caution when working near wires.
12. Always follow directions when using solvents and cleaning substances. Do not mix chemicals. Do not put chemicals in unmarked containers.
13. Always use two employees when the large floor drain snake is in service.
14. Maintain a positive working relationship with coworkers or residents.
15. Maintain a Drug and Alcohol Free workplace.
16. Report all potential safety hazards or problems with equipment or vehicles. Use the “Danger Do Not Use” tag on faulty equipment.
17. Use materials or equipment only for their intended purpose.

## Exhibit D - 2020

Pay Schedule 1 Bargaining Unit Office Employees				
Annual Increase effective 4/1/2020 2%				
Office Grades Department and Title	2020 Wages	2020 New Hires Effective 4/1/2020	2019 Wages	2019 New Hires
Grade 4 Operations Dept Manager 1	20.08	16.83	19.68	17.71
Grade 3 Section 8 Dept. Sec 8 Inspector Maint/Dev Dept PHA Inspector Sec 8 Reviewer Operations Dept Recertification Specialist Asst Manager	18.59	15.58	18.22	16.40
Grade 2 Finance Dept Mat. & Inv. Specialist Operations Dept Leasing Specialist Operations Maintenance Admin Aide	17.57	14.73	17.22	15.50
Grade 1 Finance Dept Purchasing Clerk Work Order Clerk Operations Dept Leasing Clerk Management Clerk Section 8 Dept Sec 8 Clerk Administration Dept Energy Clerk	15.32	12.84	15.02	13.51
-----				
Pay Schedule 2 Bargaining Unit Maintenance Employees				
Maintenance Grades Department and Title	2020 Wages	2020 New Hires Effective 4/1/2020	2019 Wages	2019 New Hires
Grade M5 Maintenance Dept Property Maint. Tech III	22.90	19.19	22.45	20.20
Grade M4 Maintenance Dept Property Maint. Tech I & II HVAC Property Maint Tech II	22.32	18.72	21.88	19.70
Grade M2 Maintenance Dept Property Maint. Aide Painter	19.61	16.44	19.22	17.30
Grade M1 Maintenance Dept Custodian 2	15.32	12.84	15.02	13.51

## Exhibit E: Employee Authorization For Payroll Deduction of Union Dues and Initiation Fee for CWA

### Employee Authorization For Payroll Deduction Of Union Dues And Initiation Fee For CWA

\_\_\_\_\_  
 (Last Name) (First Name) (Dept.) (Local No.) (Social Security Number)

\_\_\_\_\_  
 (Work Locality) (City or Town) (State) (Zip Code)

Beginning in \_\_\_\_\_, I hereby authorize \_\_\_\_\_, to deduct from the compensation  
 (Month) (Year) (Employer)

(including disability benefits or vacation payments) due me once an amount equal to the initiation fee certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent, and each month an amount equal to regular monthly Union dues, certified in writing to the Company by the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. Each amount so deducted shall be remitted to the Secretary-Treasurer of the Communications Workers of America, or his/her duly constituted agent. If for any reason the Company fails to make a deduction, I authorize the Company to make such deduction in a subsequent payroll period.

This authorization is voluntarily made and is neither conditioned on my present or future membership in the Union, nor is it to be considered as a quid pro quo for membership. This authorization shall continue in effect until canceled by written notice signed by me and individually sent to the Company and to the Union. This cancellation of authorization must be postmarked during the fourteen (14) day period prior to each anniversary date of the current or any subsequent Collective Bargaining Agreement, or during the fourteen (14) day period prior to the termination of the current or any subsequent Collective Bargaining Agreement.

\_\_\_\_\_  
 (Date) (Signature of Employee Authorizing Deduction)

Union membership dues and agency fees are not deductible as charitable contributions for Federal income tax purposes. Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

COMPANY COPY

(See at part)