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STATE EMPLOYMENT  
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# Collective Bargaining Agreement

between

Cincinnati Metropolitan  
Housing Authority

and

The International Union of Operating  
Engineers, Local #20

*Effective through December 31, 2014*

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**ARTICLE 1  
RECOGNITION**

1.1 The Cincinnati Metropolitan Housing Authority (hereinafter "Employer" or "CMHA") hereby recognizes the International Union of Operating Engineers, Local #20 (hereinafter "Union"), as sole and exclusive bargaining agent for employees in the positions covered under this Agreement, with reference to all matters concerning wages, hours, and other terms and conditions of employment.

1.2 All full-time employees occupying the classification of HVAC Trainee (as long as the position is occupied) and HVAC Technician shall be covered under this Agreement in addition to any classifications included in the Union's original certification.

**ARTICLE 2  
MANAGEMENT RIGHTS**

2.1 Except to the extent that such rights are limited by an expressed provision of this agreement, the Employer shall have and retain all rights set forth in O.R.C. §4117.08 (C), all management rights and functions possessed by the Employer prior to entering into this Agreement, and such other rights as are usually and customarily regarded as reserved to management discretion.

2.2 The management rights reserved to the Employer hereunder include, but are not limited to, the following:

1. To determine matters of inherent managerial policy, which includes, but is not limited to, areas of discretion or policy, such as functions and programs, standards of services, the overall budget, and the utilization of technology and organizational structure. This includes the right to determine the existence of or non-existence of facts, which are the basis of CMHA management decisions, to establish practices necessary to carry out its mission, and the right to change or abolish such policies and/or practices based upon management's findings of fact.
2. To direct, supervise, evaluate or hire employees, to effectively direct the work force, to determine the amount of supervision necessary, and the method or process by which work is to be performed, to establish methods for evaluation of work performed, and to suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees.
3. To maintain and improve the efficiency and effectiveness of governmental operations, including the right to determine the frequency and type of services to be rendered, the purchase and control of materials, machines or equipment to be used, the number and type of facilities and locations; and, the discontinuation of any services, facility location, equipment, materials or method of operation.

4. To determine the overall methods, process or means by which operations are to be conducted, including the right to contract for materials, machines and equipment necessary to carry out its operations and, subject to the conditions of Article 20, to subcontract work.
5. To select and determine the number and type of employees required, including the right to determine when Employer efficiency requires the use of temporary, seasonal or part-time employees (provided that temporary, seasonal or part-time employees shall not displace any incumbent bargaining unit employee); and to assign work to such employees in accordance with requirements determined by the Employer.
6. To determine the adequacy of the work force, including the right to change work schedules and assignments or to layoff, terminate, or relieve employees from duty for lack of work or economic reasons, and to determine the facts as to the adequacy of the work force.
7. To determine the overall mission of the Employer.
8. To adopt, revise and enforce working rules and standards of conduct; to carry out cost control and general improvement programs; and to establish, change, combine or discontinue job descriptions and prescribe and assign job duties, content and classifications for any new or changed classifications.

**ARTICLE 3**  
**AGREEMENT CONSTRUCTION**  
**AND WAIVER CLAUSE**

3.1 The article or paragraph titles in this agreement are for editorial identification of their related texts and do not limit or control that text.

3.2 When used herein, words of either gender shall be construed as referring to both genders unless the context clearly requires otherwise.

3.3 In the event that any portion of this Agreement should be found to be unlawful by a court of competent jurisdiction, or any other body acting within its jurisdiction and in a quasi judicial capacity, the balance of this Agreement shall remain fully effective, and the Agreement in its totality shall be read as if the unlawful clause or provision was not included therein.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in full in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this

Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, provided, however that nothing herein contained shall be interpreted as precluding the right of the parties, assuming mutual agreement, to negotiate on any such subjects or matters which develop after entering into this Agreement.

**ARTICLE 4**  
**UNION DUES/FAIR SHARE FEE**

4.1 The Employer, for all employees who sign an authorization for union dues shall, in accordance with such authorization, deduct from the periodic pay, union dues. The Union shall advise the Employer, in writing, of the amount to be deducted. The Union shall designate, in writing, the address where the deductions shall be remitted.

4.2 It is agreed by and between the parties to this Agreement that certification by the Union of the dues to be deducted under any check off authorization constitutes an absolute defense to the Employer of any claim by employees or the Union that such dues have been illegally assessed or levied. It is further agreed that the Union will indemnify and hold harmless the Employer from any claim, loss, damage, expense or legal fees incurred by the Employer by reason of any action or inaction taken by the Employer in reliance upon any employee check off authorization or revocation thereof.

4.3 All employees in the bargaining unit who have not provided to CMHA a signed union dues check off authorization within sixty days after the effective date of this Agreement (or, for probationary employees hired

after the effective date of this agreement, within 60 days of the initial date of employment) shall pay a fair share fee in accordance with this Article.

4.4 The Union shall periodically certify in writing to CMHA, but not less than once per calendar year, the amount of the fair share, which shall represent only the non-member's proportionate share of Union expenditures germane to collective bargaining and shall in no event exceed regular periodic dues charged to Union members. Such certification by the Union shall be deemed to include the Union's certification that the computed fair share does not include any amounts that are not reflective of expenses germane to collective bargaining, that such fair share complies in all respects with Ohio Revised Code §4117.09(c), and that not later than the date the certification is provided to CMHA, all employees who are or may become subject to payment of the fair share fee have been provided with written notice. The written notice from the Union to employees shall: (a) adequately describe the basis for the fair share determination, including verification by an independent auditor; (b) describe the process by which employees can challenge the determination and receive a reasonably prompt decision from an impartial third party; (c) advise employees of the manner in which any such decision believed to be arbitrary or capricious can be appealed to SERB; and (d) advise employees that any portion of the fair share fee reasonably in dispute will be held in escrow pending resolution of the dispute.

4.5 CMHA will begin fair share fee deductions for all employees subject thereto for the first full pay period following receipt of the Union's certification of the amount of the fair share, and will remit such to the Union in accordance with the procedures of this agreement for remitting dues.

4.6 The Union agrees to indemnify CMHA, the members of the CMHA Board of Commissioners and all agents thereof, of and from any cost loss or expense, including damages and attorney fees, incurred by reason of any fair share deduction made in reliance on a Union certification.

**ARTICLE 5**  
**UNION REPRESENTATION**

5.1 The Employer shall recognize stewards as Union Representatives for the purpose of administering the Collective Bargaining Agreement and adjudicating grievances. Union Representatives shall also be recognized for the purpose of administering the Collective Bargaining Agreement. The Union has the right to conduct its internal affairs, as it deems appropriate, free of any intervention by the Employer.

5.2 No steward or aggrieved employee shall leave his/her assigned work in order to conduct Union business without prior approval from the immediate supervisor. No steward will be unreasonably denied the right to carry out his/her steward responsibilities when requested. The steward is obligated to provide the immediate supervisor with the following information forty-eight hours in advance:

1. Purpose of the Union business (i.e. grievance, disciplinary hearing, other);
2. The name of the steward and any employees involved, and
3. The actual time spent on Union business (from start to conclusion).

5.3 The Union staff representative shall be permitted reasonable access to work areas in order to conduct legitimate Union business. A staff representative must secure permission from the department head, or his/her authorized representative, in order to contact any employee on the Employer's time.

5.4 The Union is permitted a reasonable number of stewards. The Union will furnish the names of all stewards and officers acting in such a capacity, to the Employer at the time of their identification.

5.5 Time spent by the stewards in grievance handling during the steward's regularly scheduled hours will be paid by the Employer. Stewards who lose time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate for such time lost provided this allowance is not abused. All stewards will be considered to be on a regular eight-hour shift as far as grievance pay is concerned.

5.6 During contract negotiations, Bargaining Unit members who serve on the Union Negotiating Committee shall be paid for time spent in negotiations with Employer representatives during regularly scheduled work hours. The Union shall provide, in advance, the names of the Union Negotiating Committee. Such employees shall be assigned to the day shift for the period of negotiations. Release time from work for negotiations shall be for a period of no more than one-hour before and one hour after the scheduled meeting. Further extensions of time will be provided upon advanced approval from the Department of Human Resources. The Union's Committee shall number no more than three Employer's employees.

**ARTICLE 6  
UNION OFFICE**

6.1 The Steward(s) of the Union shall be provided access to a secure room to be utilized by the Union.

**ARTICLE 7  
PROBATIONARY PERIOD; EMPLOYEE EVALUATIONS**

7.1 All new employees in the Bargaining Unit shall serve a probationary period of ninety (90) days. At any time during a new employee's probationary period, the employee may be terminated for any reason without recourse to any of the procedures contained in this Agreement.

7.2 All new employees in the Bargaining Unit who are on their ninety (90) day probationary status will receive a performance evaluation to determine whether or not their performance is satisfactory.

7.3 Any employee who does not receive a final performance report on or before the last day of the probationary period shall be deemed to have successfully completed probation.

7.4 All employees in the Bargaining Unit will receive an annual performance evaluation. The evaluation will be discussed with the employee and the employee will be given a copy of the evaluation.

**ARTICLE 8  
SENIORITY**

8.1 Seniority shall mean the employee's length of continuous service with the Employer from his/her most recent date of hire or assignment to regular full-time

permanent status in this Bargaining Unit, including time prior to the original effective date of this Agreement.

8.2 Probationary employees shall not acquire seniority during their probationary period. Upon successful completion of the probationary period, employees shall acquire seniority retroactive to the first day of the probationary period.

8.3 An employee shall lose his/her seniority if:

1. Employment with the Employer is terminated for any reason;
2. The employee accepts a position with the Employer, which is not in this Bargaining Unit;
3. The employee is on layoff for a period exceeding twelve consecutive months.

8.4 On or before January 15 and July 15 of each year, the Employer will provide to the Union two copies of a seniority list showing the seniority of each employee in the bargaining unit as of the prior January 1 or July 1. Any employee shall have ten (10) working days after transmission of the list to the Union to question in writing his/her position on the list. All objections not presented in writing within said ten- (10) day period shall be deemed permanently waived. If written questions are received within the ten-day period, the Employer will review the list in consultation with the Union, and revise the list as appropriate. In the event that more than one employee is hired on the same date, the employee with the lowest employee number shall be considered to have the higher seniority.

8.5 The Employer will consider seniority in connection with overtime, vacation selection, the filling of vacancies and layoffs as set forth in this agreement.

**ARTICLE 9  
REDUCTIONS IN FORCE**

9.1 In the event a reduction in force is necessary, the employee having the least seniority (as defined in Article 8 of this agreement) shall be laid off first.

9.2 Probationary employees in a classification will be terminated before any full-time employee in the bargaining unit provided that the senior employee possesses the qualifications for the classification.

9.3 The Employer agrees to give a minimum of two weeks notice to affected employees prior to any layoff.

**ARTICLE 10  
VACANCIES AND TRANSFERS**

10.1 All vacant positions in the Bargaining Unit will be posted in CMHA offices for a period of seven (7) calendar days. Any employee of CMHA who meets the qualifications, as listed on the posting, may apply for the vacancy. The most qualified available candidate will fill positions. If qualifications are approximately equal, preference will be given to the most senior employee in the Bargaining Unit who has applied for the position. Current CMHA employees will be given preference for filling vacant positions in the Bargaining Unit prior to consideration of outside candidates.

10.2 To the extent practicable and when consistent with this agreement, employees will be placed in

positions in the Bargaining Unit where their highest skills will be best utilized.

10.3 When transfers of employees are necessitated by organizational changes, the Employer will, to the extent practicable, place the affected employees in positions, which will permit them to retain their salaries.

10.4 Requests for transfer will be considered only after the employee has completed his/her probationary period.

10.5 When deemed necessary by the Employer for efficient operation, employees may be temporarily assigned to work at a higher job classification than the employee's normal classification. If a temporary assignment to a higher classification continues for more than three (3) working days within a 30 day period, the employee will be compensated at the entry level rate of pay for the higher classification for all time worked in excess of three (3) days. If the employee is absent from work with pay during the course of a temporary assignment at higher pay, the absence will be paid at the employee's normal rate of pay.

#### **ARTICLE 11 DISCIPLINARY POLICY**

11.1 An employee can be disciplined for any reason constituting just cause. Depending on the seriousness of the offense and the employee's record of previous conduct, disciplinary action can range from verbal reprimand to dismissal. New employees who are on a ninety-day (90) probationary status are not entitled to an administrative disciplinary hearing.

11.2 Following are the usual actions taken in sequence in dealing with employee offenses. It is not required that every step be taken in every case; gross and extreme misconduct can result in a recommendation for immediate dismissal. Bargaining Unit employees shall have the right to Union representation at all disciplinary proceedings. Management will provide the Business Manager, Shop Steward and charged employee with its disposition within ten working days of the pre-disciplinary hearing.

1. Verbal Reprimand: This will take the form of a personal reprimand from the immediate supervisor that the employee has violated some rule or policy and include a warning that such behavior is not to be repeated. While this is the lightest form of penalty, it should be taken seriously. The supervisor must make a written note of the warning, and a copy shall be provided to the employee.

2. Written Reprimand: This is a reprimand and warning to the employee in writing with a copy filed in the employee's official personnel record. A written reprimand is appropriate when the offense is more serious or when a verbal warning is ignored. A written reprimand is a serious matter.

3. Suspension: An employee may be suspended without pay when performance or behavior is deemed severe. Such action is recommended by the Department of Human Resources following an informal hearing requested by the department director.

An employee may be suspended from duty without pay for a period not to exceed fifteen (15) working days pending investigation of charges where the presence of the employee at work constitutes a hazard either to CMHA or to the employee. If investigation does not bear out the charges and the employee is retained, the employee will be paid for the period of suspension.

4. Dismissal: An Employee cannot be dismissed without a formal hearing conducted by the Executive Director or his/her designee. The purpose of the hearing is to investigate the facts, present them to the employee and allow the employee to respond to the charges. The employee will be notified in writing at least five (5) working days prior to the date of the scheduled hearing. The notification will state the charges in general terms and advise the employee of rights to representation. Failure to appear for the hearing or to respond to the notification will be regarded as voluntary acceptance of dismissal. The employee will be provided a written copy of the disposition from the hearing.

All actions under this section are appealable under the Grievance Procedure.

11.3 Nothing contained in this Agreement shall prevent the imposition of discipline for any reason constituting just cause.

11.4 Nothing contained in this Agreement shall be interpreted to require the Employer to engage in progressive discipline, and the severity of any

disciplinary penalty when just cause for discipline is found shall be at the discretion of the Employer.

11.5 The disciplinary procedure specified in this Article shall apply only to disciplinary actions based upon employee misconduct, including unsatisfactory job performance. Such procedures shall not apply to layoffs or terminations due to lack of work or organizational restructuring, demotions or terminations due to lack of ability, or any other matters not based upon employee misconduct.

11.6 An employee who has received discipline and remains free of formal discipline for a period of two (2) years shall not have his/her prior discipline referred to in any subsequent disciplinary proceeding. Such discipline shall not be considered in determining the appropriate discipline within the progressive disciplinary process.

## **ARTICLE 12 GRIEVANCE AND ARBITRATION**

12.1 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

### ***Step One***

The issue shall be presented by the employee, in writing, to his immediate supervisor within seven (7) business days of the date of the occurrence unless it is an issue involving a violation of Article 14 for which the issue shall be presented in writing by the employee to his/her immediate supervisor within

sixty (60) calendar days of the date of occurrence. The resolution of a grievance presented at Step One must be completed and documented within seven (7) business days following the presentation of the grievance to the supervisor. Grievances processed to the second step of the procedure shall be endorsed by the Shop Steward.

**Step Two**

If no agreement is reached at Step One, the grievance shall be reduced to writing by the employee, signed, endorsed by the Shop Steward, and presented to the department director within the next seven (7) business days. In the absence of the department director, the grievance shall be presented to the Department of Human Resources, who will note the timely filing. The grievance will be given to the department director as soon as possible. The department director shall note his/her disposition of the grievance and return the grievance to the Shop Steward no later than seven (7) business days following presentation of the written grievance.

In the event the Director fails to return the grievance within the specified time, the grievance shall be deemed denied.

**Step Three**

In the event the Union is dissatisfied with the disposition of the grievance at Step Two, the grievance shall be presented by the Union to the Department of Human Resources within seven (7) business days following receipt of the decision at Step 2. Within ten (10) business days thereafter, the Union, the grievant and a representative selected by the Department of Human Resources shall meet to discuss the grievance. If the

grievance is settled at the grievance meeting the settlement shall be reduced to writing and signed by the Union and the Employer, with a copy delivered to the employee within ten (10) business days. If the grievance is not settled at the grievance meeting, the designee selected by Department of Human Resources shall, within ten (10) working days of the date of the meeting, deliver the Employer's final written position to the Business Manager and Shop Steward.

**Step Four**

In the event that the Union is dissatisfied with the decision of the Employer at the third step of the grievance procedure, the Union may, within thirty-one (31) business days following receipt of the Employer's third step response, demand arbitration by written notice to the Employer.

12.2 Any grievance not presented in accordance with the time limitations stated in this Article shall be deemed to be adjusted or waived. If the Employer fails to deliver its final written position at Step Three in accordance with the time limitation set forth therein, the Employer shall be deemed to have accepted the Union position. The Employer and the Union may mutually agree in writing to an extension of the time limitations for presentation of a grievance or a response to a grievance.

No settlement of any grievance shall constitute a change, modification or addition to the Collective Bargaining Agreement unless specifically so stated in the written grievance settlement.

12.3 Any arbitration conducted pursuant to this Article shall proceed in accordance with the labor arbitration rules of the American Arbitration Association.

The failure to demand arbitration in accordance with the time limitation of this Article shall constitute a waiver of the right to arbitrate, unless the Employer and the Union agree in writing to an extension of such time.

The award of the arbitrator selected by the parties upon any grievance within his/her jurisdiction shall be final and binding upon the parties to this Agreement and the aggrieved employee. The fees and expenses of the arbitrator, as well as the cost of furnishing the hearing room, if any, shall be borne equally by the Employer and the Union.

In all arbitration conducted under this Article, the arbitrator shall have no authority to add to, detract from, or in any way alter the provisions of this Agreement. The arbitrator shall have no authority to reduce a disciplinary penalty, if the acts of the employee giving rise to the discipline are found to constitute just cause. The arbitrator shall have no authority to award punitive or compensatory damages, but shall have jurisdiction to award back pay and/or benefits.

12.4 Nothing contained herein shall be construed as preventing the Employer and the Union from settling by mutual agreement any dispute or grievance prior to receiving a final decision by the arbitrator.

**ARTICLE 13**  
**SAFETY**

13.1 The Employer and the Union acknowledge a joint responsibility to maintain a safe work place. Accordingly, it is agreed that the Union will use its best efforts to assure that all employees adhere to any established Employer or governmental safety rules and practices.

13.2 All on-the-job injuries must be reported to a supervisor immediately.

13.3 The employer shall maintain the Safety Committee, which will include one member of the Bargaining Unit. The committee will meet not less than monthly to review safety issues that affect the Bargaining Unit unless the committee determines in any such month that no safety issues require review.

13.4 The Employer will provide the proper safety equipment and protective clothing to those employees who are required to use the equipment to perform their job assignments and will continue to promote safe working conditions for all members of the bargaining unit.

The Union will encourage safety in all matters with its members and will promote the safety rules and regulations established by the Employer's Safety Program.

13.5 The Employer Safety Committee Functions:

1. Investigate and recommend corrective action for any unsafe practice or working condition, which is brought to its attention;
2. Recommend areas where new or additional safety equipment may be needed;
3. Offer advice regarding safety literature and training materials which might be utilized by the Employer; and

4. Help disseminate information to employees about pertinent Federal and State safety laws and regulations.

Members of the Employee's Safety Committee will serve with no loss of pay.

**ARTICLE 14**  
**EQUIPMENT RESPONSIBILITIES AND LIMITATIONS**

14.1 Employees in this bargaining unit will operate, maintain, and install all HVAC and hot water systems in CMHA-owned offices and single and multi-family dwellings with the exception of:

1. Residential gas or electric water heaters under 50 gallons and less than 200,000 B.T.U.
2. Electric hot water heaters, electric sub stations and pits.
3. Back flow preventers and water pressure regulators that are not connected directly to the heating and cooling systems.
4. Bargaining unit employees shall not be required to remove asbestos from any CMHA property for any reason whatsoever.
5. Residential and light commercial circulating fans, heaters, filters for residential equipment, and installation and /or removal of window air conditioners.

14.2 Employees in this bargaining unit will:

1. Service, maintain, repair, install and operate steam, hydronic, forced air and electric

heating systems, heat pumps, and central or window air conditioning units.

2. For Domestic Boilers: 200,000 BTU or 50 gallons and above:

a. File all necessary papers and/or forms with the state;

b. Make gas connections within 6 feet of boilers or the first gas cock;

c. Make flue connections;

d. Provide all power and control wiring from the first disconnect to the boilers;

e. Start up new system and check out functions; and

f. On boiler removals, IUOE shall disconnect the first 6 feet of gas line to the boilers or the first gas cock, disconnect all flue connections, and disconnect all power and control wiring from first disconnect to boilers.

3. For Domestic Heat Exchanger Systems: 200,000 BTU or 50 gallons and above:

a. Same responsibilities as set forth in 2a-f above; and

- b. IUOE shall replace heat exchanger bundles.
- 4. Maintain hot water to the first valve out of the hot water heater or storage tank.
- 5. General welding related to HVAC operations.
- 6. Maintain roof vent fans and exhaust fans and motors.

Work customarily performed by employees within the Bargaining Unit shall not be performed by supervisors or other personnel not included within the Bargaining Unit unless such work is deemed necessary due to an emergency, for increased efficiency, when safety may be in jeopardy, or when duties are included within Article 14.1.5 (provided that no Bargaining Unit personnel who have completed their probationary period will be laid off as a result).

**ARTICLE 15**  
**TOOLS, EQUIPMENT AND SUPPLIES**

15.1 The Employer agrees to provide all tools, equipment and supplies reasonably necessary for completion of Bargaining Unit work. These tools and equipment will be inspected by the Supervisor or his/her designee periodically. Broken and missing standard issue hand tools will be replaced within a reasonable time frame, not to exceed forty-five (45) days.

15.2 The employee will fill out a form describing the loss or damage to the tool or equipment. The form agreed upon by the Employer and Union and supplied by the Employer will be signed and dated by the

supervisor and employee. A copy will be given to the employee.

15.3 If an employee chooses to use his/her own tools or equipment, and stores the items on CMHA property, the employee does so at his/her own risk. Such tools must be in a safe and workable condition. The Employer assumes no liability for personal tools and other equipment, which may be lost, stolen, damaged or destroyed in the course of work, or while, kept on CMHA premises.

15.4 Employees are not authorized to borrow CMHA tools, equipment or supplies for personal use, either on or off the premises.

15.5 In the event tools, equipment or supplies issued to an employee for use in performing his/her duties are lost, stolen, or damaged, it is the employee's responsibility to report such loss to the supervisor. The supervisor will investigate the circumstances of the loss. If the supervisor determines that the employee is liable for the damage or loss, the supervisor will inform the employee of the determination, charge the employee for the reasonable value of the property and reissue replacements as appropriate. Employees may reimburse CMHA by check or through payroll deduction.

15.6 Tools, equipment and supplies provided to employees by the Employer for use in performance of their duties (including but not limited to identification cards, health benefits cards, uniforms, beepers, portable phones, computer, keys, rainwear, safety hats) remain the property of the Employer and must be returned upon termination of employment. The cost of any outstanding property will be deducted from the employee's final paycheck.

15.7 A tool locker will be provided by the Employer for the HVAC Technicians at their assigned work area, which is defined as the place where the employee reports to work.

**ARTICLE 16  
UNIFORMS**

16.1 The Employer agrees to provide ten (10) changes of uniform and one jacket of design, weight and fabric as determined appropriate by the Employer, to each employee who occupies a position in the Bargaining Unit and two (2) pairs of bib overalls for the HVAC personnel as previously provided, together with cleaning and maintenance. It is understood that such uniforms will remain the property of the Employer and/or the Employer's uniform supplier, and, upon termination of employment, the employee shall return such uniforms or be charged by the Employer.

16.2 Employees may wear T-shirts where hot working conditions exist. The T-shirts must be in accordance with acceptable uniform standards and must bear the CMHA logo to allow for easy identification by residents. The T-shirt may bear the Union logo, which may not be larger or more prominent than that of the CMHA logo. T-shirts with any other insignia or message may not be worn.

16.3 T-shirts shall not be worn in the steam pits or other areas where exposure to hot pipes or steam is expected. Any Employee who chooses to wear a T-shirt shall keep a long-sleeve uniform shirt in his/her locker in the event he/she is assigned duties in an exposed area.

16.4 A personal locker, to be used to keep the employee's personal items secure while at work, will be

provided by the Employer at the employee's assigned work area, defined as the place where the employee normally reports for work. Uniforms will be available at the location where an employee normally reports for work.

**ARTICLE 17  
CONFLICT OF INTEREST**

17.1 No employee shall knowingly have any interest, direct or indirect, in any property included or planned to be included in any project of CMHA; nor knowingly have any interest, direct or indirect, in any contract or proposed contract for materials or services to be used by CMHA. If such interest was acquired prior to employment, the employee is obligated to disclose his/her interest immediately, in writing, to the Department of Human Resources. Also, no employee shall accept employment with an outside employer that derives its funds, in whole or in part, from activities of CMHA.

17.2 An employee shall not benefit financially by reason of the activities of CMHA with outside parties. Where doubt exists, legally or ethically, the employee shall take the initiative of calling the matter to the attention of the Department of Human Resources for ruling and guidance.

**ARTICLE 18  
GRATUITIES; KICKBACKS;  
USE OF CONFIDENTIAL INFORMATION**

18.1 Employees shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

**ARTICLE 19**  
**OUTSIDE EMPLOYMENT**

19.1 Employees may have outside employment provided that it does not interfere with their duties with CMHA and provided further that the outside employer is not an entity deriving its funds, in whole or in part, from activities of CMHA. Any outside employment must be reported to the Department of Human Resources before the employment commences.

**ARTICLE 20**  
**SUBCONTRACTING**

20.1 The Employer agrees that it will not subcontract work normally performed by Bargaining Unit employees except under the following circumstances:

1. Where capital improvements or repairs can be completed more economically by a subcontractor than by Bargaining Unit personnel, provided, however, that no Bargaining Unit personnel who have completed their probationary period will be laid off as a result of the exercise by the Employer of the contracting rights contained herein;

2. Where it appears that repairs cannot be completed by Bargaining Unit personnel in an acceptable time frame; or

3. When service and/or repairs are provided by a manufacturer under manufacturer's equipment warranties.

4. When the employer is engaged in the renovation, demolition or rehabilitation of fire damaged units and the work of all bargaining units and crafts is being contracted as well.

Nothing contained in this Article shall be construed to prohibit the subcontracting of any work where Bargaining Unit personnel lack the necessary skill, knowledge or equipment to perform the work.

**ARTICLE 21**  
**WAGES**

21.1 A 2% Wage increase shall be effective January 1, 2012. A 2% Wage increase shall be effective January 1, 2013 and January 1, 2014. The wage rates will be as follows:

Classification	January 1, 2012	January 1, 2013	January 1, 2014
HVAC Technician	\$24.07	\$24.55	\$25.04
HVAC Trainee 1	\$14.39	\$14.68	\$14.97
HVAC Trainee 2	\$16.79	\$17.03	\$17.37
HVAC Trainee 3	\$18.62	\$18.99	\$19.37

**ARTICLE 22**  
**HOURS OF EMPLOYMENT**

22.1 The Employer reserves the right to change the starting times of recognized shifts customarily worked as of the date of inception of this Agreement, upon five (5) working days advance notice to the Union and affected employees. The normal work day shall consist of eight (8) hours with a forty (40) minute non-paid lunch, The normal work week shall be forty (40) hours beginning Saturday at 12:00 A.M. and concluding at 11:59 P.M. the following Friday. The normal work week shall consist of five (5) normal work days except where there shall be variable hours by mutual agreement between the union and management. Nothing contained herein shall prohibit the parties from mutually agreeing to a work day duration of more than eight (8) hours. In the event the parties agree to a work day duration in excess of eight (8) hours, the description of the work day shall be adjusted accordingly.

22.2 In the case of shift scheduling for HVAC Technicians and Trainees, at the beginning of the heating season (generally in October) the supervisor will post the completed shift schedule no later than ten (10) working days prior to the starting date of said schedule.

**ARTICLE 23**  
**OVERTIME**

23.1 Overtime will be paid at the rate of 1½ times the employee's straight time hourly rate. Overtime will be paid:

1. For all hours worked in excess of forty (40) worked by the employee during the week; and

2. For all hours worked in excess of the normally scheduled workday.

23.2 For purposes of calculating hours worked in excess of 40 during any week, holiday pay and approved vacation leave are considered hours worked, sick leave being excluded. The workweek for all employees commences at 12:00 a.m. Saturday and concludes at 11:59 p.m. the following Friday. It is also understood that no hours worked which are compensated at time and one-half under any other provision of this agreement shall be counted more than once for the purposed of calculating overtime.

23.3 It is understood that by reason of the nature of the responsibilities of employees in the Bargaining Unit, overtime work is mandatory when requested by supervisory personnel. If no available employee in the relevant classification desires overtime, the Employer will fill overtime requirements with the least senior available employee in the classification.

23.4 Overtime will be paid only when authorized or requested by supervisory personnel.

23.5 Employees in the Bargaining Unit will not receive compensatory time off in lieu of overtime pay.

#### **ARTICLE 24 CALL BACK PAY**

24.1 All callbacks shall be paid at the rate of time and one-half (1/2) with the minimum of three (3) hours. In addition, the employee will receive an extra \$.45 per hour for all hours actually worked. If a subsequent emergency call back occurs less than three (3) hours after the initial call, the employee will be paid for both

call backs on the basis of total hours actually worked, or the three (3) hour minimum, whichever is greater.

24.2 For callbacks during nighttime hours, the Employer will make a good faith effort to call back two employees when deemed necessary to help ensure the employee's safety.

24.3 The overtime callbacks will be assigned based on seniority by rotating through the HVAC Technicians, starting with the most senior. Employees must be eligible drivers under the terms and conditions of the CMHA auto liability policy to qualify for call backs, however, an employee shall not be precluded from call back as part of a two person crew where the other employee is an eligible driver.

1. The Employer will make a maximum of four (4) calls to HVAC Technicians to fill the two spots for the overtime.

2. If no HVAC Technician accepts the overtime voluntarily, then the least senior HVAC Technician in the overtime rotation will be compelled to accept.

24.4 Any employee required to carry a company issued communication device in order to assure his/her availability for call-in during the week shall receive three (3) hours pay per weekend day and holiday if not called in. If an employee does not respond to the company issued communication device or a telephone call, then extra pay under this section will be forfeited. The employee shall be subject to disciplinary action if circumstances indicate a willful neglect of duty.

24.5 Employees carrying the company issued communication device during the work week shall have

use of a company vehicle to travel to and from work during his/her beeper duty. The Primary call back employee will be assigned a CMHA vehicle for the call back period. The vehicle may be driven home, but may not be used for any other purpose than to respond to the call backs. No vehicle may be driven home if the employee's residence is more than 20 miles from the location where the vehicle is to be picked up. The department director may grant exceptions as determined to be feasible. The vehicle must be returned at the end of the call back period, except in the case when the call back period ends on a holiday. In that instance, the vehicle must be returned on the next regular working day. If the employee is unable to report for work when the vehicle is due back, it will be retrieved by other CMHA personnel.

24.6 If an employee on call back cannot respond due to an emergency, it is the employee's responsibility to notify the on-call Supervisor immediately. If the Supervisor cannot be reached, the employee must notify the answering service.

#### **ARTICLE 25 EARLY CHECK RELEASE**

25.1 Under no circumstances may a paycheck be cashed prior to 12:01 A.M. on payday. Employees who violate this provision will no longer be eligible for early check release on Thursday afternoon.

#### **ARTICLE 26 HEALTH INSURANCE**

26.1 The employer will continue to offer the current health care coverage for the term of this agreement and may offer alternative health care coverage for

employees to choose unless, by mutual agreement, the parties re-open contract negotiations on the health care article only.

26.2 For the term of this agreement, the Employer agrees to pay up to the following monthly amounts towards the premium of the offered health insurance for each qualified full time employee who elects coverage:

	<u>SINGLE</u>	<u>FAMILY</u>
2012	\$330	\$920
2011	\$364	\$1012
2011	\$400	\$1114

26.3 For those who elect a health care plan that offered by CMHA, in addition to the monthly contribution CMHA will provide towards the premium of the offered health insurance, CMHA will provide the following annual amounts to be known as CMHA "Flex Dollars":

	<u>SINGLE</u>	<u>FAMILY</u>
2012	\$500	\$600
2013	\$500	\$600
2014	\$500	\$600

26.4 CMHA Flex dollar amounts will be divided as equally as possible and deposited into special accounts by the second pay period of each quarter.

26.5 Flex dollars are meant to be utilized for qualified dependant care (i.e. child care) or qualified medical expenses. Employees shall be afforded the opportunity to choose how much of their Flex Dollars are to be dedicated to either qualified medical or qualified dependant care costs. The amounts shall be utilized for either qualified medical or dependant care costs.

26.6 Employees in the bargaining unit who are eligible for health insurance coverage may receive an annual cash incentive of \$600 for declining insurance coverage through CMHA, provided the following conditions are met:

1. The employee must present verification of other health insurance coverage through a spouse; and
2. The employee may not re-enroll for the twelve month period unless the alternative coverage is terminated due to circumstances beyond the employee's control, specifically a spouse's loss of job, death or divorce, referred to hereafter as a life change event; and

26.7 Re-enrollment requests made outside of the annual Open Enrollment period are subject to the rules and determinations imposed by the insurance carrier.

26.8 The incentive payment will be made one year from the date the employee signs a waiver of insurance and on the anniversary date thereafter if such waiver remains in effect.

26.9 The Employer agrees to contract with the Public Employee's Assistance Program (PEAP) to provide EAP Services for employees covered by this agreement.

26.10 The employee will receive an annual cash payment of \$300 for converting from family to single coverage.

**ARTICLE 27  
RETIREMENT**

27.1 Unless exempted by law, all members of the Bargaining Unit are required to participate in the Public Employees Retirement System of Ohio (PERS) and will be governed by the rules and regulations of that system.

**ARTICLE 28  
HOLIDAY SCHEDULE**

28.1 There are eleven paid holidays provided and observed as follows:

HOLIDAY	DAY
New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	25 <sup>th</sup> of December

28.2 If the holiday falls on a Saturday, it will be observed on Friday; if the holiday falls on a Sunday, it will be observed on Monday. However, for employees responsible for 7-day continuous operations, holidays falling on Saturday or Sunday will be observed on the actual date of the holiday rather than Friday or Monday.

28.3 Employees working on the date CMHA observes a holiday will receive time and one-half for all hours worked on the holiday, in addition to 8 hours holiday pay.

28.4 If the employee is off duty on authorized absence either the workday before or the workday after a holiday the employee will be paid for the holiday. If the employee is absent without authorization either the day before or the day after a holiday the employee will not be paid for the holiday. If the employee is off without pay for any reason at least one half day on both the day before and the day after a holiday the employee will not be paid for the holiday.

28.5 If the employee is absent without leave on a holiday, which the employee is scheduled to work, the employee will lose both the pay for the day and the pay for the holiday.

28.6 If a holiday falls during a scheduled vacation period or while the employee is on authorized sick leave the employee will be paid for the holiday and it will not be charged to vacation or sick leave.

28.7 A new employee is paid for holidays, which occur during the probationary period.

**ARTICLE 29**  
**VACATION LEAVE**

29.1 Full-time permanent employees hired in the Bargaining Unit after February 28, 1992 will receive vacation with pay, which accrues according to the following schedule:

<b>Years of Service</b>	<b>Days of Vacation</b>
0 years but less than 6 years	10 days (3.08 hours/pay period)
6 years but less than 11 years	15 days (4.62 hours/pay period)
11 years but less than 20 years	20 days (6.16 hours/pay period)
20 years or more	25 days (7.70 hours/pay period)

29.2 Employees continuously employed in the bargaining unit prior to February 28, 1992 will receive vacation with pay, which accrues according to the following schedule:

Years of Service	Days of Vacation
0 years but less than 10 years	15 days (4.62 hours/pay period)
10 years but less than 11 years	18 days (5.54 hours/pay period)
11 years but less than 20 years	20 days (6.16 hours/pay period)
20 years or more	25 days (7.70 hours/pay period)

29.3 A month of service is defined as any calendar month in which the employee has been given service credit for at least ten (10) days of that month. Service credit includes actual days worked, holidays, vacation days, personal days and paid sick leave.

1. Absences without pay, authorized or not, do not earn service credit.

29.4 Vacation is to be taken within the vacation year in which it is due.

1. A maximum of 20 vacation days (160 hours) can be carried over into the next vacation year. The vacation year ends on the pay period closing which includes New Year's Day.
2. At the end of the vacation year, vacation balances, which exceed 160 hours, will be paid off. Cash payment for excess vacation shall be paid at a rate of one hour's pay for every one hour of vacation cashed in.

3. Employees with less than six years of service must take at least five full days of vacation every 12 months. Employees with more than six years of service must take at least ten full days of vacation every 12 months.

29.5 Vacation preferences will be granted on the basis of seniority. Employees must submit vacation requests between January 1 and May 1 for the year. Thereafter, requests will be considered in the order received and as the workload permits.

29.6 Vacation shall be used in a minimum of ½ hour intervals. Vacation time may not be used to cover for an employee's tardiness in reporting to work.

29.7 When an employee separates from a job with CMHA any vacation leave earned but not yet taken will be paid. New employees who leave during the initial probationary period are not entitled to vacation pay.

Should an employee die while in service, vacation leave due but not yet taken will be paid to the estate, provided that the initial probationary period has been completed.

#### **ARTICLE 30 PERSONAL/SICK LEAVE**

30.1 Employees in the bargaining unit will accrue one hundred (100) hours of Personal Leave at a rate of 3.85 hours per pay period.

30.2 Personal Leave will accrue separate from any accrued vacation time.

30.3 Personal Leave shall be accrued for any month in which the employee has achieved a month of service. A month of service is defined any calendar month in which the employee has been given service credit for at least ten (10) days of the month. Service credit includes actual days worked, holidays, vacation days, Personal days, and Paid Sick Leave.

30.4 Personal Leave should be requested in advance and will be approved at the discretion of the departmental supervisor.

30.5 Personal Leave shall only be used in half (1/2) hour increments.

30.6 Unscheduled Personal Leave shall be defined as usage of Personal Leave without approval of the immediate supervisor by the end of the preceding regularly scheduled shift. Such notification requirement is left to the discretion of the immediate supervisor as to the determination of scheduled, unscheduled, approved or unapproved.

30.7 More than one incident of unscheduled Personal Leave may result in discipline.

30.8 When unscheduled usage of Personal Leave is to last more than three (3) consecutive day(s), proper documentation must be provided as to the reason. For those instances where medical justification is provided, Article 30.7 shall not apply.

30.9 At the last pay period of the calendar year, up to sixteen (16) hours of Personal Leave will be carried over to the next calendar year. Any other hours of Personal Leave that remain unused shall be converted to Sick Leave.

**SICK LEAVE**

30.10 Sick Leave must be used for the following reasons:

1. According to the provisions of Article 31 (Family Medical Leave).
2. Bereavement leave.

30.11 At separation from employment, all accrued Personal Leave shall convert to Sick Leave.

30.12 Employees taking retirement in accordance with the provisions of the Ohio Public Employers Retirement System with a Sick Leave balance at the time of retirement shall be paid as follows:

1. Employees hired before July 1, 2003 shall be paid at a rate of one (1) hour of pay for each two (2) hours of Sick Leave up to a maximum of 1,600 hours (for a total of 800 hours of pay). Any balance of Sick Leave in excess of the initial 1,600 hours shall be paid at the current rate of pay, per the schedule below.

30.13 Sick Leave that has accrued throughout employment shall be paid, upon the employee's separation from employment, except for a termination for cause, according to Article 30.12 (if applicable) and according to the following schedule at their current hourly rate of pay:

<b>Most Recent Length of Continuous Service with CMHA</b>	<b>Accumulated Short Term Leave to be Paid</b>
<b>Less than 5 years</b>	<b>0%</b>
<b>5 years but less than 10</b>	<b>15%</b>

years	
10 years but less than 15 years	20%
15 years but less than 20 years	25%
20 years but less than 25 years	30%
25 years but less than 30 years	35%
30 or more years	40%

30.14 Up to sixteen (16) hours of accrued Sick Leave shall be converted to Personal Leave, for immediate availability of use by bargaining unit members when this collective bargaining agreement is approved and placed in effect.

**ARTICLE 31  
FAMILY AND MEDICAL LEAVE**

31.1 For any personal illness or medical condition, that qualifies under the Family Medical Leave Act (FMLA) (e.g. pregnancy, surgery), which is expected to keep the employee off work for more than five (5) days, the employee must submit a written request for FML. Except in the case of an emergency, requests for FML must be submitted in advance to the Department of Human Resources.

31.2 In accordance with FMLA, the Employer will provide eligible employees with up to twelve (12) weeks of unpaid leave during any rolling twelve-month period for any of the following reasons:

1. A serious health condition that causes the employee to be unable to perform one or more essential functions of his/her position; or

2. To care for the employee's spouse, child (18 years or younger) or parent who suffers from a serious health condition; or

3. The birth, adoption or foster placement of a child with the employee.

4. Due to a "qualifying exigency" (as the Department of Labor shall, by regulation, determine) because the employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

5. Additionally, an employee who is the spouse, son, daughter, parent, or next of kin of a "covered servicemember" is entitled up to a total of 26 weeks of leave during a 12 month period to care for the covered servicemember

31.3 An employee taking Family Medical Leave must use any available accrued sick leave and may use vacation for leave.

31.4 FML is only available to employees who have been employed for at least twelve (12) consecutive months and have worked at least 1,250 hours during the previous twelve-month period.

Unless specifically authorized by the Human Resources Department, a leave of absence will not be granted to engage in employment elsewhere (or to perform services for yourself or another person or entity) and any employee who engages in employment (including self-employment) or performs services elsewhere while on a FMLA leave of absence or personal leave without pay will be considered to have voluntarily resigned.

31.5 During an approved FML, the Employer will continue to pay the employer's share of the health insurance premium. The employee must continue to pay the employee contribution in order to maintain coverage.

31.6 Upon application for FML, the employee will be notified, in writing, of policies governing the leave, reporting requirements, etc.

31.7 Donated Time: All regular employees of the bargaining unit shall be eligible to donate and/or receive donated time. The donated time is to allow employees to assist in relieving the hardship, which an employee may suffer as a result of an extended illness.

1. Employees are eligible to receive donated time only if:

1. S/he does not have any pending disciplinary action;

2. S/he has not previously abused sick leave; and

3. S/he has exhausted all available leave.

2. The Chief Steward will forward the request for donated time to the Department of Human Resources, who will verify the employee's eligibility in accordance with this article.

3. The time donated will be converted at a rate equal to the employee's base pay rate. Employees receiving donated time will receive time at their base pay rate.

4. Employees may not receive donated time in lieu of disability retirement.

5. Donated time does not qualify the recipient for additional vacation or sick leave accrual.

6. Vacation time may be donated at any time during the calendar year. Time must be donated in one-hour intervals.

7. In no case may donated time be used to extend an employee's service date for retirement purposes.

#### **ARTICLE 32 BEREAVEMENT LEAVE**

32.1 In the event of death in the family (defined as mother, father, brother, sister, stepsibling, stepchild, adopted child, child, current spouse, parent of current spouse, grandparent, grandchild or legal guardian), an employee shall qualify for bereavement leave with pay for up to three consecutive work days (24 hours).

32.2 In the event of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, leave time with pay of up to one eight (8) hour work day may be taken in order to attend the funeral.

32.3 One additional bereavement day will be allowed for travel out of town at a distance of 100 miles or more from Cincinnati.

32.4 At the discretion of the supervisor, additional vacation leave may be taken for bereavement purposes.

32.5 Bereavement pay will be provided only on regularly scheduled workdays, and will be paid at the employee's base rate of pay. Bereavement leave will not be granted for any period during which the employee is already in an unpaid leave status, military leave, disciplinary suspension, voluntary unpaid leave or absence without leave.

32.6 If requested by the supervisor, the employee shall submit proof of death and relationship.

32.7 A request for bereavement leave will not be approved for absences not taken within seven calendar days following the date of the funeral.

32.8 Time claimed, as bereavement leave will be charged to the employee's sick leave balance.

### **ARTICLE 33 MILITARY LEAVE**

33.1 An employee ordered to report for a pre-induction physical shall be given time off with pay by showing his military orders to his immediate supervisor. Time taken for periodic physicals for reserve status training is not paid time.

33.2 Regular full-time permanent employees who are members of any military reserve component are entitled to receive a leave of absence for military field training or active duty for a period not to exceed 176 hours per calendar year with no loss of pay. Such a leave will be granted by the Department of Human Resources upon receipt of orders from proper military authorities. Military training leave does not apply to short, repetitive periods of military service.

Upon return to work, the employee must submit a copy of the military pay voucher. Upon receipt of the voucher, CMHA will pay the difference between military pay and the employee's regular rate of pay, if any.

Employees have the option of requesting vacation leave during the military training period. If the employee uses vacation leave the employee may retain the military pay.

33.3 An employee who is called to active duty must submit a copy of his military orders to his supervisor as far in advance as possible. Active duty leave is unpaid.

Upon call up to active duty, an employee is separated from CMHA employment but retains reinstatement rights. The employee may not remain on active duty for more than four years. An extension for up to one additional year may be granted if the active duty is extended at the request and for the convenience of the federal government.

#### 33.4 Reinstatement

Whenever possible, the employee will be reinstated to a same or similar position, with no loss of seniority or pay level. The employee must step back at the precise point he would have occupied if he had not left for military service.

Retirement credit for military service is handled in accordance with all applicable regulations of the Public Employees' Retirement System.

The employee must request reinstatement with CMHA within ninety calendar days following return from active duty. The employee will be reinstated within a reasonable period.

**ARTICLE 34**  
**PERSONAL LEAVE WITHOUT PAY**

34.1 Upon written application specifying the reason for the request, an employee may be granted a personal leave of absence without pay, not to exceed six months in duration. Such leave shall be granted at the discretion of the Employer, based upon the Employer's determination as to whether such leave can be granted consistent with the need to operate the agency efficiently. Personal leaves of absence without pay will not be granted more than one time in three calendar years.

**ARTICLE 35**  
**WORKERS' COMPENSATION**

35.1 Employees are covered by the Workers' Compensation laws of Ohio for injuries received on the job.

An employee is required to immediately report all on-the-job injuries to the supervisor, to ensure that the employee receives proper medical attention and that the supervisor receives proper notice that the employee suffered an injury, which may be covered by Workers' Compensation.

35.2 If an employee misses work as the result of an on the job injury, the employee shall keep the supervisor informed concerning his/her anticipated return to work.

For lost time, the employee must use available sick leave for a maximum of 12 weeks. If the employee receives reimbursement for lost time wages, the reimbursement check must be signed over to CMHA for buy back of sick leave used. If the amount of the

reimbursement check exceeds the amount required to buy back the sick leave used, CMHA will issue a check to the employee for the difference.

At the time reimbursement is made, the purchased sick leave balance will be restored to the employee.

35.3 Following visits to the physician, the employee shall call the supervisor and update him/her on the anticipated return to work date. An updated physician's statement, with an anticipated return to work date, should be requested. These statements should be forwarded to the supervisor routinely.

As a condition of being able to return to work, when the employee returns from leave taken due to the employee's own health condition, the employee must provide the Department of Human Resources with certification from the health care provider that the employee is able to resume work. The certification must specify work restrictions, if any. If work restrictions are listed, the statement from the health care provider must include the potential timeframe for which the restrictions will be in affect. If the restrictions cannot be accommodated, the employee will not be permitted to return to work.

35.4 If the Employer questions the certification from the health care provider, the Employer can, at its own expense, require that the employee get a second opinion from another health care provider of CMHA's choice, so long as the second provider is not regularly employed by CMHA. If the second opinion differs from the first opinion, the Employer may require, at its own expense, a third opinion from a provider jointly selected by the Employer and the employee. This third opinion will be final and binding.

**ARTICLE 36  
JURY/WITNESS DUTY**

36.1 An employee who is called for jury duty or who is subpoenaed to testify as a witness resulting from employment with CMHA will be compensated for the difference between his/her regular pay and jury duty/witness pay for authorized work absences. To be eligible for jury duty or witness pay an employee shall turn over to the Employer the court pay voucher showing the period of service and the amount of pay received.

36.2 When the employee is called for jury duty but is excused by 1:00 p.m. or earlier in the day, the employee must return to work if scheduled to work that day.

36.3 Employees subpoenaed to testify in a civil case, which does NOT result from their employment with CMHA, are not paid for such absence from work. They may keep the witness fee and may either use vacation leave or be given authorized leave without pay.

36.4 An employee working second or third shift will, for the period assigned to jury duty, be temporarily transferred to first shift and replaced by the appropriate relief employee, provided that the employee assigned to jury duty notifies the supervisor as soon as practicable.

**ARTICLE 37  
MEDICAL EXAMINATIONS**

37.1 If at any time the Employer determines that an employee's mental or physical condition poses a direct threat to the health or safety of the employee, other employees or the public, the Employer may require that the employee submit to a medical examination by a doctor selected by the Employer. If such examination is

required, it shall be paid for by the Employer. The employee will not lose any regular pay he/she would have otherwise received as a result of time reasonably spent in attending the examination.

37.2 When an employee returns to work after a lengthy absence due to a serious health condition, the Employer may require the employee to submit to a fitness for duty examination by a doctor selected and paid for by CMHA, to make sure that the employee is capable of performing the essential functions of his/her job and to determine what type of accommodation, if any, is necessary to perform the job. If an accommodation is necessary the Employer will provide the accommodation in accordance with the provisions set forth in the Americans with Disabilities Act (ADA).

#### **ARTICLE 38 BULLETIN BOARDS**

38.1 Bulletin boards or space shall be provided for the Union at each location where there is a bulletin board for Employer use. The material will be posted by authorized Union representatives and shall relate to:

1. Union recreational and social affairs.
2. Union meetings.
3. Union appointments.
4. Notice of nominations and elections.
5. Results of elections.
6. Any other material authorized by the Chief Steward.

38.2 Any material posted by the Union shall not be in bad taste.

**ARTICLE 39  
PARKING**

39.1 All Bargaining Unit employees shall be afforded free parking at their work site when such parking is available.

**ARTICLE 40  
TIMECLOCKS**

40.1 The Employer reserves the right to install and require use of time clocks.

**ARTICLE 41  
NO STRIKE OR LOCKOUT**

41.1 During the term of this Agreement, neither the Union nor any official of the Union nor any employee subject to this Agreement will call, sanction, encourage or participate in any strike, sit down, slow down, employee demonstration, or any other organized or concerted interference with work.

41.2 In the event of any unauthorized work stoppage, slow down, or other concerted interference with work, the Union and all officers thereof will take affirmative action to bring the slow down or stoppage to an end.

41.3 The Employer will not lock out employees at any time during the term of this Agreement. This provision shall not be construed to limit the right of the Employer

to determine and schedule the work force, as it requires or the right to impose discipline.

**ARTICLE 42  
HVAC TRAINEES**

42.1 Employees assigned to the HVAC Trainee classification will be eligible to progress through the three year Trainee program in accordance with the terms and conditions set forth herein.

**42.2 FIRST LEVEL TRAINEE**

At the completion of twelve (12) months in the HVAC Trainee classification, in addition to maintaining a satisfactory attendance and disciplinary record, the employee must have successfully completed the following:

1. One course in basic electrical fundamentals; and
2. One course in the basics of heating, ventilation, and air conditioning.
3. Each course must consist of a minimum of ten classroom hours. Courses taken using CMHA Tuition Advancement Program must be authorized in advance and adhere to the CMHA Tuition Advancement Program in effect at the time the course is approved. Employee will not be authorized to take coursework using the Tuition Advancement Program during normal work hours. The employee must have received the CFC Freon Recovery Certification by successfully passing the Refrigerant Usage

Exam. The Employer will bear the cost for the initial training to be taken during regular working hours. If the employee fails to receive certification, the cost to re-take the training and/or exam will be borne by the employee.

4. Successful completion of a skills test to evaluate applied knowledge. A test score of 75% or above is required to pass. Employees must first meet the requirements outlined in sections 1, 2, and 3 above before taking the skills test.

42.3 The promotional test will be developed and administered by CMHA's Management. Both the Employer and representatives from the Union will provide input as part of the test development process.

42.4 If, at the end of twelve (12) months, the employee has not successfully completed all of the requirements as set forth in 42.2, the employee will receive an official notice from the Employer which details the deficiencies. The employee will have a maximum of sixty (60) working days following receipt of the notice to comply with all provisions set forth in 42.2.1, 42.2.2, 42.2.3, and 42.2.4.

42.5 If the employee adheres to all of the provisions of 42.2, he will progress to the SECOND LEVEL TRAINEE.

42.6 If the employee does not adhere to the provisions of 42.2 within the allotted time frame (to include sixty (60) working days to comply with 42.2.1, 42.2.2, 42.2.3, 42.2.4), he will be determined to not have met the requirements of the position and will be terminated for failure to meet the minimum job requirements. The termination under this Article is not

subject to the provisions outlined under Articles 11 and 12 of the current contract.

#### **42.7 SECOND LEVEL TRAINEE**

At the completion of twelve (12) months or the criteria of Article 42.16 are met in the HVAC Trainee classification, in addition to maintaining a satisfactory attendance and disciplinary record, and in addition to the requirements of the First Level Trainee, the employee must have successfully completed the following:

1. A minimum of ten additional classroom hours in electrical fundamentals;
2. A minimum of ten additional classroom hours in basic plumbing; and
3. A minimum of ten additional classroom hours in basic refrigeration.

Courses taken using CMHA Tuition Assistance Program must be authorized in advance and adhere to the CMHA Tuition Assistance Program in effect at the time the course is approved. Employee will not be authorized to take coursework using the Tuition Advancement Program during normal work hours.

4. Successful completion of a skills test to evaluate applied knowledge. A test score of 75% or above is required to pass. Employees must first meet the requirements outlined in section A, B and C above before taking the skills test.

42.8 The test will be developed and administered by CMHA's Management. Both the Employer and representatives from the Union will provide input as part of the test development process.

42.9 If, at the end of twelve (12) months in the Second Level HVAC Trainee classification, the employee has not successfully completed all of the requirements as set forth in 42.7, the employee will receive an official notice from the Employer which details the deficiencies. The employee will have a maximum of sixty (60) working days following receipt of the notice to comply with all provisions set forth in 42.7.1, 42.7.2, 42.7.3, and 42.7.4.

42.10 If the employee adheres to the provisions of 42.7, he will progress to the THIRD LEVEL TRAINEE.

42.11 If the employee does not adhere to the provisions of 42.7 within the allotted time frame (to include sixty (60) working days to comply with 42.7.1, 42.7.2, 42.7.3, 42.7.4), he will be determined to not have met the requirements of the position and will be terminated for failure to meet the minimum job requirements. The termination under this Article is not subject to the provisions outlined under Articles 11 and 12 of the current contract.

#### **42.12 THIRD LEVEL TRAINEE**

At the completion of twelve (12) months in the Third Level HVAC Trainee classification, in addition to maintaining a satisfactory attendance and disciplinary record, and in addition to the requirements of the Second Level Trainee, the employee must have successfully completed the following:

1. A minimum of 30 additional classroom hours in Advanced Refrigeration.
2. Acquired a demonstrated ability to read and understand electrical schematic drawings utilizing high and low voltages; and

3. Acquired a demonstrated ability to troubleshoot and repair refrigerant circuits over 20 tons, including evaporators, condensers and compressors.

Courses taken using CMHA Tuition Assistance Program must be authorized in advance and adhere to the CMHA Tuition Assistance Program in effect at the time the course is approved. Employee will not be authorized to take coursework using the Tuition Advancement Program during normal work hours.

42.13 If, at the end of twelve (12) months in the Third Level HVAC Trainee classification, the employee has not successfully completed all of the requirements as set forth in 42.12, the employee will receive an official notice from the Employer which details the deficiencies. The employee will have a maximum of sixty (60) working days following receipt of the notice to comply with all provisions set forth in 42.12.1, 42.12.2, and 42.12.3.

42.14 If the employee adheres to the provisions of 42.12, he will progress to the HVAC Technician classification.

42.15 If the employee does not adhere to the provisions of 42.12 within the allotted time frame (to include sixty (60) working days to comply with 42.12.1, 42.12.2, and 42.12.3), he will be determined to not have met the requirements of the position and will be terminated for failure to meet the minimum job requirements. The termination under this Article is not subject to the provisions outlined under Articles 11 and 12 of the current contract.

42.16 Advancement in the HVAC Trainee Program **MAY** be accelerated to meet the needs of the employer, if the trainee possesses the following qualities:

- A. First Level to Second Level – Six (6) months of service minimum, as a First Level Trainee, demonstrated competency and meets the educational requirements for the First Level Trainee position and 6 months of service minimum as a level 1 trainee.
- B. First Level to Third Level – Six (6) months of service minimum, as a First Level Trainee, demonstrated competency, meets the educational requirements for the Second Level Trainee and a minimum of twenty-four (24) months field experience (prior experience and service credit with CMHA combined).

42.17 An employee is disqualified from promotional consideration for the following timer periods after the identified discipline:

- |                         |                  |
|-------------------------|------------------|
| 1. Verbal Reprimand     | Four (4) Months  |
| 2. Written Reprimand    | Eight (8) Months |
| 3. Any Other Discipline | one (1) Year     |

**ARTICLE 43**  
**DURATION, MODIFICATION AND TERMINATION**  
**OF AGREEMENT**

43.1 The parties recognize that this Agreement is subject to review and approval by the members of the Cincinnati Metropolitan Housing Authority Board of Commissioners. The CMHA Board of Commissioners shall meet to approve or disapprove of the Agreement at the next scheduled Board meeting following union ratification.

43.2 This Agreement shall continue in full force and effect through and including December 31, 2014 and thereafter from year to year, unless either party gives written notice by certified mail to the other party of the proposed termination or modification of this Agreement, or of a successor agreement, not less than 60 days nor more than 90 days prior to the expiration date, December 31, 2014 , or the end of any yearly renewal period subsequent thereto.

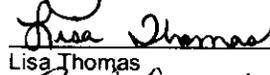
43.3 If either party gives to the other party notice of termination, modification or a successor agreement as provided above, within 30 days following receipt of such notice, the parties shall commence collective bargaining negotiations. If settlement is not reached by the expiration date of this Agreement, December 31, 2014 , or the expiration of any yearly renewal thereof, this Agreement shall continue in full force and effect until the 10th day following written notice given by either party to the other party of its intention to terminate the Agreement.

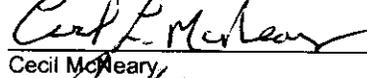
43.4 The provisions contained in Section 43 .3 of this Article are intended by the parties to supersede any inconsistent provisions contained in O.R.C. §4117.14(B).

Executed by the undersigned this 23<sup>rd</sup> day of April 2012.

**FOR THE EMPLOYER:**

  
James Hubbard

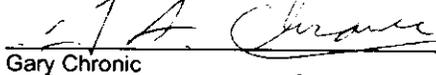
  
Lisa Thomas

  
Cecil McNeary

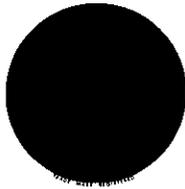
  
Angela Stearns

**FOR THE UNION:**

  
Terry Ware

  
Gary Chronic

  
Everett Johnson



# International Union of Operating Engineers

LOCAL 20 • SERVING THE ENGINEERS OF GREATER SOUTHWESTERN OHIO  
1150 W. EIGHTH STREET, SUITE 205 • CINCINNATI, OHIO 45203

**AFL-CIO**

Phone ★  
(513) 751-1671 ★  
Fax  
(513) 751-2551

**TERRY WARE, SR.**  
*Business Manager and Financial Secretary*

June 7, 2012

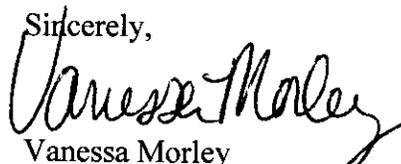
State of Ohio  
State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

STATE EMPLOYMENT  
RELATIONS BOARD  
2012 JUN -8 P 1:20

RE: Recent Completed Bargaining Unit Agreements

Dear Sir or Madam:

Enclosed you will find your copy of the extension for the current Collective Bargaining Agreements between the International Union of Operating Engineers, Local 20 and Cincinnati Metropolitan Housing Authority, Greenville Township Rescue Service and Hamilton County Board of County Commissioners. Feel free to contact us if you have any questions or need additional information.

Sincerely,  
  
Vanessa Morley  
Secretary

VM

Encl.