

AGREEMENT BETWEEN
HOUSING AUTHORITY OF THE CITY
OF OMAHA
AND
LOCAL UNION 251 AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

January 1, 2018 through December 31, 2018

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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 1: 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.

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to: 1) full and exclusive control of the management of the Employer, the supervision of all operations, the methods, processes, means and Human Resources by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; 2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; 3) the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; 4) the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees; 5) the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

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.

When an employee works in a higher classification than the employee is normally assigned to, he/she shall be paid at the corresponding higher rate of pay of the higher classification, provided that the employee is assigned to the higher classification and actually performs the work of the higher classification

To be paid for working out of classification, the employee shall be required to work at least eight (8) hours in the higher classification. If the employee works at least eight (8) consecutive hours in the higher classification, he/she shall receive the higher rate of pay for all time worked in the higher classification.

To be paid at the higher classification, the employee must be qualified to perform the duties of the higher classification.

The employee shall have the right to refuse an assignment to a higher classification. No employee shall be allowed to work more than thirty (30) work days in a calendar year. If OHA is in need of employees to work in a higher classification for more than thirty (30) work days in a calendar year, then OHA shall rotate the Out of Classification opportunities between all qualified employees in that work location. These time limits may be waived by mutual consent of OHA, the Union and the employee.

SECTION 6.

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 7.

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 8.

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 2. 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.

Utility Workers and Maintenance Repairers shall have the option to begin their regular work shift at 7:00 a.m. and end their regular work shift at 3:30 p.m. Employees wishing to change their work shift need to complete, sign, and submit the flex schedule form attached hereto as Exhibit 1. The form must be submitted to the supervisor. After submission and acceptance of the form, an employee may revise their work schedule to be effective at the beginning of the pay period. Changes to the schedule need to be submitted each time an employee seeks to change their work shift and can only take effect at the beginning of a pay period.

SECTION 2.

Employees will be compensated for overtime work performed in excess of eight hours in one day and forty (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 employee working Sundays or a holiday shall be paid double time for overtime hours worked or compensatory time off at the employee's option as set forth in Article 6, Section 2.

- d) Any premium pay for overtime shall not be pyramided. That is, there shall be no overtime on overtime.
- e) 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.
- f) 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. Emergency shall not be used in lieu of overtime for extending a work day before or after set scheduled shift.

SECTION 4.

Maintenance Repairers and Utility Workers will be granted fifteen (15) minutes at the end of the work day for personal cleanup.

ARTICLE 3: 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 un-fit, unsanitary, 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 ease of disagreement, the supervisor recommendation will stand.

ARTICLE 4: 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 5: 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 6: 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
The day after New Year's Day provided
New Year's falls on a Thursday
President's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Veterans' Day

Thanksgiving Day
Day after Thanksgiving Day
Columbus Day
Christmas Day
The day after Christmas provided December
25 falls on a Thursday
One (1) Floating Holiday
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 double time 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 7: 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 fifty percent (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 fifty percent (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 (1) day per month. Twelve (12) days per year
- b) From the fifth through the tenth year, one and one-half (1 ½) days per month. Eighteen (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 two hundred and eighty (280) 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 two hundred and eighty (280) hours into the next calendar year and active employees will not be compensated for unused vacation credits in excess two hundred and eighty (280) 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 8: 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 and upon separation of Omaha Housing Authority due to retirement, death or voluntary separation, the calculation formula for determining the amount that will be paid out shall be covered under Section 10 of Article 8.

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) Employees may use sick leave for an illness or injury to immediate family members (spouse, child, parent)
- e) 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 Department 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.
- (c) Unused sick leave may not be accumulated in excess of 2500 hours. Any employee who shall maintain 800 hours of accrued sick leave shall receive one (1) additional hour of vacation leave for each pay period of service.

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

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 fifteen (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 thirty (30) minute increments.

SECTION 10.

Upon separation of employment or death, employees with ten (10) to fifteen (15) years of service will be paid fifteen percent (15%) of their accrued sick leave balance up to a maximum of two hundred forty (240) hours. Employees with sixteen (16) to twenty (20) years of service will be paid fifty percent (50%) of their accrued sick leave balance up to two hundred forty (240) hours. Employees with twenty (20) or more years of service or more, or upon death, will be paid sixty five percent (65%) of their accrued sick leave balance up to a maximum of two hundred forty (240) hours. No payout shall be paid for employees that are terminated.

ARTICLE 9: 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.

Military leaves of absence will be granted to all employees as may be provided by state law section 55-160, 55-161, RRS Nebraska Reissue 1988), or by federal regulation. Under state law:

(1) All employees, including elected officials of the State of Nebraska, or any political subdivision thereof, who are members of the National. Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve shall be entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Members who normally work or are normally scheduled to work one hundred twenty hours or more in three consecutive weeks shall receive a military leave of absence of one hundred twenty hours each calendar year. Members who normally work or are normally scheduled to work less than one hundred twenty hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the regular annual leave of the persons named in this section.

(2) When the Governor of this state declares that a state of emergency exists and any of the persons named in this section are ordered to active service of the state, a state of emergency leave of absence will be granted until such member is released from active service of the state by competent authority. A military leave of absence shall not be used during a state of emergency declared by the Governor. Other forms of leave may be granted. During a state of emergency leave of absence because of the call of the Governor, any official or employee subject to this section shall receive his or her normal salary or compensation minus the state active duty base pay he or she receives in active service of the state. Governmental officers serving a term of office shall receive their compensation as provided by law.

(3) The proper appointing authority or employer may make a temporary appointment to fill any vacancy created by the absence of an officer or employee pursuant to this section. Such officer or employee shall not be discharged from his or her former or new position

without justifiable cause within one year after reinstatement.

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 pursuant to Nebraska and Federal law. (see NAPE #61 agreement)

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 any one 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 any one 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.

Five working days of bereavement leave shall be granted to employees upon request for death in the immediate family. For purposes of this section, immediate family shall mean spouse, father, mother, sister, brother, child. At the Executive Director's discretion, and with appropriate documentation provided to the Executive Director, the definition of immediate family may be expanded to include other individuals with a similar personal or family relationship to the employee as that of an immediate family member.

The employee shall receive three (3) days of bereavement leave for attending the funeral of a grandparent or grandchild, legal guardian, or someone who bears an immediate relationship (father, mother, sister, brother, child) to the spouse of the employee, or is the grandparent, grandchild or legal guardian of the spouse of the employee.

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. 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 10: 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 11: 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 10, Section 3.

ARTICLE 12: 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 13: WORK RULES

Any work rule hereinafter promulgated by the Employer may be made the subject of a grievance within thirty (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 14: 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 any time 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.

The Omaha Housing Authority will not exclusively rely upon GPS data collected in determining whether a violation of an Omaha Housing Authority policy has occurred and/or disciplining an Omaha Housing Authority employee.

SECTION 3

Any disciplinary actions shall be subject to the grievance procedure.

ARTICLE 15: GRIEVANCE PROCEDURE

SECTION 1.

To promote better Employer/employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement, and the following procedure shall be the sole procedure to be utilized for that purpose.

SECTION 2.

The parties further agree that all meetings under this procedure will be conducted in a professional manner and in a spirit of mutual respect consistent with mutual resolution of grievances arising under this Agreement.

SECTION 3.

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

SECTION 4.

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 tent's hereof.

SECTION 5.

Unless stated otherwise in this Agreement, 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 6.

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 7.

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

SECTION 8.

Procedure:

- 8.1 Time Limits: It is important that grievances be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure by the Union to move the grievance to the next level pursuant to the time limits set forth in this procedure or any agreed-upon extension shall constitute a waiver of the right to pursue that grievance further. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits or any agreed-upon extension, the grievance should be considered settled on the basis of the Union's requested relief.
- 8.2 Informal Level (Applies to all matters OTHER THAN suspension demotion, discharge or termination): Before initiating a formal written grievance at Level One, the employee shall attempt to resolve the matter by informal conference with his or her immediate designated supervisor outside the bargaining unit. If the immediate supervisor is not available, the employee shall attempt to contact the manager of the immediate supervisor within the same chain of command. The employee shall notify the Union, and a representative of the Union shall be given the opportunity to be present at any meeting under this section. Either party may declare that the informal level has been completed.
- 8.3 Level One - Department Head or Designee (Applies to all matters OTHER THAN suspension demotion, discharge or termination):
 - a. If a dispute is not resolved at the informal level, the employee or Union shall file the

grievance in writing on the appropriate form to the Department Head or their designee within fifteen (15) working days of the claimed violation.

- b. The grievance statement shall specify (each of) the provision(s) of this Agreement claimed to be violated and the manner in which such provision is claimed to have been violated, all pertinent information, the remedy sought, and shall be signed by (each of) the employee(s) and/or by the Union. The Grievant and the Union have a good faith obligation to be as complete and forthcoming as possible in making this statement and providing information regarding the grievance.
- c. The parties shall meet to discuss the grievance with the appropriate department head or designee to whom the grievance is submitted and shall communicate his or her decision, along with the reasons therefore, to the employee and the Union in writing within fifteen (15) working days after having received a timely appeal to Level One.

8.4 Level Two - Human Resources or the Executive Director

- a. If the employee or the Union is not satisfied with the disposition at Level One, the employee or the Union may appeal the grievance to the Department of Human Resources at Level Two within fifteen (15) working days after receiving notice of the Level One decision.
- b. The Union or the employee with the concurrence of the Union shall have the right to perfect the grievance prior to Level Two with the understanding that the right to perfect is limited to the substantive issues previously raised in the grievance.
- c. A grievance involving a suspension, demotion or discharge or termination shall be filed directly to the Executive Director at Level Two no later than fifteen (15) working days of receipt of written notice of imposed discharge, demotion or suspension.
- d. To submit a grievance to Level Two, a copy of the grievance shall be filed with the office of Human Resources.
- e. The appeal shall include a copy of the original grievance, the decision rendered at Level One, if any, a concise statement of the reasons for the appeal and the specific relief requested.
- f. Upon timely filing, the written grievance will be discussed between the employee, the Union and the Director of Human Resources or his/her designee within fifteen (15) working days after filing, unless extended by mutual written consent. The Director of Human Resources or his/her designee shall respond to the grievance within fifteen (15) working days after the grievance has been filed at Level Two.
- g. Upon the timely filing of written grievance as specified herein, the Union shall have the sole discretion as to the processing of such grievance and shall have the right to carry the grievance through the grievance procedure.

8.5. Level Three - Mediation:

- a. If the grievance involves a suspension or termination and the union is not satisfied with the Level Two response it will be referred to the Federal Mediation Center and Conciliation Service for mediation within fifteen (15) working days after the Level two disposition has been rendered.
- b. The costs, if any, of the mediator will be equally split between the parties.

8.6 Level Four - Arbitration:

- a. If the grievance remains unresolved at Level Two or Level Three (mediation) the Union shall have the right to refer the matter to arbitration. In the event the Union elects to do so, it must notify the Director of Human Resources of its decision in writing within fifteen (15) working days of denial of the grievance at Level Two or fifteen (15) working days after the close of mediation if the parties agree to refer the grievance to Level Three.
- b. After the grievance has been referred to arbitration, the parties or their representatives shall jointly request that the FEDERAL MEDIATION AND CONCILIATION SERVICE provide a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.
- c. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The decision of arbitration shall be within the scope and terms of this Agreement and shall be in writing.
- d. The arbitrator's fee shall be shared equally by the parties. All other expenses shall be paid by the party incurring them.
- e. The time limits specified herein shall be jurisdictional unless waived by mutual agreement of the parties. The Union shall have sole authority to determine whether a grievance shall be submitted to arbitration, and any such decision or settlement of the grievance between the Union and the Director of Human Resources/Department Head in good faith shall be binding on all parties.
- f. The parties shall make a good faith effort to avoid unreasonable delay in scheduling arbitration hearings.

ARTICLE 16: 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 believes could result in discipline to that employee. This right should not be interpreted as applying to immediate discipline for actions observed by Authority supervisors.

SECTION 5.

The Chief Steward or their designee will be allowed to attend to OHA Board meetings.

ARTICLE 17: 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 18: 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.

In the event a full-time employee is laid off in his classification by virtue of the provisions of Section I, he may bump 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 5.

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 6.

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 7.

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 8.

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 19: 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 20: 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 21: 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.

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

ARTICLE 22: EMPLOYEE BENEFITS

SECTION 1.

Insurance. The Authority will continue to provide the present retirement plan and life insurance.

The Authority will pay eighty percent (80%) of the group medical and dental insurance premium and employees who are covered will pay twenty percent (20%) of such premium costs of the applicable COBRA rate. 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 one hundred percent (100%) 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.

SECTION 2.

Pension. To fund the current pension system, each employee and the Authority shall contribute to the Authority's Retirement System ("System"). The employee shall contribute every biweekly payroll period a percentage of his/her earnings, as indicated below. The employee's contribution shall be deducted prior to federal income tax withholding as allowed by IRS 414(h). The Authority shall contribute every bi-weekly payroll period a certain percentage of each employee's compensation.

The following is the required contribution for each employee and the Authority into the pension system:

2018: Authority 4.25% Employee 4.25%

The Omaha Housing Authority and Local 251 agree to negotiate in good faith with the goal of returning the employee and employer contributions to the pension fund to the levels that were in place in 2010.

ARTICLE 23: 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 will utilize a cleaning service for the pick up of and laundering of uniforms at three (3) separate locations. The OHA shall be responsible for paying one hundred percent (100%) of the cost.

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 24: 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, workloads, 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 25: 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 26: 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 27: WAGES

Effective, January 1, 2018, through December 31, 2018, base wage rates for employees will be adjusted to Appendix "C" Five (5) Step and Years of Service chart.

All wages increases shall be, for the respective year, based on the wages set forth in appendix C retroactive to January 1st, 2018.


Bargaining unit classifications shall receive wages by direct deposit.

ARTICLE 28: DURATION

The Agreement shall become effective on the 1st day of January 2018, and shall continue in full force and effect until the 31st day of December 2018.

Dated this 17th day of NOVEMBER, 2018.

THE HOUSING AUTHORITY OF THE CITY OF OMAHA



The Chief Executive Director

NEBRASKA PUBLIC EMPLOYEES, LOCAL 251



APPENDIX A

INCLUSIONS IN BARGAINING UNIT

Account Clerk

Administrative Clerk

Clerical Assistant

Housing Clerk

Housing Specialist

Inspection Clerk

Receptionist

Word Processing Clerk

Utility Worker Maintenance Repairer

Maintenance Repairer/Plumber

Maintenance Repairer/HVAC

Pest Control

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

APPENDIX "B" Continued

EXCLUSIONS FROM BARGAINING UNIT

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

Academic Achievement Coordinator	Chief Financial Officer
Mail Courier	Section 8 Director
Accountant	Community Outreach Coordinator
North Sector Property Manager	Section 8 Landlord/Client Coordinator
Accounting Assistant	Community/Partnership Manager
Paralegal	Collections Specialist
Accounting Research Assistant	Contracts Administrator
PC/Network Technician	Senior Accountant
Administrative Assistant	Crew Chief
Administrative Payroll Support Specialist	Site Manager
Legal Counsel	Door /Window Repair Specialist
Asset Manager	South Sector Property Manager
Procurement & Contract Manager	Elderly Services Coordinator
Asst. to the E. D. for Development/Special Projects	Staff Attorney
Project Facilitator	Executive Director
Assistant Finance Manager	Towers Properties Manager
Project Manager	Executive Secretary
Assistant Site Manager	Transitional Housing Coordinator
Public Safety Coordinator	Family & Community Services Director
Capital Improvements Coordinator	Transportation Director
Public Safety & Compliance Manager	Family Development Properties Manager
Capital Improvements Director	Zone Manager
Quality Control Specialist	Family Self-Sufficiency Coordinator
Central Maintenance & Contract Manager	Family Services Manager
Resident Employment Coordinator	Field Operations Director
Certification Specialist	Finance & Procurement Director
Scattered Sites Properties Manager	Foreman
Fraud & Compliance Manager	
Grant Coordinator	
HCV Supervisor	
HCV Manager Housing Inspector	
Home Ownership Coordinator	
Home Ownership Manager	
Human Resources Director	
Inspection Supervisor	
Leased/Public Housing Director	
Public Safety Director	
Purchasing Agent	
Purchasing Assistant	

APPENDIX C
 Compensation Schedule
 AFSCME Bargaining Unit
 Effective January 1, 2018

	A	B	C	D	E	F
	hire	1 yr	2 yr	3 yr	4 yr	5 yr
Account Clerk	15.61	16.72	17.72	18.74	19.75	20.86
Administrative Clerk	14.52	15.46	16.38	17.32	18.25	19.27
Clerical Assistant	13.64	14.54	15.44	16.34	17.23	18.22
Housing Clerk	15.67	16.79	17.72	18.67	19.60	20.63
Housing Specialist	16.27	17.32	18.35	19.41	20.44	21.59
Inspection Clerk	14.87	15.84	16.82	17.80	18.78	19.85
Receptionist	14.39	15.33	16.26	17.18	18.12	19.14
Word Processing Clerk	14.24	15.15	16.06	16.98	17.89	18.90
Utility Worker	16.13	17.16	18.21	19.23	20.28	21.42
Maintenance Repairer	19.42	20.71	21.98	23.28	24.56	26.52
Pest Control	19.50	20.28	21.09	21.93	22.80	23.71
Maintenance Repairer/Plumbers	27.34	28.32	29.33	30.33	31.32	32.20
Maintenance Repairer/HVAC	24.90	26.00	27.01	28.09	29.09	30.70