

AGREEMENT BETWEEN
HOUSING AUTHORITY OF THE CITY OF
OMAHA

AND

LOCAL UNION 251 AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

January 1, 2006 through December 31, 2008

PREAMBLE	- 1 -
ARTICLE I. RECOGNITION	- 1 -
ARTICLE II. HOURS OF WORK	- 2 -
ARTICLE III. MEAL PERIODS AND REST PERIODS.....	- 3 -
ARTICLE IV. REPORTING AND CALL-IN TIME.....	- 4 -
ARTICLE V. SENIORITY.....	- 4 -
ARTICLE VI. HOLIDAYS	- 6 -
ARTICLE VII. VACATION TIME	- 7 -
ARTICLE VIII. SICK LEAVE.....	- 9 -
ARTICLE IX. LEAVES OF ABSENCE.....	- 12 -
ARTICLE X. PROMOTIONS.....	- 13 -
ARTICLE XI. TRANSFERS.....	- 15 -
ARTICLE XII. PERSONNEL RECORDS.....	- 15 -
ARTICLE XIII. WORK RULES	- 16 -
ARTICLE XIV. DISCIPLINE.....	- 16 -
ARTICLE XV. GRIEVANCE PROCEDURE.....	- 17 -
ARTICLE XVI. UNION STEWARDS	- 19 -
ARTICLE XVII. UNION ACTIVITIES	- 19 -
ARTICLE XVIII. LAYOFF AND RECALL.....	- 20 -
ARTICLE XIX. TRAINING AND EDUCATION	- 21 -
ARTICLE XX. BULLETIN BOARDS	- 23 -
ARTICLE XXI. NONDISCRIMINATION.....	- 23 -
ARTICLE XXII. EMPLOYEE BENEFITS	- 24 -
ARTICLE XXIII. MISCELLANEOUS.....	- 24 -
ARTICLE XXIV. LABOR MANAGEMENT COMMITTEE	- 25 -
ARTICLE XXV. SAVINGS CLAUSE	- 25 -
ARTICLE XXVI. LAWS, ORDINANCES AND REGULATIONS.....	- 26 -
ARTICLE XXVII. WAGES	- 26 -
ARTICLE XXVIII. DURATION	- 26 -
APPENDIX "A"	- 27 -
APPENDIX "B".....	- 28 -
APPENDIX "C".....	- 30 -

PREAMBLE

This Agreement entered into by and between THE HOUSING AUTHORITY OF THE CITY OF OMAHA, hereinafter referred to as the "Employer", and LOCAL 251 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I. RECOGNITION

SECTION 1.

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of establishing wages, hours, and working conditions for regular full-time and regular part-time employees and for other employees as more fully defined in Section 6 hereof who are employed in departments and classifications specified in Appendix "A" but specifically excluded from such recognition are probationary employees and all employees referred to in Appendix "B" and supervisory and confidential employees.

SECTION 2.

A supervisory employee shall be defined to be any employee whose responsibilities and duties are comparable to those employees referred to in Appendix "B".

SECTION 3.

A confidential employee is defined to be an employee who, in the regular course of his duties, works with, has access to or possesses information relating to the Employer's labor relations matters.

SECTION 4.

Any classification established or any substantial changes in the duties of an existing classification during the term of this contract which are not comparable to the classifications or positions excluded in Appendix "B" shall be considered to be members of the bargaining unit. The Employer shall notify the union in writing not less than **ten (10)** days prior to the establishment of any such new classification prior to the implementation thereof if requested by the union.

SECTION 5.

Regular part-time employees are herein defined as those employees who are assigned a job on a

regular part-time continuing basis. Such employees shall earn paid leave on a pro rata basis.

SECTION 6.

Temporary employees, including seasonal employees, are herein defined as those employees hired for a period of time not to exceed **twelve (12) months with option to extend if needed** or hired to do a specific job, which job will be completed within the foreseeable future, or hired to fill a position temporarily vacated by an employee on approved leave of absence, which absence is not to exceed four months. Any temporary or seasonal employee who works in excess of four months in any twelve-month period shall be considered an employee solely for the purposes of Section 1, Appendix "A" of this Article.

SECTION 7.

Upon receipt of a written authorization signed by the employee, the Employer will deduct the certified regular monthly Union dues of such employee from said employee's pay checks at the rate of one-half of dues in each pay period and remit sums so deducted to the treasurer of the American Federation of State, County and Municipal Employees, Local 251.

ARTICLE II. HOURS OF WORK

SECTION 1.

The basic workweek shall consist of five eight-hour days, Monday through Friday, with one-half hour without pay per day for uninterrupted lunch period. Provided, however, that in order to operate efficiently and effectively, department heads, with the approval of the Executive Director, are responsible for setting the department's hours of work, including shift starting and ending time, and clean-up periods for maintenance employees. Nothing herein shall be construed as any guarantee of any number of hours of work per week.

SECTION 2.

Employees will be compensated for overtime work performed in excess of eight hours in one day and 40 hours in one workweek.

- (a) Utility Workers will be paid at the rate of time and one-half for overtime hours worked **or compensatory time off at the rate of one and one half hours off, for each overtime hour worked or part thereof provided that the employee shall have the option to take pay instead of time off.**
- (b) Administrative employees will be compensated either by pay at the rate of time and one-half, or compensatory time off at the rate of one and one-half hours off for each

overtime hour worked, provided, the employee shall have the option to take pay instead of time off.

- (c) Any premium pay for overtime shall not be pyramided. That is, there shall be no overtime on overtime.
- (d) An individual's workday shall begin at the starting time of his regular shift and shall end twenty-four hours later. The employee's workday shall be deemed to be the calendar day on which he started his regular shift. The work week shall begin at 12:01 a.m. Monday and end at 12:00 midnight the following Sunday.
- (e) Daily overtime, such as that overtime requiring employees to work prior to the beginning of or past the end of their regular scheduled work day, shall be normally performed by the person who normally and regularly does the job on which overtime is required.

On all other overtime, such as that overtime required on Saturday or Sunday or required after employees have left after completing their normal work day, shall be allocated as equitably as practical among regular employees qualified to perform the work in question.

SECTION 3.

Should it become necessary to change an employees work schedule, OHA shall provide at least seven (7) working days written notice to the employee of such change, except in an emergency, when declared by the OHA Director.

ARTICLE III. MEAL PERIODS AND REST PERIODS

SECTION 1.

Employees shall be granted a one-half hour uninterrupted meal period scheduled at the approximate middle of the shift. Such meal period shall be without pay. **Utility workers or similar jobs shall be granted a ten (10) minute clean up period prior to the beginning of their unpaid meal period for personal clean up.**

SECTION 2.

Employees who are Utility Workers, or such similar jobs, shall be given an assigned break period near the middle of the first half of the shift and near the middle of the second half of the shift. Breaks will last fifteen minutes (from start to finish) and may be taken on-site. Such breaks shall be taken at those assigned times unless it is not practicable for an employee to leave a job that **the**

supervisor has determined should be finished prior to taking the break. If an employee is unable to take his assigned break at the assigned times, his supervisor shall reschedule the break.

Employees meal periods and rest periods shall not be taken in any work location that is unfit, un-sanitary, un-safe or obnoxious as determined by the supervisor. Employee may discuss timing of the break and location of the meal/rest periods with the supervisor. In case of disagreement, the supervisor recommendation will stand.

ARTICLE IV. REPORTING AND CALL-IN TIME

SECTION 1.

When a full-time employee reports for scheduled work and there is no work available, unless he has been notified not to report for work, he shall be compensated for four hours of work or the actual number of hours worked, whichever is greater, provided however, that if the employee is unable to work because of acts of God or emergencies which are defined as unexpected, unforeseen or unanticipated events which require action, there shall be no such guarantee.

SECTION 2.

When an employee is called in to duty during his off duty time, and such time does not merge with his regularly scheduled duty shift, then such employee shall be paid a minimum of two hours pay at his regular straight time rate or pay, or the actual number of hours worked at the rate of time and one-half, whichever is greater.

SECTION 3.

When an employee must be absent from work, it is necessary to personally notify their immediate supervisor immediately. Except under extreme conditions such notification is expected within the first fifteen minutes of the employees work shift.

ARTICLE V. SENIORITY

SECTION 1.

Overall seniority is based on an employee's total length of service with OHA since date of hire except as provided by in Section 3 of this Article.

Classification seniority is herein defined as an employee's continuous service within job classifications without a break or interruption, except as provided below.

Classification seniority shall be earned separately for part-time and full-time employees within classification.

In determining the seniority for an employee, the following shall be the deciding factor: a) Date of hire; b) If two or more employees were hired on the same date then seniority shall be determined by lot.

SECTION 2.

Decisions for any position vacancy shall be made based on the most qualified applicant provided that the current evaluation of any successful applicant must have been satisfactory. However, where qualifications are not significantly different, the position shall be granted to the most senior employee applying. If there are no qualified applicants, then the Employer may select a qualified employee and offer him the job, or hire a new employee who is qualified to take the position.

SECTION 3.

Seniority shall be broken and the employee shall lose seniority in the following manner:

- (a) An employee quits.
- (b) An employee is terminated for just cause.
- (c) An employee fails to return from a leave of absence when scheduled.
- (d) An employee fails to return from a layoff when scheduled.
- (e) Has not actually drawn a paycheck from the Employer for a period of more than one year, except in the case of an employee with a job-related injury or sickness **or an employee who has been called to military duty with the Reserves or National Guard for one year or more.**
- (f) **An employee who has been an employee of OHA, outside of the bargaining unit shall retain their seniority in the bargaining unit, which shall be reinstated if they return to a bargaining unit classification. Only a break in service with OHA would forfeit all seniority.**

SECTION 4.

A new employee shall be added to the seniority list as of the date of their employment following satisfactory completion of their probationary period. The probationary period shall be approximately four months and during such probationary period an employee may be terminated for any reason. **The Authority will notify the union when a probation period has been**

extended.

SECTION 5.

Seniority lists shall be available for inspection at the **Human Resources** office. Such lists shall be amended every six months and **transmitted to the union.**

SECTION 6.

When a full-time employee voluntarily changes his status from full-time to part-time employment, his classification seniority earned as a full-time employee shall be continued in his new status as a part-time employee, when a part-time employee's status is changed to full-time, his classification seniority shall be carried over **as per Article 5, Section 1.**

SECTION 7.

An employee's employment status as of the effective date of this agreement shall control for purposes of determining classification seniority.

ARTICLE VI. HOLIDAYS

SECTION 1.

The following days shall be recognized as paid holidays and observed on the dates established by the Employer:

- | | |
|--------------------------------|---|
| New Year's Day, | Thanksgiving Day, |
| President's Day, | Day After Thanksgiving Day, |
| Martin Luther King's Birthday, | Christmas Day, |
| Memorial Day, | The day after Christmas provided December |
| Independence Day, | 25 falls on a Thursday, |
| Labor Day, | One (1) floating holiday, |
| Veterans' Day, | Employee's Birthday. |

Early release before a holiday may be granted by the Executive Director in accordance with Omaha Housing Authority's policies and procedures.

Floating holiday to be used at the employee's preference, however, the employee must submit a leave request in advance.

Employee may request the day of their birthday off or any regularly scheduled work day up to thirty (30) days past their birthday. However, the employee must submit a leave request in advance.

SECTION 2.

Holidays, including employees' birthdays, falling on Saturdays will be celebrated on Fridays and those falling on Sundays will be celebrated on Mondays. Birthdays falling on any of the holidays designated in Section 1 hereof will be celebrated on either the day before or the day after said holiday at employee's option.

SECTION 3.

Full-time employees are eligible to receive holiday pay. Except in cases of extreme emergency, employees must work or have a pre-arranged excused absence on their last scheduled work day before and first scheduled workday after holidays in order to receive holiday pay.

SECTION 4.

Full-time employees required to work on a holiday will be compensated at time and one-half for each hour worked in addition to their holiday compensation.

SECTION 5.

Part-time and temporary employees will not receive holiday compensation unless required to work on such days. If required to work, they will be compensated at their regular rates.

SECTION 6.

If a holiday falls during an employee's vacation period, the employee may take the day off with pay at a later time to be mutually agreed upon with his supervisor.

ARTICLE VII. VACATION TIME

SECTION 1.

Employees, excluding temporary or seasonal employees, will earn vacation credits based on the provisions of Section 3 hereof.

Employees working less than a full calendar month will earn vacation credits for the pay periods in which they work a minimum of 50% of scheduled work hours for said pay periods. Newly employed probationary employees will earn vacation credit beginning with the pay period in which they work a minimum of 50% of scheduled work hours for said pay period providing they satisfactorily complete their probationary periods.

All paid leave time shall be regarded as hours worked for the purpose of computing vacation leave

accrual. Supervisors will endeavor to schedule work in order to allow employees to take vacations at their requested times.

SECTION 2.

Supervisors will develop a schedule of vacations and in developing such schedule; seniority will be the governing factor. In the event an employee is allowed to take vacation more than one time during the year, his seniority shall control only on his first vacation choice. The employer shall post scheduled vacations in individual departments.

SECTION 3.

Vacation **leave** with pay is earned on the basis of the following schedule:

- (a) From the date **of hire** through the fourth year, one day per month. (12) days per year
- (b) From the fifth through the **tenth** year, one and one-half days per month. (18) days per year
- (c) From the **eleventh through the nineteenth** year, twenty (20) days per year.
- (d) **From the twentieth year onward, twenty four (24) days per year.**

SECTION 4.

Employees who are terminated and have unused vacation time will be entitled to pay for their earned vacation days.

SECTION 5.

Vacation time will not be accrued during unpaid leaves of absence or layoffs.

SECTION 6.

Employees may carryover vacation credits not to exceed a total of 30 days (240 hours). Employees are encouraged to monitor their individual vacation credits throughout the year. During regular business hours, employees can verify their vacation credits with the OHA administrative services department. Employees must plan accordingly in requesting vacation leave. Employees will not be allowed to carryover vacation credits in excess of 240 hours into the next calendar year and active employees will not be compensated for unused vacation credits in excess 240 hours.

SECTION 7.

The rate of vacation pay shall be the employee's normal rate of pay in effect on the employee's day of work immediately preceding his vacation period.

SECTION 8.

Vacation leave will be taken in no less than thirty-minute increments.

SECTION 9.

If an employee becomes ill and under the care of a licensed doctor during his vacation and he provides the Employer with a doctor's certificate, his vacation will be rescheduled.

ARTICLE VIII. SICK LEAVE

SECTION 1.

The purpose of paid sick leave is to reimburse employees, other than seasonal or temporary, for those occasional short-time absences necessitated by personal illness and to provide some measure of income protection for extended illness or disability. Sick leave may be accumulated but unused sick leave will not be paid for at any time.

SECTION 2.

Definition of Sick Leave. A leave of absence granted for any of the following reasons will be designated as sick leave.

- (a) Absence necessitated by bona fide illness or injury other than illness arising out of and in the course of Authority employment. Absence due to illness or injury arising out of and in the course of employment is referred to as "disability leave." Such disability leave may be supplemented by sick leave.
- (b) Absence because of medical or dental appointments.
- (c) Absence due to quarantine established and declared by the Department of Public Health or other officially authorized agencies.
- (d) Employee may use their accrued sick leave balance to care for "immediate family members" (as defined in the **Family and Medical Leave Act**) during approved Family Medical Leave periods. Employee must contact the **Human Resources** Director and complete a request for Family Medical Leave.

SECTION 3.

Definition of Excessive Sick Leave Use. Sick leave will be considered excessive when an employee used hours reaches **twenty-four (24)** hours in any given quarter. The Payroll Specialist

will provide names of employees whose sick leave exceeds **twenty-four (24)** hours as it occurs. The names will be provided to the **Human Resources** Director who will, in turn, forward such names to the Union Business Representative.

SECTION 4.

Calculation of Sick Leave Credits. Employees, other than seasonal or temporary, will be credited at the rate of one day per month, **3.7 hours per** pay period. All paid leave time shall be regarded as hours worked for the purpose of computing sick leave accrual.

SECTION 5.

Accumulation of Sick Leave.

- (a) Sick leave with pay when not used will be cumulative and will be carried over from one year to another.
- (b) A break in service (a loss of seniority) will cause prior earned sick leave credits to be canceled. No sick leave time may be accrued during an unpaid leave of absence or layoff.

SECTION 6.

Use of Sick Leave to Supplement Disability Leave. Sick leave may be used to supplement disability leave provided the total amount of leave pay and Workmen's Compensation pay does not exceed the regular salary of the affected employee.

SECTION 7.

Application for Sick Leave.

- (a) Illness or injury caused by an employee's illegal conduct, intentional self-inflicted injury, or gross negligence will not be the basis for any paid sick leave.
- (b) Sick leave of less than **three (3)** working days may be approved by the immediate supervisor, provided, that when a supervisor identifies a problem of excessive sick leave use (defined in Section 3 above) by a subordinate, the supervisor will counsel the employee and attempt to informally resolve the sick leave usage with the employee. A record of such counseling will be made and forwarded to the **Human Resources** Director. If the problem is not resolved through these efforts, the supervisor shall report the problem in writing to the **Human Resources** Director.

The **Human Resources** Director shall contact the Union Business Representative and meet to discuss the problem. The Union may then investigate conferring with other employees, supervisors and the affected employee. The results of such investigation shall be reported to the Human Resources Director.

If the Union and **Human Resources** Director agree that the employee is using sick leave excessively, appropriate action will be taken which may include disciplinary action.

- (c) Sick leave with pay exceeding **three (3)** consecutive workdays will be granted to employees only upon recommendation to and approval of the employees' department head. The Employer may require physicians' certificates. All other guidelines and responsibilities dealing with short-term sick leaves as detailed in (b) above also will apply to longer term sick leaves.
- (d) It is incumbent upon employees who must be absent from work for sickness to personally notify their immediate supervisors of their impending or actual absences as soon as possible. (Except under extreme conditions, such notification is expected with the first 15 minutes of the employee's work shift.)

SECTION 8.

Advancement of Sick Leave.

- (a) The Executive Director may advance sick leave. In granting such advancement, the Executive Director will take into account employees' past records of faithful service, disciplinary actions, absenteeism, possible abuses of sick leave and other considerations.
- (b) No advancement of sick leave will be granted until employees have expended all vacation leave and compensatory time. Sick leave advanced will be deducted from employees' accrued sick leave and vacation leave until full amounts of advancement are made up. In the event employees are separated prior to returning sick leave advancements, balances will be deducted from any salary or separation pay employees normally would receive. If these measures are insufficient to cover their advancement balances, employees will be liable for such balances unless separation is attributed to disability.

SECTION 9.

Sick leave shall be taken in no less than 30-minute increments.

SECTION 10.

Upon separation of employment or death, **employees with fifteen to nineteen years of service will be paid 25% of their accrued sick leave balance up to a maximum of 240 hours.** Employees with twenty years of service or more, or upon death, will be paid 50% of their accrued sick leave balance up to a maximum of 240 hours. No payout shall be paid for employees that are terminated.

ARTICLE IX. LEAVES OF ABSENCE

SECTION 1.

Duration of Leaves of Absence. Leaves of absence (without pay) beyond regular vacations may be granted to Authority employees by the Executive Director for good and sufficient reasons. Requests for such leaves must be made in writing.

SECTION 2.

Military Leaves.

- (a) Regular, full-time employees required to perform two-week summer encampment training or temporary domestic military duty under the National Armed Forces Reserves or National Guard will be paid the difference between their military pay (less that received for Saturdays and Sundays) while performing such service and the compensation they would normally receive from the Authority at their regular straight time salaries. This provision does not apply to employees who perform such duties during periods of layoff, vacation, or during any other periods of recognized leaves of absence.
- (b) In the event employees are required to enter the military service of the United States, they will have the right to be reinstated in accordance with the provisions of the Selective Service Act or other legislation governing their reinstatement rights. Such employees, upon being honorably discharged from military service and applying for reinstatement within 90 days of separation, will be reinstated at the same or higher classifications held at the time of commencement of such leaves, provided they possess no less than the minimum acceptable requirements to perform their jobs. Such reinstated employees will regain their Authority seniority, including their time in military service.
- (c) Employees who enter the Military Service of the United States will be entitled to all of the rights and privileges granted to them under the existing Federal law.

SECTION 3.

Jury Duty and Election Polling Place Duty. Full-time employees required to serve on jury duty/**election polling place duty** will be paid the difference between his Authority regular pay and the amount paid him for such jury duty. In the event that the employee is not required to report on any day during that time that he is on jury duty, he will be required to report for work and work and if he is released from jury duty on any day prior to noon, he shall be required to report to work and work for the balance of the day. Failure to report for work as provided above shall be sufficient grounds for denying jury pay as provided above.

SECTION 4.

An employee elected or selected by the Union to do full-time work for the Union which requires them to be away from their employment full-time shall, at the written request of the Union, be granted unpaid leave for a period of up to one year. The above leave may be extended by agreement between the Union and the Employer. No more than one such leave shall be granted to employees at anyone time. Employees who are authorized delegates of AFSCME Union Local 251, State AFL-CIO, Union Seminar, or International Union convention shall, upon such employees' requests, be entitled to use earned annual leave or unpaid leave for such purposes. Requests for the latter will be subject to; (a) no more than two employees being authorized such leave at anyone time; (b) such requests being submitted to the Authority not less than ten days prior to the beginning of the leave; and (c) leave time for any employee being limited to four working days for anyone such function.

SECTION 5.

An employee returning from a disability leave of absence shall return to the classification he previously held if it still exists and the position has not been permanently filled. If his classification has been abolished, he may exercise his seniority rights. Failure to return from a disability leave of absence as authorized may be considered by the Employer as a voluntary resignation.

SECTION 6.

Funeral Leave. Employees who lose time on scheduled workdays for attending the funeral of an **immediate family member, consisting of parent, spouse, or child** shall receive **five** days for working time lost as a result of attending the funeral. **For attending the funeral of a brother, sister, grandparent or grandchild, legal guardian or parents of present spouse the employee shall receive three (3) days for working time lost.** The funeral leave of absence shall not extend past the day following the funeral.

Upon the request through normal administrative procedure, up to three (3) hours with pay may be granted if an employee attends the funeral of a co-worker or retiree from the work unit the requesting employee is employed in. This shall only apply if the funeral is held on a regular working day.

SECTION 7.

Maternity Leave. An employee may be allowed to use accumulated sick leave as provided by the Federal Family Medical Leave Act.

ARTICLE X. PROMOTIONS

SECTION 1.

For the purpose of this Article promotion shall be defined as the advancement of an employee from one position classification to another in a higher salary grade.

SECTION 2.

Employees will not be allowed to bid for any position opening until they have been in their current position for a period of six months.

SECTION 3.

With the exception of the elimination of a position in the event of a position vacancy, the employer shall post the vacancy as provided for below. Should the position be eliminated, the employer shall notify the Union of the elimination of the position. When a vacancy exists, notice of said position vacancy shall be posted for a period of not less than **five (5) working days** at each facility where bargaining unit employees are regularly employed, which notice shall describe the position, salary range, minimum qualifications required, and the final date applications will be accepted. Such postings will remain active for thirty (30) days from the initial date of the posting. Any "like" positions that become vacant during this time will be filled by first considering employees who have applied during this posting period. In the event there is a successful bidder, the vacancy shall be filled within fifteen (15) calendar days after the expiration of the posting. In the event there are no successful bidders, the Authority will make every reasonable effort to fill the vacancy from without within a 30-day period.

SECTION 4.

Promotions shall be made on the basis of the most qualified applicant; provided, that the current evaluation of any successful applicant must have been satisfactory. However, where qualifications are not significantly different, the promotion shall be granted to the most senior employee applying. If there are no qualified applicants, then the Employer may select a qualified employee and offer him the job, or hire a new employee who is qualified to take the position.

SECTION 5.

If an employee's seniority is by-passed when making a promotion, the employee shall be furnished in writing the reasons for such by-pass.

SECTION 6.

Promoted employees shall serve a three-month trial period. During the first twenty (20) workdays of this period, the employee will be given instructions as to the duties of the position to which they are assigned. If the Employer is not satisfied with the employee's performance during the trial period or if the employee, within fourteen (14) days, desires to return to his former position, such employee shall be reinstated to his former position, or one similar thereto without loss of seniority and at a salary not lower than that received by him in such former position at the time of such promotion. If the employee is not successful, he will be returned to a comparable job in salary.

SECTION 7.

A promoted employee (promoted to a position in a higher salary grade) shall receive a promotional salary increase on the payroll date on which the promotion becomes effective. Such employee shall be placed at the first step of the new salary grade that provides for an increase. Said promoted employee shall receive the next step increase upon the date of the employee's satisfactory completion of trial periods, subsequent increases will be made in accordance with Appendix "C".

ARTICLE XI. TRANSFERS

SECTION 1.

Employees may be transferred on a temporary basis and if transferred to a lower paying job, the employee shall not suffer a loss of pay during the time he is on such temporary transfer. In the event an employee is transferred on a temporary basis to a higher rated job for at least one full calendar day, and provided further such transferred employee has the skill and knowledge to do the complete job, then such employee shall be placed at the first step of the new salary grade that provides for an increase.

SECTION 2.

Permanent transfers shall be handled in accordance with Article X, Section 3.

ARTICLE XII. PERSONNEL RECORDS

SECTION 1.

Personnel files are confidential and are accessible only by the employee, the Executive Director, the **Human Resources** Director and the **Human Resources** Assistant. Only the employee and the Executive Director by mutual agreement may authorize the copying of any personnel material and such authority must be given in writing by the employee and the Executive Director and such authorization shall be filed; provided, however, the Executive Director may order such records copied where such records are necessary to be produced in court or agencies such as the EEOC and the Human Relations Board.

Employees may request to be allowed access to the files for examination and an explanation of the contents **by appointment during office hours**. Employees may have someone of their choice with them at the time of such examination.

SECTION 2.

Documents contained in personnel files, are designated "Permanent" or "Temporary." Permanent records are those affecting the employee's status and service. Temporary records are those which do not constitute, within themselves, a record of a personnel action or make a substantial contribution to the personnel records. Such documents will be removed from the files twelve (12) months after Issuance.

SECTION 3.

No written statement, except records of oral reprimands, shall be placed in any employee's personnel file without the employee first having an opportunity to read the statement and discuss it with his immediate supervisor or department head. Prior to its placement in the personnel file, the employee shall sign the statement as acknowledgment of his having read it and shall receive a copy thereof.

In the event the employee refuses to sign, then two witnesses to the refusal shall sign the document and state that the employee refused to sign before being placed in the file. In no case shall the employee's signature be construed to be a waiver of his right to appeal or challenge the contents thereof. In like manner, the supervisor or department head shall have an opportunity to read and initial any written rebuttal by an employee prior to such rebuttal's placement in the personnel file.

SECTION 4.

Employees shall receive a copy of their yearly performance evaluation upon completion of the evaluation.

ARTICLE XIII. WORK RULES

Any work rule hereinafter promulgated by the Employer may be made the subject of a grievance within 30 days after notice to the Union of such work rule. The Union will be notified immediately upon a rule being promulgated. Rules now in effect shall be considered to be promulgated on the day this contract becomes effective.

ARTICLE XIV. DISCIPLINE

SECTION 1.

Disciplinary actions, including oral reprimands, written reprimands, suspensions and discharges shall be taken only for just cause. **Temporary employees covered by this contract may be terminated at anytime without notice or cause.** In any case, the employee may request the presence of a Union representative. **The Employer will indicate that a union representative is available in the written disciplinary action.**

SECTION 2.

Any disciplinary actions shall be subject to the grievance procedure.

ARTICLE XV. GRIEVANCE PROCEDURE

SECTION 1.

Grievance as defined in this Agreement is a claim of an employee arising during the term of this Agreement, which is limited to matters concerning the application, meaning, or interpretation of this Agreement.

SECTION 2.

For the purpose of this Article, the Personnel Practices and Procedures shall be considered a part of the Agreement, except where in conflict with the terms hereof.

SECTION 3.

Any grievance submitted under the provisions of this Article may be presented and processed individually by the employee, and the Union, or by a representative of an employee's choice. Where an employee processes a grievance individually or through a representative other than the Union, the Union shall have the right to be present at any step of the grievance procedure.

SECTION 4.

Any grievance, oral or written, shall designate the specific Article(s) and Section(s) of this Agreement or Personnel Practices and Procedure(s) upon which the grievance is based together with the reason therefore.

SECTION 5.

The term "days" as used in this Article shall mean working days.

SECTION 6.

The following procedure shall be used in the submission of a grievance, as defined in Section 1 hereof, **however, the Union and the OHA may mutually agree to waive or extend time limits on one or more of the following steps:**

Step 1.

The aggrieved employee shall present in writing his /her grievance to his/her immediate non-bargaining unit supervisor or the designated representative of such supervisor within **fifteen (15)** working days from the date on which the employee became aware or should have become aware of such grievance. The non-bargaining unit supervisor shall attempt to adjust the matter and respond in writing to the party presenting the grievance within **fifteen (15)** days from its presentation.

Step 2.

If satisfactory settlement is not reached under Step 1, the grievance shall be presented in written form with an outline of prior events to the Executive Director or his designated representative, within **fifteen (15)** working days from the date of the written response provided in Step 1. The Executive Director shall respond in writing to the party presenting the grievance within **fifteen (15)** working days from its receipt.

A copy of the response shall be provided to either the Union Steward or Chief Steward. Any grievance filed which resulted from disciplinary action shall be appealed directly to this Step 2 within **fifteen (15)** working days after the employee received written notification of the disciplinary action.

Step 3.

If the decision in the previous step is not satisfactory, the Union or the employee may, within **fifteen (15)** working days of the decision in Step 2, request that the matter be submitted to a neutral arbitrator. Such arbitrator shall be selected by the parties and if they are unable to agree upon an arbitrator, they shall request a panel from the US Mediation and Conciliation Service. The party requesting arbitration shall strike the first name and the parties shall alternate striking names until only one person remains who shall be deemed the impartial arbitrator. Such arbitrator shall have no power or authority to add to, subtract from or in any way modify the terms of this agreement but shall have authority only to interpret and apply the provisions of this contract which shall constitute the basis upon which the arbitrator's decision shall be rendered.

The decision of the impartial arbitrator shall be final and binding upon the Authority, the Union, and the employee or employees involved.

The cost of the arbitrator shall be shared equally by the parties.

ARTICLE XVI. UNION STEWARDS

SECTION 1.

The employer will recognize Union Stewards and their alternates designated in writing by the Union President, provided the number of stewards is reasonable.

SECTION 2.

Union Stewards will act for and on behalf of the Union in their dealings with the Employer.

SECTION 3.

Stewards may meet with management representatives **by appointment** at mutually agreeable times to discuss and resolve grievances. **Stewards need to notify their immediate supervisor prior to leaving the job for union business.**

SECTION 4.

An employee has the right to request that a steward be present during an investigatory interview which the employee or the Authority reasonably believe could result in discipline to that employee. This right should not be interpreted as applying to immediate discipline for actions observed by Authority supervisors.

ARTICLE XVII. UNION ACTIVITIES

Representatives of the Union previously certified to by the Employer in writing by the Union shall be permitted to come on the Employer's premises for the purpose of investigating and discussing grievances if they first notify the **Human Resources** Director or his/her designated representative, or the party in charge of the Department being visited if the **Human Resources** Director or his/her designated representative is not available. In no event shall such visits be allowed to interfere with the scheduled work of the employees.

ARTICLE XVIII. LAYOFF AND RECALL

SECTION 1.

Whenever there is a reduction in work force, layoffs shall be made on the basis of **(a) total seniority in service, (b) total seniority** in classification when the abilities of employees affected thereby to perform the work are not significantly different; otherwise, the most able employee or employees shall be retained.

SECTION 2.

Employees subject to layoff shall be given written notice by registered mail at least fourteen (14) days prior to the effective date of same. Such notice shall be mailed to their last known address as shown on the employer's records. A copy of said notice shall be mailed to the Union. The time limit provided in this Section may be extended if the affected employee(s) did not have reasonable opportunity to have received the written notice.

SECTION 3.

Employees subject to layoff shall have the option within the time period provided in Section 2 to exercise their layoff rights provided in this Article or to accept layoff. Failure to respond within the time limit provided in Section 2 shall constitute employee's acceptance of layoff.

SECTION 4.

No regular employee shall be laid off while there are probationary, seasonal or temporary employees working in the same or lower classification grade for which such affected employee meets the minimum qualifications.

SECTION 5.

In the event a full-time employee is laid off in his classification by virtue of the provisions of Section I, he may bid into another classification for which he is qualified and shall be paid at that classification's rate of pay. In order to be deemed qualified, such employee must have performed the duties of such classification previously on a full-time basis or must be able to perform the duties of such lower classification in a satisfactory manner. (If a part-time employee is laid off in his classification, the same rules of classification seniority shall prevail.)

SECTION 6.

Where, by virtue of a reduction in work force, either a full-time or part-time employee takes a position in a lower classification as provided in Section 5 of this Article, such employee shall be credited with classification seniority earned prior to transfer. Where, however, a full-time employee takes a part-time position in the same classification, he shall not be laid off until all part-time

employees in such have been laid off.

SECTION 7.

Where an employee holds a non-bargaining unit position, he shall retain for a period of three months all seniority earned in the bargaining unit classification in which he was previously employed. In the event a non-bargaining unit employee becomes subject to layoff because of a reduction in work force and is qualified to perform duties in a lower or equivalent bargaining unit position as provided herein, the provisions of this Article shall in their entirety, be applicable to such employee.

SECTION 8.

The names of employees who have been laid off shall be placed on layoff list maintained by the **Human Resources** department and such employee shall be eligible for re-employment for a period of one year. The employer shall rehire in the reverse order of layoff; provided such employees are otherwise qualified to perform the duties of the position. After receiving notice of recall, the laid off employee is obligated to notify the Employer within **five (5) working** days of the receipt of such notice of his intention to return to work. A laid off employee, subject to recall, who is employed elsewhere, shall not be required by the employer to report to work until after two (2) weeks from the date of recall notice. If such employee is not employed elsewhere, he shall be required to report for work at such reasonable time as required by the Employer, giving consideration to all attendant circumstances. The Employer shall provide employees subject to recall with written notice by registered mail to their last known address as shown on the Employer's records. No new bargaining unit employees shall be employed to fill a job if there is a qualified employee on layoff.

SECTION 9.

In case of layoffs, if any elected union officers are affected by such layoffs, they will be allowed to continue to function in their official union capacity in dealing with the Housing Authority for a period of ninety (90) days unless other employment has been secured prior to the end of the ninety (90) day period or unless they are replaced or removed from their elected office by the Local. Laid off stewards shall also be covered by these provisions.

ARTICLE XIX. TRAINING AND EDUCATION

SECTION 1.

The employer shall continue its in-service training programs which shall be considered as hours of work when employees are required by the Employer to attend said programs. When applicable to a specific job classification, the Employer shall take into consideration in determining qualifications

for promotion, successful completion of an in-service training program.

SECTION 2.

In-service training programs shall be held at such times and places as designated by the Employer.

SECTION 3.

The **Human Resources** department shall place notices on the bulletin board to make employees aware of upcoming training programs. Employee requests for in-service training will be considered by the employer on the basis of seniority.

SECTION 4.

Employees will be reimbursed for educational and training courses that are specifically related to an area of the Employer's operation if training funds are available in the budget and with the approval of the Executive Director. If the employee desires to be reimbursed for his expense involved in such educational and training courses, he must do the following:

- (a) Prior to taking such training courses, the employee shall a completed OHA training request to his immediate supervision for approval, with that approval the training request will be sent the **Human Resources** Director for approval and then for final approval from the Executive Director or his representative. Such request shall contain a description of the courses, costs involved, and justification for the request for reimbursement. Only written approval signed by the Executive Director prior to the beginning of the training course or his representative will be valid.
- (b) When appropriate approvals are granted, reimbursement for training courses may be made in advance directly to the employee or the educational institution. However, upon completion of the training course, employees must present a final grade. In addition, if the employee does not receive a grade of "c" (average) or above, the employee will be required to reimburse the housing authority for all costs associated with the training course. The human resources director will establish a repayment schedule, with approval from the Executive Director, for reimbursement of the training funds by the employee.

SECTION 5.

When the Authority requires employees to take a specific educational or training course, the Authority will pay all costs associated with the educational or training course involved in advance.

ARTICLE XX. BULLETIN BOARDS

SECTION 1.

The Employer shall provide bulletin boards for the Union to use at locations reasonably calculated to reach bargaining unit employees.

SECTION 2.

Materials which may be posted on such bulletin boards are notices of Union meetings or Union social events, notices of Union elections and results of Union elections. Material not coming within the above description must be approved by the Executive Director or his designated representative.

ARTICLE XXI. NONDISCRIMINATION

SECTION 1.

The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination in violation of controlling Federal or State law as to sex, race, color, creed, national origin, age, handicap, political affiliation, or union affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 2.

The Employer agrees not to intimidate, coerce, or in any manner interfere with the rights of employees to form, join or assist labor organizations. The Union agrees not to intimidate, coerce, or in any manner interfere with the rights of employees to refrain from joining, forming, or assisting any labor organization.

SECTION 3.

All references to employees in this agreement designate both sexes and whenever the male gender or the female gender is used, it shall mean both sexes.

SECTION 4.

Complaints of violations of this Article shall be processed through the grievance procedure herein.

ARTICLE XXII. EMPLOYEE BENEFITS

SECTION 1.

The Authority will continue to provide the present retirement plan and life insurance. The Authority will pay a reasonable portion of the group medical and dental insurance premium and employees who are covered will pay a portion of such premium costs. **In the event of any change of coverage OHA and the Union will discuss any/all changes prior to implementation.**

The employee's group health, dental and life insurance will remain in effect throughout the FMLA leave period on the same basis as if the employee were not on leave. During any paid portion of the leave, the employee's premiums will continue to be deducted from payroll; if the employee does not have accrued vacation or sick leave hours, the housing authority will make 100 percent of the premium payment in behalf of the employee. Upon the employee's return to work, the **Human Resources** Director will establish a repayment schedule for reimbursement of the employee portion of the premiums paid during the employee's leave of absence. No seniority, sick or vacation leave shall accrue during unpaid FMLA leave.

ARTICLE XXIII. MISCELLANEOUS

SECTION 1.

Employment of Relatives. The Authority will not hire members of any employees' immediate family. For the purpose of this paragraph, immediate family is defined as parents, spouse, children, brother, sister, in-laws, and first cousins.

SECTION 2.

Dual Employment. Employees may accept outside employment, provided the job is not in conflict with his/her employment by the Housing Authority.

SECTION 3.

Uniforms. Employees will be expected to maintain an acceptable and appropriate standard of dress at all times during working hours. All employees who are authorized and directed by the Executive Director to wear the official Housing Authority uniforms will do so. Utility Workers shall be furnished trousers and shirts. **The OHA** shall be responsible for paying **100%** of the cost of laundry and leasing of such uniforms.

SECTION 4.

Safety Equipment. Employees performing jobs which require the use of specific safety equipment will be issued such equipment as necessary. Employees are required to wear and/ or use issued equipment.

SECTION 5.

Confidentiality. Employees are expected to sign and adhere to a confidentiality agreement.

ARTICLE XXIV. LABOR MANAGEMENT COMMITTEE

SECTION 1.

There is hereby established a special joint committee for the purpose of discussing common problems, including but not limited to, dress codes, job classifications, work loads, safety, and salary discrepancies. The Union and the employer shall each designate up to three representatives to serve on the committee.

SECTION 2.

The committee shall meet on an "as need" basis, and at such other times as are mutually agreed to. Any policy or practice agreed upon by the committee shall be forwarded to the Executive Director of the Authority and the President of the Local, and if approved by them, shall be implemented by a formal letter of understanding, provided it does not conflict with the terms of this agreement.

ARTICLE XXV. SAVINGS CLAUSE

Should any Article, Section or portion thereof of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof directly specified in the decision; upon such decision becoming final, the parties agree immediately to attempt negotiation of a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXVI. LAWS, ORDINANCES AND REGULATIONS

Except where limited by express provisions of this Agreement, nothing herein shall be construed or interpreted to restrict, limit or impair the right, power and authority of the Employer heretofore possessed and herein after granted by virtue of any law, ordinance or rule or regulation applicable thereto.

In the event that the laws of the State of Nebraska change so as to afford a greater degree of union security, then and in that event the parties hereto will meet and discuss the subject.

ARTICLE XXVII. WAGES

Bargaining unit classifications shall receive wages by **direct deposit** in accordance with the **2006, 2007, and 2008** AFSCME Classification Salary Schedule as provided in Appendix "C". **The 2006 wage schedule shall be retroactive to January 1, 2006.**

ARTICLE XXVIII. DURATION

The Agreement shall become effective on the 1st day of January **2006**, and shall continue in full force and effect until the 31st day of December **2008**.

Dated this ____ day of _____, 2006.

THE HOUSING AUTHORITY OF THE CITY OF OMAHA

Executive Director

NEBRASKA PUBLIC EMPLOYEES, AFSCME LOCAL 251

Mr. William Love, President

APPENDIX "A"

INCLUSIONS IN BARGAINING UNIT

Account Clerk
Administrative Clerk
Clerical Assistant
Housing Clerk
Housing Specialist
Inspection Clerk
Receptionist
Word Processing
Clerk Utility Worker

APPENDIX “B”

EXCLUSIONS FROM BARGAINING UNIT

All members of skilled trade unions' Locals Nos.:

Asbestos Workers Union No. 39
Bricklayers Local Union No.1
Cement Masons Union No. 538
Construction Laborers Local Union No. 1140
Drywall Tapers and Finishers Local Union No. 1948
International Brotherhood of Electrical Workers Local No. 22
International Union of Operating Engineers Local No. 571
Ironworkers Union No. 21
Millwrights Local Union No. 1463
Painters Local Union No. 109
Plasterers Local Union No.4
Plumbers Local Union No. 16
Roofers Local Union No. 85
Sheet Metal Workers Local Union No.3
Steamfitters Local Union No. 464
United Brotherhood of Carpenters and Joiners of America, Local Union No. 400

EXCLUSIONS FROM BARGAINING UNIT

Employees in management, supervisory, confidential and non-exempt classifications:

Accounting Assistant	Network Administrator
Accounting/Research Assistant	Paralegal
Administrative Assistant	PC/Network Technician
Administrative Services Director	Project Facilitator
Administrative/Payroll Support Specialist	Public Safety Coordinator
Asset Manager	Purchasing Agent
Asst. to the E. D. for Development & Special Projects	Purchasing Coordinator
Assistant Site Manager	Quality Control Specialist
Capital Improvements Coordinator	Scattered Sites Properties Manager
Chief Financial Officer	Section 8 Landlord/ Client Coordinator
Community /Partnership Coordinator	Senior Accountant
Contracts Administrator	Site Manager
Door /Window Repair Specialist	Towers Properties Manager Transitional
Elderly Services Coordinator	Transitional Housing Coordinator
Executive Director	Transportation Director
Family Development Properties Manager	
Family Self-Sufficiency Coordinator	
Family Services Manager	
Field Operations Director	
Housing Inspector	
Home Ownership Manager	
Inspection Supervisor	
Leased/Public Housing Director	
Legal Counsel	

APPENDIX “C”

**Administrative Compensation Schedule
AFSCME Bargaining Unit
Effective January 1, 2006**

POSITION TITLE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Account Clerk	\$11.89	\$12.48	\$13.07	\$13.66	\$14.25	\$14.85	\$15.43	\$16.04	\$16.63
Administrative Clerk	\$11.01	\$11.54	\$12.09	\$12.63	\$13.18	\$13.71	\$14.28	\$14.82	\$15.38
Clerical Assistant	\$10.49	\$11.01	\$11.52	\$12.04	\$12.57	\$13.07	\$13.60	\$14.14	\$14.66
Housing Clerk	\$12.11	\$12.35	\$12.95	\$13.54	\$14.13	\$14.72	\$15.29	\$15.87	\$16.45
Housing Specialist	\$12.32	\$12.94	\$13.55	\$14.15	\$14.77	\$15.38	\$15.99	\$16.61	\$17.23
Inspection Clerk	\$11.42	\$11.99	\$12.56	\$13.11	\$13.69	\$14.25	\$14.81	\$15.39	\$15.96
Inventory Clerk	\$11.69	\$12.27	\$12.86	\$13.45	\$14.04	\$14.63	\$15.21	\$15.77	\$16.34
Receptionist	\$10.32	\$10.85	\$11.36	\$11.88	\$12.40	\$12.92	\$13.42	\$13.93	\$14.43
Word Processing Clerk	\$10.78	\$11.30	\$11.83	\$12.39	\$12.86	\$13.38	\$13.91	\$14.42	\$15.09
Utility Worker	\$11.46	\$12.02	\$12.59	\$13.16	\$13.72	\$14.29	\$14.86	\$15.43	\$16.00

APPENDIX “C” continued

**Administrative Compensation Schedule
AFSCME Bargaining Unit
Effective January 1, 2007**

POSITION TITLE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Account Clerk	\$12.25	\$12.85	\$13.47	\$14.07	\$14.68	\$15.30	\$15.89	\$16.52	\$17.13
Administrative Clerk	\$11.34	\$11.89	\$12.45	\$13.01	\$13.57	\$14.12	\$14.70	\$15.26	\$15.85
Clerical Assistant	\$10.80	\$11.34	\$11.87	\$12.40	\$12.95	\$13.47	\$14.01	\$14.57	\$15.09
Housing Clerk	\$12.47	\$12.73	\$13.34	\$13.94	\$14.56	\$15.16	\$15.75	\$16.34	\$16.95
Housing Specialist	\$12.69	\$13.33	\$13.95	\$14.58	\$15.21	\$15.85	\$16.47	\$17.10	\$17.75
Inspection Clerk	\$11.76	\$12.34	\$12.94	\$13.51	\$14.10	\$14.68	\$15.25	\$15.86	\$16.44
Inventory Clerk	\$12.04	\$12.64	\$13.24	\$13.86	\$14.46	\$15.07	\$15.67	\$16.25	\$16.83
Receptionist	\$10.63	\$11.17	\$11.70	\$12.24	\$12.77	\$13.31	\$13.83	\$14.34	\$14.86
Word Processing Clerk	\$11.11	\$11.64	\$12.19	\$12.76	\$13.24	\$13.78	\$14.32	\$14.85	\$15.54
Utility Worker	\$11.81	\$12.38	\$12.97	\$13.55	\$14.13	\$14.71	\$15.31	\$15.89	\$16.48

APPENDIX “C” continued

**Administrative Compensation Schedule
AFSCME Bargaining Unit
Effective January 1, 2008**

POSITION TITLE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Account Clerk	\$12.65	\$13.27	\$13.90	\$14.53	\$15.16	\$15.79	\$16.40	\$17.06	\$17.68
Administrative Clerk	\$11.71	\$12.28	\$12.86	\$13.43	\$14.01	\$14.58	\$15.18	\$15.76	\$16.36
Clerical Assistant	\$11.15	\$11.71	\$12.25	\$12.80	\$13.37	\$13.90	\$14.46	\$15.04	\$15.59
Housing Clerk	\$12.88	\$13.14	\$13.77	\$14.40	\$15.03	\$15.65	\$16.26	\$16.87	\$17.50
Housing Specialist	\$13.11	\$13.76	\$14.41	\$15.05	\$15.71	\$16.36	\$17.01	\$17.66	\$18.33
Inspection Clerk	\$12.15	\$12.75	\$13.36	\$13.95	\$14.56	\$15.16	\$15.75	\$16.37	\$16.97
Inventory Clerk	\$12.43	\$13.05	\$13.67	\$14.31	\$14.93	\$15.56	\$16.18	\$16.78	\$17.38
Receptionist	\$10.98	\$11.53	\$12.08	\$12.64	\$13.18	\$13.74	\$14.27	\$14.81	\$15.35
Word Processing Clerk	\$11.47	\$12.01	\$12.58	\$13.17	\$13.67	\$14.23	\$14.79	\$15.33	\$16.04
Utility Worker	\$12.19	\$12.78	\$13.39	\$13.99	\$14.59	\$15.19	\$15.80	\$16.40	\$17.02