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**AGREEMENT**

**BY AND BETWEEN**

**THE CUYAHOGA METROPOLITAN HOUSING AUTHORITY**

**(Maintenance Employees)**

**AND**

**LOCAL 1355, AFSCME OHIO COUNCIL 8, AFL-CIO**

**Effective July 1, 2011 through June 30, 2014**

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## **PREAMBLE**

This Agreement has been entered into this 1<sup>st</sup> day of July, 2011, by and between CUYAHOGA METROPOLITAN HOUSING AUTHORITY of Cleveland, Ohio, hereinafter referred to as "CMHA" and Local 1355, AFSCME, Ohio Council 8, AFL-CIO, hereinafter referred to as the "Union."

## **ARTICLE 1 – PURPOSE**

This Contract is made between the Cuyahoga Metropolitan Housing Authority, hereinafter referred to as "CMHA," and Ohio Council 8, the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union." The male pronoun or adjective used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. It is the intent of this Agreement to maintain harmonious relations and promote close cooperation between CMHA and its employees for their mutual benefit, and set forth herein the basic agreement covering rates of pay, hours of work and other conditions of employment to be observed by the parties.

## **ARTICLE 2 - RECOGNITION**

Section 2.1 CMHA recognizes the Union as the sole and exclusive bargaining representative of all those CMHA employees included in the classifications set forth in Appendix A plus employees in classifications which may later be added to the bargaining unit under this Article, except as follows: office Clerical employees, those employees presently represented by other unions having collective bargaining agreements with CMHA, and those as otherwise excluded under Chapter 4117.01 O.R.C. such as confidential, management level and supervisory employees.

Section 2.2 CMHA recognizes the Union as the sole collective bargaining agent for the employees in the appropriate unit, described above for the purpose of settling any disputes which may arise concerning wages, rates of pay, hours, working conditions, grievances or matters which may arise under or affect any of the provisions of this Agreement between the employees and management of CMHA.

Work customarily performed by employees within the bargaining unit shall not be performed by supervisors or other personnel not included within the bargaining unit except for the purpose of instructing or demonstrating proper methods and procedures of performing work operations, or in the event of an emergency, or when assistance is necessary to restore and/or maintain normal operations.

Section 2.3 Any employee who is covered under the bargaining unit and leaves to take a position outside of the bargaining unit shall lose his/her classification seniority and shall not be permitted to return to the bargaining unit with full classification seniority. However, said employee will maintain Agency-wide seniority for the purposes of accumulating benefits. The

salary level, upon returning to the bargaining unit, shall be the level that the employee had when he/she left the bargaining unit plus any applicable annual increases.

### **ARTICLE 3 – NON-DISCRIMINATION**

Section 3.1 Both CMHA and the Union recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, the CMHA and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, national origin, sexual orientation, handicap/disability or age.

Section 3.2 CMHA recognizes the rights of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities, or to refrain from such. Therefore, CMHA agrees that there shall be no discrimination, interference, restraint, coercion or reprisal by CMHA against any employee or applicant for employment because of Union membership or because of any lawful activity on behalf of the Union.

### **ARTICLE 4 – NO STRIKE, NO LOCKOUT**

Section 4.1 The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, condone, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, sympathy strike, slowdown, walkout, work stoppage, concerted “sick” leave, interruption or impeding of work, or other concerted interference with, or the withholding of services from CMHA for the duration of the Contract.

Section 4.2 In addition, the Union shall cooperate at all times with CMHA in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, sympathy strike, slowdown, walkout, work stoppage, concerted “sick” leave, interruption or impeding of work, or other concerted interference with, or the withholding of services from CMHA is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

Section 4.3 CMHA shall not lockout any employees within the bargaining unit for the duration of this Contract.

### **ARTICLE 5 – CHECK-OFF**

Section 5.1 CMHA shall make payroll deductions from pay wages of employees upon submission of a signed check-off card for the employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise CMHA, in writing, the address where the checked-off money shall be remitted.

Section 5.2 The payroll deductions shall be made by CMHA monthly, the first pay period of each month. If an employee has insufficient pay or wages to satisfy the amount to be deducted, CMHA will make successive deductions until the amount to be deducted has been satisfied. Money deducted pursuant to the provision of this Section shall be remitted to the Union by the first working day of the month following the deduction. Each remittance shall be accompanied by an alphabetical list for identifying employees for which deductions were made, the name, address and social security number of the employee, and the amount deducted.

Section 5.3 The Union will indemnify and hold CMHA harmless for all money deducted and remitted to the Union pursuant to the provisions of this Contract. CMHA shall notify the Union in a timely manner of any claims, demands or suits based on the payment of dues or fair share fee pursuant to this Contract.

### **ARTICLE 6 – FAIR SHARE FEE**

Section 6.1 All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) calendar days from the employee's date-of-hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

Section 6.2 The fair share fee amount shall be certified to CMHA by the Union. The deduction shall be automatic and does not require a written authorization for payroll deduction.

Section 6.3 Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. CMHA shall provide the Union with an alphabetical list of the names, social security number, and address of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

Section 6.4 All non-members have all the rights and privileges in accordance with the Ohio Revised Code 4117.09 pertaining to political expenditures by the employee organization.

### **ARTICLE 7 – P.E.O.P.L.E. CHECK-OFF**

CMHA will deduct voluntary contributions to the AFSCME International Union's Public Employee Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of employees covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

- a) An employee shall have the right to revoke such authorization by giving written notice to CMHA and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and
- b) CMHA's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

## ARTICLE 8 – MANAGEMENT RIGHTS

Except as specifically limited herein, all rights are reserved to and remain vested in CMHA, including, but not limited to, the sole right to:

- a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the Agency standard of services, its overall budget, utilization of technology and organizational structure;
- b) Direct, supervise, evaluate, and hire employees and to determine when and under what circumstances a vacancy exists;
- c) Maintain and improve the efficiency and effectiveness of Agency operations;
- d) Determine the overall methods, process, means, or personnel by which Agency operations are to be conducted;
- e) Suspend, discipline, demote or discharge for just cause, or lay-off, transfer, assign, schedule, promote or retain employees;
- f) Determine the adequacy of the work force;
- g) Determinate the overall mission of the Agency;
- h) Determine the duties to be included in all job classifications and the reasonable standards of quality and performance to be maintained;
- i) Promulgate and enforce reasonable work rules, Agency orders, policies and procedures;
- j) Require employees to use or refrain from using specified uniforms or other tools of duty;
- k) Determine hours of work and work schedules;
- l) The Agency shall have the right to contract out all services when the Agency's primary objective is to achieve financial economy, improve operating efficiency, and/or better quality of services except as restricted elsewhere in the Agreement;
- m) Effectively and efficiently manage the work force and to utilize personnel in the manner determined by the Agency to be most effective and efficient; and

- n) Take reasonable actions to carry out the mission of the public employer as a governmental unit.

Notwithstanding Chapter 4117.08 of the Ohio Revised Code, the Agency is not required to bargain on any subjects – including, but not limited to, those enumerated above – reserved to and retained by the Agency under this Article.

#### **ARTICLE 9 – BULLETIN BOARDS**

The Employer shall provide the Union with bulletin board space at mutually selected locations provided that:

- a) No notice or other writing may contain anything political or critical of the Employer or any Employer official of any other institution or any employee or other person;
- b) All notices or other materials posted on the bulletin board must be signed by a local officer or steward of the Union or a representative of AFSCME Ohio Council 8 and shall be solely for Union business;
- c) Upon request from the appropriate authority the Union will immediately remove any notice or other writing that the Employer in good faith believes violates this paragraph; and
- d) The Union will be responsible for the purchase and maintenance of all bulletin boards.

#### **ARTICLE 10 – UNION VISITATION**

Upon prior notice to CMHA's Human Resources Department, non-employee representative of the Union shall be permitted to enter CMHA's premises during working hours, but at no time, shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by CMHA.

#### **ARTICLE 11 – UNION REPRESENTATION – STEWARD TRANSFERS**

Section 11.1 CMHA recognizes the right of the Union to select Local Union Officers (not to exceed two (2) for the combined bargaining units which comprise a single Local) to represent the employees in the bargaining units. The Union President shall receive, investigate and process all Step III grievances. In addition, the Union President or his/her designee, in the Union President's absence, shall attend all orientation sessions involving new bargaining unit members. The Authority shall notify the President via e-mail of a pending new employee orientation session for Local 1355 bargaining unit members by the Friday before the scheduled Monday orientation. In the event the Union President is unable to perform his/her duties for an extended period of time due to illness, injury or vacation, the Vice President will receive, investigate and process grievances in addition to his/her normal duties during the absence of the Union

President. A Local Union Officer may act when necessary in place of a Steward when the Steward is absent.

The Union will furnish CMHA a written list of the Union Officers and Stewards. In addition, the Union will notify CMHA of any deletions or substitutions to the above list.

Section 11.2 All Stewards shall have the right to represent bargaining unit employees within their area at the estate level, the grievance procedure at Step I and II, and pre-disciplinary conferences. Stewards will notify the Union President of all grievances and disciplinary conferences.

The Local Union Officers will be allowed to attend CMHA's Board meetings and shall be allowed to visit the various estates without pay, provided they do not disrupt the workforce and first notify the managers and/or supervisors of the Local Union Officer and the location being visited. All such activities under this paragraph are without pay unless otherwise agreed.

The Vice President shall handle all unresolved problems or grievances in the absence of the Union President, unless prior approval of the Director of Human Resources for an alternate is given. Permission shall not be unreasonably denied.

Union meetings will not be held at CMHA, or during working hours. Stewards will be permitted to attend scheduled quarterly meetings without loss of pay.

A designated CMHA representative will keep a union log for all union stewards. Said log will be provided by the Agency.

Section 11.3 When CMHA determines that an absolute necessity exists, Union Officers and Stewards may be transferred after written consent has been granted by the Union. The Union shall not arbitrarily deny such consent. Examples of absolute necessity:

- a) Close of work location;
- b) Reorganization or restructuring;
- c) Disciplinary action imposed for sexual harassment, or threats or acts of violence;
- d) Nepotism.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

Section 12.1 A grievance is any dispute concerning the interpretation, application, or alleged violation of any provision of this Agreement between CMHA and the Union, including disputes over whether or not an employee has been discharged or disciplined for just cause. It is the intent of CMHA and the Union to share information pertaining to grievances at all steps of the grievance procedure.

**Section 12.2** A grievance which affects a group of employees, arising from the same event and/or facts, shall be known as a "Policy Grievance." A Policy Grievance may be filed at Step III of the Grievance Procedure. A grievance relating to job bidding will be handled at Step III.

**Section 12.3** A grievance relating to discharge, suspension, lay-off, recall, or bumping rights may be filed at Step III of the Grievance Procedure.

**Section 12.4** If the Union fails to comply with the time limits set forth herein, the grievance shall be resolved in accordance with the last answer of CMHA and no further action will be permitted under this process. The time limits set forth in the Grievance Procedure shall, unless extended by agreement of CMHA and the Union, be binding, and any grievance not timely presented shall not be considered under this Agreement.

**Section 12.5** Any grievance not answered by CMHA within the stipulated time limits may be appealed to the next step of the Grievance Procedure. Pending and future grievances shall be resolved in the following manner:

*Step I:* Between the employees, the steward, if he/she desires, and the first line supervisor within seven (7) working days after the events upon which the grievance is based. This step shall be an informal discussion between the parties.

*Step II:* If not resolved at Step I, the grievance will be reduced to writing within three (3) working days of the Step I discussion, but not later than ten (10) working days after the events upon which the grievance is based. A meeting will be held within five (5) working days between the Employee, the steward and the second line supervisor to discuss the grievance. The second line supervisor will respond within ten (10) working days of the meeting by providing the grievant and the steward a written response.

*Step III:* If the grievance is not satisfactorily settled at Step II, it shall be presented in writing to the Human Resources Department by the Union President, within ten (10) working days following receipt of the Step II answer. Thereafter, the Human Resources Department shall meet with the Local Union President, the employee and a representative of AFSCME Ohio Council 8 at a date and time agreeable to the parties. Within thirty (30) calendar days from the date of the meeting, a written response to the grievance will be sent to the Union, Union President and the Grievant. If the Step I, II or III response is in favor of the Grievant or the Union, then CMHA will satisfy all conditions of the response within one (1) month from the date of the said answer.

**Grievance Mediation.** The Employer and the Union will enter into a Pilot Grievance Mediation Program. Central to this Pilot Mediation Program is the agreement that only those grievances which the parties agree to mediate will be submitted to mediation. Either party may refuse to mediate any grievance without reason or recourse.

- a) All grievances which have been appealed to arbitration may be referred to mediation by agreement of the parties. If either party determines not to mediate a

particular grievance, it may not be referred to mediation. Arbitration scheduling will give priority to cases which have first been mediated.

- b) Within sixty (60) days following execution of this Collective Bargaining Agreement, the parties shall mutually agree to a panel of five (5) mediators to serve in the capacity of grievance mediators. Panel members must be experienced mediators and/or arbitrators with skills in mediation. Mediation panel members may not serve as arbitrators.
- c) Each member of the mediation panel will be asked to provide a schedule of available dates and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day. Mediation shall be scheduled on a rotating basis among the panel members to the extent the mediator is available and his/her schedule allows.
- d) Representatives designated by each party shall have the right to be present at the mediation conference. Each party will have a representative vested with full authority to resolve the issues being considered. Representatives of the Union are \_\_\_\_\_ [insert appropriate identities]. Representatives of the Employer are \_\_\_\_\_ [insert appropriate identities].
- e) The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediators will be returned to the party at the conclusion of the mediation hearing.
- f) Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
- g) At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the Collective Bargaining Agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

- h) If a grievance remains unresolved at the end of the mediation session, the mediator will provide an oral advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.
- i) The dates, times and places of mediation sessions will be determined by agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.
- j) The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. Fees and expenses for grievance mediation shall be shared equally by the parties.

*Step IV:* If the grievance is not satisfactorily settled at Step III, the Union may, within forty-five (45) calendar days after receipt of the Step III answer, submit the issue to arbitration. The Union shall notify CMHA, in writing, of its intent to appeal the grievance and within that time the Union must, at the same time, notify the Federal Mediation and Conciliation Service (FMCS), in writing, of its intent to arbitrate the grievance. Upon written notice of the Union's intent to arbitrate, FMCS shall submit a panel of fifteen (15) arbitrators to each party and the arbitrator shall be chosen in accordance with FMCS's applicable rules. The cost and fees of the arbitration shall be borne equally by the parties.

Section 12.6 In the event a grievance is submitted to arbitration, the Arbitrator shall have jurisdiction only over disputes as to the interpretation and/or application of and/or the compliance with provisions of this Contract, including all disciplinary actions. In reaching his/her decision, the Arbitrator shall have no authority to add to or subtract from or modify, in any way, any of the provisions of the Contract. The Arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

Section 12.7 All decisions of Arbitrators consistent with Section 12.6 of this Article and all pre-arbitration grievance settlements reached by the Union and the CMHA shall be final, conclusive and binding on CMHA, the Union and the employee(s).

Section 12.8 The time limits set forth in the Grievance Procedure may be extended by mutual agreement of CMHA and the Union and such agreement will not be unreasonably withheld. Working days as used herein shall not include Saturdays, Sundays or holidays. In determining the time period provided for under the Grievance Procedure, the initial day of the operative event shall be excluded and the required number of days shall thence be computed successively, excluding Saturdays, Sundays and holidays. The Union may withdraw a grievance at any time during Steps I, II and III of the Grievance Procedure, provided that such withdrawal shall be in writing and shall be final.

Section 12.9 The Union shall have the right, at Step III of the Grievance Procedure but not after the Step III meeting, to modify a pending grievance in order to clarify pertinent procedural

matters (e.g., section allegedly violated, scope of relief required, etc.), provided, however, that the basic issue raised by the grievance may not be changed.

Section 12.10 All grievance meetings and all hearings before an arbitrator shall be scheduled during regular working hours and those required to attend shall not suffer any loss in pay provided this meeting or hearing occurs during their regularly scheduled workday and further provided that such payment shall not trigger an overtime obligation and that such payment will not extend the paid time for that workday beyond 8 hours.

### **ARTICLE 13 – INITIAL INTRODUCTORY PERIOD**

New employees or re-hired employees will serve a six (6) month initial introductory period. At any time during the initial introductory period, CMHA shall have the sole discretion to discipline or discharge such employees for failure to render satisfactory performance or for violations of CMHA policies, procedures or conditions of employment. After completion of the six (6) month initial introductory period, the employee's Agency-wide seniority shall date back to his/her date of hire or rehire. Employees may be evaluated at any time during the initial introductory period. Any evaluation shall state all areas in which the employee is deficient. Employees may be disciplined or terminated at any time during the initial introductory period at the sole discretion of CMHA and such action shall not be subject to the grievance and arbitration provisions of this Agreement. Employees may bid on position vacancies after completing the initial introductory period, but are not eligible to be awarded a bid until after completing one (1) year of employment. However, if there are no qualified internal candidates to fill the posted vacancy, CMHA may, at its sole discretion, fill the posted vacancy with a candidate who has completed the initial introductory period, but has not completed a full year of employment.

### **ARTICLE 14 – SENIORITY**

Seniority shall be broken (or terminated) when an employee:

- a) Quits or resigns;
- b) Is discharged for just cause;
- c) Is laid off for a period of more than eighteen (18) consecutive months if the employee has twelve (12) months or more of continuous service;
- d) Is absent without leave for three (3) or more work days, unless proper excuse for the absence is shown;
- e) Is absent without leave for three (3) consecutive work days and fails to give proper excuse or notice of the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee;

- f) Fails to report for work when recalled from layoff within ten (10) working days from the date on which CMHA sends the employee notice by certified mail (to the employee's last known address as shown on CMHA's records).

Job classification seniority is defined as an employee's length of service while holding the same classification. The employee shall receive credit for all time spent on the Agency's payroll in that classification. Job classification seniority shall be used to determine the shift workweek and lateral transfer bids. An employee that bids for a lateral transfer must not have served a suspension within the previous twelve (12) months.

Agency employment seniority shall be defined as an employee's continuous length of service, effective from his/her date-of-hire. Agency employment seniority would be applied for the purpose of accruing such benefits as vacation and accrued sick leave.

### **ARTICLE 15 – DISCIPLINE**

**Section 15.1** No employee shall be disciplined, suspended or discharged without just cause. In imposing discipline on a current charge, CMHA shall not take into account any prior offenses which occurred more than three (3) years previously, except in the case of attendance infractions which are governed by Section 15.8 below. After three (3) years following the last occurrence, all records of an infraction shall be sealed in the employee's personnel file and shall not be used against the employee. An employee who is disciplined must be disciplined within thirty (30) days from the dates on which the infractions occurred or CMHA first became aware of the infractions, whichever is later. If discipline is imposed the nature of the discipline shall be stated, as well as, the specific dates of suspension, if applicable.

**Section 15.2** An employee shall be given a copy of any warning, reprimand or other disciplinary action entered on his personnel record within five (5) working dates from the date the disciplinary action is taken. Further, the Union President shall be given a copy of any suspension and/or discharge notice within five (5) working days of when the disciplinary action is taken.

**Section 15.3** No employee will be suspended or terminated prior to a pre-disciplinary conference being conducted, unless his/her continued presence at the work site would be detrimental to other employees, residents, or cause a disruption at the work site. In such cases the pre-disciplinary conference will be held as soon thereafter as possible. An employee will be notified of a pre-disciplinary conference at least one (1) work day prior to the scheduled conference, including the exact nature of all charges and allegations brought forth against him/her. The employee, if he/she desires, may request the presence of the site Steward, or if not available, the Union President, at said conference. An employee may also elect, in writing, to decline the opportunity for a pre-disciplinary conference. The employer shall make a decision as to the imposition of discipline, if any, within ten (10) working days following the pre-disciplinary conference. This timeframe may be extended upon agreement of the parties. If discipline is imposed, the nature of the discipline shall be stated, as well as, the specific dates of suspension, if applicable.

Section 15.4 Any employee who has been disciplined by suspension or discharge will be given a written statement in detail of the reason or reasons for which he/she has been suspended or discharged within five (5) working days of the suspension or discharge. In the case of suspension, the employee will be advised of the duration of the suspension. In the case of a pre-disciplinary conference, the employee shall be advised of his right to have a Steward present. Further, if the employee so requests, he/she shall be granted a private interview with his Steward before the employee is required to leave the premises.

Section 15.5 Any written statement or warning, reprimand, suspension, discharge or other disciplinary action which is given to an employee pursuant to Section 15.2 or 15.4 above shall describe in detail the conduct complained of, the date and time of that conduct, and any other facts pertinent thereto. Receipt of this written statement shall be acknowledged by the employee.

Section 15.6 Any suspension shall be for a specific number of consecutive work days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of the suspension only.

Section 15.7 It is important that the employee's complaints regarding unjust suspension and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure beginning at Step III.

Section 15.8 All disciplinary actions pertaining to attendance shall not be active in an employee's personnel file after twelve (12) months, provided that there have been no other attendance-related disciplinary actions issued within said twelve (12) month period.

## **ARTICLE 16 – LAYOFFS**

The following procedure shall be applied in the case of reduction in personnel:

If layoffs are necessary, all temporary employees will be laid off first. If additional layoffs are necessary, all initial introductory employees in the affected classification(s) shall be laid off.

If further layoffs are necessary, layoffs shall be made on a classification basis, in inverse order of classification seniority. If an employee is targeted for layoff status, he/she will be offered a position within the Authority in a lower classification as long as the employee has the skills, knowledge, licensing, and ability required to perform the work, and has more bargaining unit seniority than the employee being "bumped".

For layoff purposes, Stewards shall be deemed to be the most senior employees in the affected classification; and the Union President shall be the most senior employee at CMHA. No regular full-time employee will be laid off until CMHA and the Union have met to determine that all normal attrition and "bumping" rights have been effectuated. This meeting shall be held within three (3) working days of notice to the Union.

## **ARTICLE 17 – RECALL FROM LAYOFF**

Employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff will be given ten (10) working days notice of recall from the date the employer sends notice of the recall. Recall notices shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on CMHA's records or as provided by the employee to CMHA.

## **ARTICLE 18 – TEMPORARY TRANSFERS**

**Section 18.1** An employee working out of classification for more than four (4) hours in a work week shall file a classification appeal with the Human Resources Department within five (5) work days after completing the four (4) hours. Copies of the job assignments cumulating four (4) hours work out of classification must be attached to the classification appeal. Upon verification of the work out of classification, the employee will be paid. No employee will be paid for work out of classification for more than five (5) work days prior to the date a classification appeal is filed with the Human Resources Department. Once a classification appeal has been filed, no employee shall work additional work out of classification without written authorization.

An employee who is determined to have worked out of classification shall be paid either the minimum rate of pay for the band of appropriate classification or forty cents (\$.40) per hour whichever is greater.

**Section 18.2** In order to provide continuity of service where a vacancy occurs, CMHA shall have the right to make a transfer of an employee on a temporary basis, not to exceed sixty (60) days, pending the selection of an employee to fill the vacancy **under the provisions of this Article.**

**Section 18.3** CMHA shall keep the employee and the Union President advised with respect to all temporary transfers stating the reasons therefore and the expected duration thereof. The term "temporary transfer" shall not be deemed to include assignments of personnel to provide interim coverage for absenteeism, vacations, leaves of absences or lateral transfers.

## **ARTICLE 19 – HOURS OF WORK**

**Section 19.1** The normal work week for regular full-time employees shall be forty (40) hours of work in five (5) consecutive eight (8) hour days, exclusive of the time allotted for meals during Monday to Sunday. CMHA will prepare the above work week schedules pertaining to the work location in question, utilizing the seniority of the affected employee to choose the scheduled work week in order of their classification seniority after Management has asked for volunteers to cover other than a Monday through Friday work week. Should CMHA decide that it does not have the skills coverage to meet operational requirements it may assign other employees with the necessary skills to the work week schedule in question. If requested, CMHA shall provide to the Union its justification for the utilization of the employee so assigned, at which time the Union may grieve the issue in accordance with Article 12 at Step III. CMHA

shall have the right to prepare the work week schedule twice a year and shall maintain such schedule unless CMHA has determined to revert back to the Monday through Friday work week, or if CMHA decides to assign a "temporary" work week due to a bona fide need. A "temporary" work week will be defined as a change in an employee's schedule that will not exceed two (2) weeks. The ten (10) minute wash-up time prior to the employee's scheduled lunch break shall be part of the eight (8) hour day.

Those employees that have been designated as Custodians shall be available to work twenty-four (24) hours per day seven (7) days per week. In lieu of "call-back" pay, Custodians will be paid time and one-half for all hours worked in excess of eight (8) hours per day; when the employee works in excess of forty (40) hours in the week. In return, Custodians will pay a maximum economic rent of \$150.00 per month, unless otherwise required by HUD, for their rent of a CMHA apartment on the work site that they are employed.

Maintenance personnel shall be paid time and one-half for all hours worked in excess of eight (8) hours per day where the employee has worked in excess of forty (40) hours in the week. For purposes of this section, hours worked shall be deemed to include: 1) Jury Duty Pay, and 2) Bereavement Pay. All other time off with pay shall not be considered for purposes of calculating overtime under this Section.

Section 19.2 Maintenance: The regular workday shall be set by CMHA between 6:00 a.m. and 6:00 p.m. Employees shall be given their preference of starting time as determined by CMHA, by seniority within the affected classification and location. Maintenance personnel who are scheduled to the second shift (2:30 p.m. to 11:00 p.m.) shall be paid twenty cents (\$.20) an hour additional for the Code 2 shift, and maintenance personnel who are scheduled to work on the third shift (10:30 p.m. to 7:00 a.m.) shall be paid thirty-five cents (\$.35) an hour additional for the Code 3 shift.

Should maintenance personnel, other than Custodians, be called back to work outside his/her regular work hours for an emergency, then he/she shall be paid time and one-half or four (4) hours, straight pay, whichever is greater. This compensation shall only apply when an employee has remained on the "call back" for more than one (1) hour. When an employee responds to a "call back" and works for any time less than or equal to one (1) hour he/she shall be compensated in accordance with section 19.1 above. For purposes of this Section, an employee is "called back" whenever asked to perform work after having punched out for the day and has left the premises without having been advised of the need to remain. If an employee receives an additional call(s) while in call-back status, the employee is required to remain on the clock and take the additional call(s). An additional call(s) while already in call-back status will be treated as one (1) callback. The called back employee must call his/her supervisor upon completion of the work and before punching out.

Section 19.3 Employees who desire call back pay shall be required to sign a voluntary list for call back by Asset Management Property (AMP) or Department. The call back list shall be kept by the appropriate AMP Leader or his/her designee. An employee shall be called back by AMP for work for which he/she is qualified and assigned as available. Employees who are on the call back list shall be required to respond to calls and/or pages from the office in emergency or non-

emergency situations, Monday through Sunday, within a reasonable time. Repeated failure to do so may result in discipline in accordance with the terms of the Collective Bargaining Agreement.

Section 19.4 A designated CMHA representative will keep a union log for all Union Stewards. Said log will be provided by the Agency.

## **ARTICLE 20 – JOB POSTING**

Section 20.1 No regular full-time vacancy may be filled by promotion before being posted as provided herein. Whenever a regular full-time vacancy occurs, such vacancy shall be placed on the job hotline and posted at each AMP, as well as, the Administration Buildings for five (5) consecutive working days prior to any promotional consideration. A copy of the posting will be sent to the Union. The AMP location, as the home base of the new position, shall be placed on the job posting, with an indication that a person who is awarded the position may be assigned to perform work at other locations within the AMP as required. Employees are required to bid during the time of such posting or be considered to have waived their rights to such posted vacancy.

In order for an individual's application for the posted vacancy to be considered, it must be filed with the Human Resources Department on or before the stated deadline and the applicant must not have served a suspension within the previous twelve (12) month period of time.

In order for an individual's application for the posted vacancy to be considered, the individual must not have received any other job bid within the previous twelve (12) month period. However, if there are no qualified internal candidates to fill the posted vacancy CMHA may, as its sole discretion, fill the posted vacancy with a candidate who received a job bid within the previous twelve (12) month period or a newly hired employee.

A "regular full-time vacancy" is defined as occurring when CMHA desires to fill a regular full-time opening within a job classification covered by this Agreement which is created either, a) through an existing employee leaving the employment of CMHA, or leaving his job classification; or b) because CMHA wishes to increase the total number of regular full-time employees in a job classification. CMHA will not deliberately leave jobs open, or create temporary positions for the purpose of avoiding promotions or otherwise defeating the intent of the bidding procedures contained herein. Employees shall be permitted to submit job bids on paper or electronically in accordance with the published requirements of the Authority.

Section 20.2 All bids for job vacancies shall be considered within five (5) working days after the closing of the bidding period by CMHA. Within three (3) working days following such five (5) day period, the identity of the successful bidder will be made known. The Union will be sent notification identifying the successful bidder and all other bidders. Once an employee has been notified that he/she is the successful job bidder he/she may not refuse the appointment. If a position is not filled, unsuccessful bidders shall be notified and the reason for failure to fill the position shall be disclosed. Unsuccessful bidders have access to the Grievance Procedure. If an unsuccessful bidder is awarded the position through arbitration, the arbitrator shall determine the remedy unless otherwise agreed by the parties. The Union shall notify all involved parties if a

grievance is in progress and the outcome. Promoted employees shall serve an interim probationary period of one hundred twenty (120) days. Should the promoted employee fail to complete the interim probationary period, he/she shall be returned to his/her former classification. Any demotion shall be subject to Article 12, Grievance Procedure.

Section 20.3 Selection for promotions shall be made on the basis of demonstrated knowledge, skills, abilities and work history as it relates to minimum qualifications. Ranking to determine the highest amongst a group of qualified candidates will be based upon evaluation of job related experience and education. Where the facts are relatively equal as between bargaining unit members, bargaining unit seniority shall govern. If no bargaining unit members possess the best qualifications out of all candidates applying for the position, CMHA shall hire from outside the bargaining unit.

Section 20.4 Promoted employees shall receive the entry level amount for the appropriate classification or a \$.40 per hour increase over his/her current rate of pay, whichever is greater.

### **ARTICLE 21 – NEW AND CHANGED JOBS**

If a new title or position is created (other than those within other bargaining units), CMHA shall notify the Union thereof by immediately sending a copy of the position description for such newly created title or position to the Union President. The new title or position shall be covered by the Collective Bargaining Agreement only if the position description of such title describes duties, the majority of which are not supervisory in nature (such as hiring, firing or effectively disciplining), and the majority of which involves work or related work currently being performed by existing bargaining members as of the effective date of this Agreement. The position description shall be deemed to include all duties actually performed by persons holding the title or position.

A new title or position which would otherwise be covered by this Agreement will not be covered if the title is one of a confidential employee. For the purpose of this Article, a "confidential employee" means any employee who works in close relationship with administrative officials of CMHA, who recommends discipline and who participates in collective bargaining on behalf of CMHA; or, employees who deal with information to be used by CMHA in collective bargaining and shall specifically include secretaries, clerks, interns, administrative assistants who are employed under the supervision of the Director, any Assistant Director, the Director of Human Resources or the Staff Attorneys.

If the Union requests, the parties shall meet to discuss the inclusion of such positions within the Bargaining Unit and the appropriate wage rate therefore. If impasse is reached with respect to either issue, the matter shall be submitted to arbitration in accordance with Article 12 (Grievance Procedure). If a new title or position becomes covered by the terms of this Agreement by operation of this Section, its inclusion shall be made effective to the first date an employee held such title.

Employees within new classifications added pursuant to this Section shall be governed by Article 6; provided, however, that no dues shall be applicable to the period prior to agreement or arbitration decision.

## **ARTICLE 22 – OVERTIME EQUALIZATION**

**Section 22.1** Scheduled overtime should be distributed as equally as possible on a quarterly basis. To that effect, the following guidelines will be followed.

**Section 22.2** All overtime shall be rotated on the basis of seniority so that there is equal distribution of overtime in accordance with the overtime list. Where an inequity exists, the affected employee shall be offered overtime until the inequity is adjusted. There shall be separate and distinct lists maintained by designated CMHA representatives. These lists will be separate for each classification within the identified Asset Management Property (“AMP”) Sites and Departments. All overtime lists shall be updated on a weekly basis and shall be made available to the affected employees, and/or union representatives, upon request.

**Section 22.3** Employees will be placed on their appropriate overtime list by order of their seniority within the classification. The employee with the most seniority within the classification will be placed first on the appropriate AMP, or Departmental overtime list. Scheduled overtime will first be offered to the employee at the top of the overtime list and will continue until the Agency has enough employees to complete the scheduled task. Should CMHA decide that they do not have the skills coverage to meet operational requirements, they may seek assistance from bargaining unit employees outside the AMP or Department with the necessary skills to perform the overtime. Subsequent scheduled overtime offering will be first offered to the employee next listed on the overtime list. When the overtime list has been exhausted, the supervisor will return to the top of the overtime list. AMP leaders and Department heads will be responsible for keeping overtime lists. Overtime lists will be available at each estate within the AMPs.

**Section 22.4** Employees who are offered overtime, and for any reason decline or fail to work the overtime, shall be charged, time for time, as if they had worked the overtime for the purpose of overtime distribution. Call back overtime shall be excluded from the terms of this Article; however, overtime offered at the conclusion of a shift will be included in the terms of this Article.

**Section 22.5** An employee who agrees to work offered overtime and fails to report for work may be subject to disciplinary action based on just cause.

**Section 22.6** All overtime lists will be in effect for a calendar quarter and will become a new list on January 1, April 1, July 1 and October 1 of each year.

**Section 22.7** Employees that transfer or are promoted to a different classification, AMP or Department shall be placed on the appropriate overtime list in accordance with Section 22.3, above. Transferred or promoted employees shall retain their accumulated overtime totals when placed on a new overtime list. Newly hired employees shall not be placed on the overtime list until a new list is established in accordance with Section 22.6, above.

**Section 22.8** An employee who is temporarily transferred to a different classification, AMP or Department shall retain his/her accumulated overtime during the period of the temporary transfer.

### **ARTICLE 23 – SICK LEAVE WITH PAY**

All regular full-time employees shall be credited with paid sick leave at the rate of fifteen (15) workdays per year (4.62 hours per pay period that the employee is in an active status). Unused paid sick leave shall be cumulative and available for future use.

- a) Paid sick leave shall be granted for the employee's actual disability caused by sickness, injury, pregnancy or confinement by reason of a contagious disease. Paid sick leave may also be used for visits to doctors and dentists by the employee or his immediate family, and for attending to the serious illness of a member of the employee's immediate family, and as otherwise provided herein.
- b) Paid sick leave will be credited but cannot be used until the employee has completed six (6) months of service with CMHA.
- c) No paid sick leave shall be granted on account of sickness unless CMHA is notified of the sickness within one (1) hour of the employee's scheduled starting time on each day of the absence;
- d) A certificate from a physician must be provided for any sickness extending beyond three (3) days; provided that the validity of all medical excuses and physician's certificates are subject to review by a CMHA physician. A certificate may be required for any illness if a violation of the paid sick leave regulations is suspected.
- e) Upon retirement, an employee can convert up to one hundred twenty (120) days of accumulated but unused sick leave at the rate of one (1) day for every two (2) days accumulated.

Upon the death of an employee, up to one hundred twenty (120) days of accumulated but unused sick leave shall be converted into cash, to be paid to his/her estate at the rate of one (1) day's pay for each two (2) days of unused, accumulated, paid sick leave.

- f) Employees using forty (40) hours or less of available paid sick leave in a calendar year will be eligible for a sixteen (16) hour bonus pay at the end of the year.

### **ARTICLE 24 – DISABILITY LEAVE**

After the expiration of paid sick leave as provided in Article 23 above, or before the expiration of such leave if the employee so designates, an employee shall be granted, upon written request, a

leave of absence without pay on account of disability caused by illness, injury or pregnancy, subject to the following conditions:

- a) He must have completed his initial introductory period at the time he applied for leave (except in the case of industrial illness or injury).
- b) He must provide, along with his written request for the leave, a doctor's certificate or other similar good evidence stating: 1) the necessity for the leave; and 2) the estimated length of the leave.
- c) A certificate from the employee's physician as to the employee's fitness to perform his required duties shall be prerequisite to his return to work at the expiration of the leave. An employee who has been on disability leave may be required at CMHA's expense to submit to and pass a physical examination before being permitted to return to work. In the event of a difference of opinion as to the employee's physician and CMHA's physician, the issue shall be submitted to a mutually selected and paid for "third" physician.
- d) The duration of such leave shall be for a period not to exceed six (6) months. One three (3) month extension of such leave may be granted by CMHA upon application by the employee prior to the expiration of the original leave upon good cause shown. Failure to report to work upon the expiration of an approved leave will be considered job abandonment and will result in termination.

CMHA will adhere to the federal guidelines of the Family Medical Leave Act.

#### **ARTICLE 25 – LEAVES OF ABSENCE**

**Section 25.1 (Funeral Leave)** An employee will be granted a leave of absence with pay for maximum of five (5) days leave, up to three (3) days without being charged to sick leave, and up to two (2) days charged against his accumulated sick leave with pay, if available, in the event of the death of his spouse, mother, father, loco parentis, mother-in-law, father-in-law, child, brother, sister, grandmother, grandfather or grandchild; provided, however, that an employee will be granted a maximum of five (5) days leave, none of which will be charged to sick leave, if such funeral is held outside of the State of Ohio. An employee will be granted one (1) day of bereavement leave, not charged to sick leave, in the event of the death of his brother-in-law, sister-in-law, aunt or uncle. To be eligible for funeral leave, an employee must provide CMHA with a funeral form (to be supplied by CMHA) and must attend the funeral, and failure to do so or a misrepresentation of facts related to a funeral leave shall be proper cause, for disciplinary action (including forfeiture of pay for the leave).

**Section 25.2 (Military Leave)** Military leave with pay shall be granted to an employee upon proper certification by the Commanding Officer as provided for by Section 5923.05 of the Ohio Revised Code for a period not to exceed thirty-one (31) days in any one calendar year. The Director shall send the Payroll Supervisor a copy of the authorization which has been prepared in

duplicate for his/her signature by the Manager or Department Head. The other copy is returned to the office of origin.

Section 25.3 (General) All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms to be provided by CMHA. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by CMHA. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists.

If it is found that a leave of absence is not actually being used for the purpose for which it is granted, the employee will be terminated. An employee who fails to report to work at the expiration or cancellation of a leave of absence, or fails to secure an extension of such leave, shall be deemed to have voluntarily resigned from employment, and they will also be terminated.

Section 25.4 (Personal Leave) Personal leave may be granted for good cause shown. Granting personal leaves will be at the discretion of CMHA; provided, however, that there will be no discrimination in the granting or denying of such leaves. Personal leave will be without pay unless agreed upon prior to actual taking of the leave. Personal leave shall not exceed one-hundred twenty (120) days per calendar year.

Examples of good cause:

- a) Education
- b) Family Problems
- c) Union Leave

Section 25.5 (Court Leave/Jury Duty)

1. CMHA will grant court leave with pay to an employee who is:
  - a. Summoned for jury duty; or
  - b. Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action.
  - c. The subpoenaed/summoned employee is required to return to work promptly upon the conclusion of his/her service provided at least two (2) hours remain in the employee's shift when the employee is released.
  - d. Payment to the subpoenaed/summoned employee will cease upon conclusion of the employee's court service.
2. The employee is required to submit the "Employee Request for Leave" form and present proper documentation to his/her Department Head as soon as practicable to obtain the leave.
3. Leave required for other non-CMHA court appearances will be subject to CMHA attendance and leave policies.

Section 25.6 (Parental Leave) CMHA has an Agency wide policy of following the Family and Medical Leave Act, and will allow FMLA leave for members of the bargaining unit.

**ARTICLE 26 – HOLIDAY**

Section 26.1 All regular full-time employees shall be entitled to paid holiday as follows:

New Year's Day	Labor Day
President's Day	Veteran's Day (November 11 <sup>th</sup> )
Martin Luther King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	(cell left blank)

Members will be given one (1) hour leave with pay on General Election Day to be taken either at the beginning or end of the day. The assignment will be made by Management based on seniority, by classification. Management will give employees the finalized schedule at least one (1) week in advance of General Election Day.

Section 26.2 (Personal Hours). All employees covered by this Agreement shall be eligible for sixteen (16) hours with pay per calendar year. The request for utilization of personal hours shall not unreasonably denied. The administration of these hours shall be the same as Article 23, (a minimum of one (1) hour to a maximum of eight (8) hours).

To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) on his last regular scheduled work day before and his first regular scheduled work day after the holiday unless absent because of bona fide illness or injury or funeral leave, but in no case, shall an employee received holiday pay if he receives no pay during the holiday work week (regardless of the cause of the absence).

For those employees scheduled to work Monday through Friday, the following will apply:

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

For those employees scheduled to work other than Monday through Friday the following will apply:

If a holiday occurs on an employee's off day, the employee will be granted either the day before or after the holiday, whichever is closest to the weekend.

Section 26.3 Employees scheduled to work on a holiday shall receive an alternate day off with pay. Said day shall be taken in conjunction with the employees next scheduled days off allowing the employee three (3) consecutive days off from work, within the next pay period. Scheduled holiday work shall be equally rotated among those employees so affected.

## ARTICLE 27 – VACATIONS

Section 27.1 All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of service with any political subdivision of the State of Ohio, in accordance with Section 9.44 of the Ohio Revised Code as follows:

<b>Years of Service</b>	<b>Bi-Weekly Accrual Rate</b>
1-6	3.08 Hours (2 weeks)
7-10	4.62 Hours (3 weeks)

The employee's accrual rate shall be adjusted accordingly at the start of his/her seventh (7<sup>th</sup>) anniversary date.

<b>Years of Service</b>	<b>Bi-Weekly Accrual Rate</b>
11-19	6.15 Hours (4 weeks)

The employee's accrual rate shall be adjusted accordingly at the start of his/her eleventh (11<sup>th</sup>) anniversary date.

<b>Years of Service</b>	<b>Bi-Weekly Accrual Rate</b>
20-29	7.69 Hours (5 weeks)

The employee's accrual rate shall be adjusted accordingly at the start of his/her twentieth (20<sup>th</sup>) anniversary date.

<b>Years of Service</b>	<b>Bi-Weekly Accrual Rate</b>
30 or more	9.23 Hours (6 weeks)

The employee's accrual rate shall be adjusted accordingly at the start of his/her thirtieth (30<sup>th</sup>) anniversary date.

Although employees accrue vacation time during their initial introductory period they are not permitted to use accrued vacation time until after nine (9) months of regular full-time employment.

The administration of vacations (including eligibility requirements) shall be in accordance with the rules and regulations established by the Department Director. A minimum of one (1) week (40 consecutive hours) shall be considered as "vacation" and is mandatory for each employee. Vacation time may be utilized in one-hour increments, provided that the necessary forms and procedures are followed. However, no eight-hour vacation increments may be taken in conjunction with a holiday weekend. Vacation time is not to be used when sick leave is exhausted without written request of the employee.

If a recognized holiday falls during an employee's vacation the employee must request the actual number of days and hours of vacation time to be used.

*Example:* Christmas falls on a Friday, and an employee wants to have the entire week off (Monday through Friday). The employee must request vacation for Monday, Tuesday, Wednesday and Thursday. Friday would be a recognized holiday, and the employee would be off with pay.

During the first quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by CMHA their vacation leave preferences to be approved or disapproved by the appropriate Supervisor during the first quarter, and promptly thereafter, a written vacation schedule will be prepared by CMHA with priority given to employees according to their job classification seniority to the extent consistent with operation requirements. When employees forward vacation requests by the end of the first quarter for the current calendar year, supervisors will make decisions on those requests within a reasonable time not to exceed 30 days following the closing date for those submissions. Employees are not permitted to submit a vacation leave request in excess of the accrued projected vacation leave balance at the time when the employee wants to use the vacation leave. Once the vacation schedule is determined, it shall not be changed without the consent of the involved employee(s), except in response to an operational emergency. Any employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority.

Section 27.2 An employee shall be paid prior to the taking of his vacation provided the employee gives CMHA two (2) weeks advance written notice of his desire therefore. Provided that this provision shall apply only to situations wherein an employee is taking the full vacation to which he/she is entitled under this Agreement, and, therefore, an employee taking less than such full vacation shall receive his vacation pay at the conclusion of the applicable payroll period in accordance with recognized pay practices of CMHA.

Section 27.3 Upon separation from employment, any accumulated, unused paid vacation time shall be paid to the employee or his estate, whichever is applicable.

Section 27.4 (Maximum Accrual). Employees may not accrue and carry-over more than 240 hours of vacation leave per year. Any leave accrued in excess of 240 hours must be used by December 31<sup>st</sup> in the year earned or lost on January 1<sup>st</sup> of the following year.

Employees in a "use-it or lose-it" status (i.e., employees who will accrue in excess of 240 hours leave on the books by the end of any leave year) must submit to their supervisor on the proper leave request form by March 31<sup>st</sup> a vacation leave request(s) to use all of the excess accrued that year in addition to 80 hours of any excess balance carried over from the prior year by December 31<sup>st</sup>.

Employees must submit the leave request form by March 31<sup>st</sup> in order to be assured that leave restoration will be considered in the event that executive approval is not granted to use all of the excess earned due to operational emergencies.

Employees who will reach a “use-it or lose-it” leave status by the end of the leave year, and who do not request approval to schedule the excess leave by March 31<sup>st</sup> shall have the vacation time scheduled at a time convenient to the Employer.

Use-it or Lose-it Leave Denials. Any proposed denial of excess leave requested to be used by employee in a “use-it or lose-it” status must be justified and submitted by the Department Director for approval by the Executive Director.

The Executive Director will assure that there is no capricious denial of request to use excess accrued leave in the required leave year. Further, if a denial is through no fault of the employee, the leave time shall automatically be restored for use.

**ARTICLE 28 – WAGES**

Section 28.1. Effective July 1, 2011, all employees shall receive a three percent (3%) across-the-board wage increase. Said increase also will be added to the minimum and maximum pay bracket values, resulting in the following compensation:

<u>Classification</u>	<u>Minimum Pay Band</u>	<u>Maximum Pay Band</u>
Groundskeeper	\$11.64 per hour	\$17.07 per hour
Bus/Van Driver	\$13.29 per hour	\$18.91 per hour
Service Person II	\$14.20 per hour	\$19.49 per hour
Stock Clerk	\$13.85 per hour	\$19.49 per hour
Custodian	\$13.85 per hour	\$19.49 per hour
Distribution Assistant	\$14.14 per hour	\$20.21 per hour
Vehicle Mechanic	\$17.25 per hour	\$20.71 per hour
Appliance Repair Technician	\$14.47 per hour	\$20.71 per hour
Warehouse Person	\$14.47 per hour	\$20.71 per hour
Maintenance Materials Specialist	\$14.27 per hour	\$20.52 per hour
Service Person IV	\$14.95 per hour	\$20.71 per hour
Heavy Equipment Operator	\$19.13 per hour	\$21.96 per hour
Service Person V	\$19.49 per hour	\$21.96 per hour
Plasterer	\$19.49 per hour	\$21.96 per hour

Section 28.2. Effective July 1, 2012, all employees shall receive a two percent (2%) across-the-board wage increase. Said increase also will be added to the minimum and maximum pay bracket values, resulting in the following compensation:

<u>Classification</u>	<u>Minimum Pay Band</u>	<u>Maximum Pay Band</u>
Groundskeeper	\$11.87 per hour	\$17.41 per hour
Bus/Van Driver	\$13.56 per hour	\$19.29 per hour
Service Person II	\$14.48 per hour	\$19.88 per hour
Stock Clerk	\$14.13 per hour	\$19.88 per hour
Custodian	\$14.13 per hour	\$19.88 per hour
Distribution Assistant	\$14.42 per hour	\$20.61 per hour

Vehicle Mechanic	\$17.60 per hour	\$21.12 per hour
Appliance Repair Technician	\$14.76 per hour	\$21.12 per hour
Warehouse Person	\$14.76 per hour	\$21.12 per hour
Maintenance Materials Specialist	\$14.56 per hour	\$20.93 per hour
Service Person IV	\$15.25 per hour	\$21.12 per hour
Heavy Equipment Operator	\$19.51 per hour	\$22.40 per hour
Service Person V	\$19.88 per hour	\$22.40 per hour
Plasterer	\$19.88 per hour	\$22.40 per hour

Section 28.3. Effective July 1, 2013, all employees shall receive a two percent (2%) across-the-board increase. Said increase also will be added to the minimum and maximum pay bracket values, resulting in the following compensation:

<u>Classification</u>	<u>Minimum Pay Band</u>	<u>Maximum Pay Band</u>
Groundskeeper	\$12.11 per hour	\$17.76 per hour
Bus/Van Driver	\$13.83 per hour	\$19.68 per hour
Service Person II	\$14.77 per hour	\$20.28 per hour
Stock Clerk	\$14.41 per hour	\$20.28 per hour
Custodian	\$14.41 per hour	\$20.28 per hour
Distribution Assistant	\$14.71 per hour	\$21.02 per hour
Vehicle Mechanic	\$17.95 per hour	\$21.54 per hour
Appliance Repair Technician	\$15.06 per hour	\$21.54 per hour
Warehouse Person	\$15.06 per hour	\$21.54 per hour
Maintenance Materials Specialist	\$14.85 per hour	\$21.35 per hour
Service Person IV	\$15.56 per hour	\$21.54 per hour
Heavy Equipment Operator	\$19.90 per hour	\$22.85 per hour
Service Person V	\$20.28 per hour	\$22.85 per hour
Plasterer	\$20.28 per hour	\$22.85 per hour

### ARTICLE 29 – INSURANCE

Section 29.1. All regular full-time employees in the job classifications covered by this Agreement who have completed ninety (90) days of continuous service with CMHA shall be entitled to health care coverage, including hospitalization, for themselves and their family. There will also be vision, prescription drug and dental coverages.

Section 29.2. Premiums for insurance coverages under this Article shall continue to be paid for a period of time not to exceed six (6) months while the employee is on an approved leave of absence, in a paid status. The obligation then becomes that of the employee to pay any further premiums in full for continued insurance coverage.

Section 29.3. CMHA will provide and pay the full premium for all full-time employees for Convertible Group Term Life Insurance in the amount of \$20,000.

Section 29.4. The employees covered by this agreement shall pay a monthly premium cost for continued health care coverage under this Article. The coverage effective through December 31, 2012, is outlined in Appendix B, attached to this Agreement. An employee's premium contribution under this section shall be sixty-five dollars (\$65.00) per month for single coverage or ninety-five dollars (\$95.00) per month for family coverage through December 31, 2012.

Within sixty (60) calendar days from ratification of this Agreement, an equal number of representatives from the Employer and the bargaining units shall form a health care committee that has as its objective reduced health care costs and or cost containment. The Health Care Committee (HCC) shall be an advisory body to the Chief Executive Officer of CMHA. The HCC shall meet on a schedule determined by the parties, and it shall make timely consensus recommendations to the Chief Executive Officer of CMHA prior to annual health care decision making by CMHA.

Effective January 1, 2013, the Employer shall have the right to change the design of the health care plan and change providers, including the right to choose a single provider. Effective January 1, 2013, employees shall pay ten percent (10%) of their monthly health insurance premiums. Effective January 1, 2014, employees shall pay twelve (12%) of their monthly health insurance premiums.

#### **ARTICLE 30 – UNIFORMS**

Section 30.1 (Uniforms). CMHA will provide all maintenance staff with uniforms. The upkeep and maintenance shall be the responsibility of CMHA. All uniforms are to be worn in the prescribed manner as set-forth by CMHA's dress code.

The uniforms shall consist of appropriate seasonal apparel as determined by CMHA. An employee shall be required to wear his/her uniform in the manner prescribed by CMHA, provided said uniform has been made available to the employee by CMHA.

CMHA-issued cell phones and/or radios are part of the employee's uniform and must be with employees at all times. Employees are responsible for ensuring that all devices are charged and ready to use each workday.

Section 30.2 All maintenance staff shall be provided with corrective eye wear for use while performing duties at CMHA (both plain and prescription safety glasses). CMHA shall arrange a credit at a provider designated by CMHA for prescription safety glasses which shall not exceed \$85.00 per pair not more than twice during the term of this Agreement.

#### **ARTICLE 31 – OUTSIDE EMPLOYMENT**

Section 31.1 Supplementary employment for full-time members of CMHA staff, while not encouraged, may be permitted in individual cases. To prevent possible "conflicts of interests", prior written notice shall be filed in the Department Director's office.

Section 31.2 If, in the opinion of the Director or his representative, such employment is interfering with the employee's CMHA work, then the Director or his representative shall request the individual to put in writing all facts relating to his supplemental employment activities and to furnish such additional information as is requested by the Director or his representative. If, after review of this information, in the opinion of the Director or his representative such supplemental employment is deemed to be adversely affecting the employee's CMHA work, the Director or his representative shall request a meeting with the employee, and if the employee desires, a representative of the union may be present. In the event the matter is not resolved at such meeting, the matter shall be submitted as in Step III of the Grievance Procedure (Article 12).

### **ARTICLE 32 – TEMPORARY EMPLOYEES**

Temporary positions will be filled with temporary employees. CMHA agrees that temporary employees are not intended to diminish the bargaining unit, nor are they intended to permanently increase the bargaining unit when the work they perform is of a bonafide temporary nature. For the purposes of this Article, temporary positions are defined as positions which are funded by grants and/or designed for a specific project/task, which cannot be completed within the time frame of the time limits of the project/task, or they are replacement positions for regular full-time employees on a leave of absence.

Any temporary position status that goes beyond nine (9) months must be justified. The justification will be evaluated to assure that the temporary nature of the project/task continues and to determine the anticipated additional time necessary to complete the job.

The Agency will provide the Union with a listing of all temporary employees hired and their assignments when requested, but not more than once per month.

Temporary employees have no contractual benefits, except for the wage rates prescribed herein and those listed below, or rights to continued employment except as follows:

- a) Temporary employees occupying a temporary position beyond a three (3) month period will be offered the opportunity to receive health care benefits at their own cost through CMHA.
- b) CMHA shall provide the opportunity to compete for regular full-time vacancies to an employee who has occupied a temporary position(s) for more than nine (9) months and has performed in an outstanding manner.
- c) CMHA shall hire into a regular full-time vacancy, any temporary employee that has served nine (9) consecutive months of employment in a temporary position.

## **ARTICLE 33 – CONTRACTING**

**Section 33.1** CMHA and the Union are committed to continue the creation and development of the Total Quality Management process. CMHA will not diminish the bargaining unit classifications through layoffs, and continue to perform the work by contractual methods until such time that CMHA and the Union mutually develop and finalize the Total Quality Management process for establishing, implementing, managing, monitoring and reporting on performance standards which will be used by CMHA and the Union to assess the productivity and efficiency of maintenance and clerical positions.

This process will include, but is not limited to, the following key objectives:

- Development of objectively quantifiable performance standards at each level of maintenance operations, with appropriate adjustments based on particular estate profile;
- Ability to track, measure and report on performance levels and costs given baseline standards on an estate and aggregate level, for service classifications and job types;
- Development of resource model to align maintenance resource levels to workloads given the performance standards that have been agreed upon; and
- Improve business processes, workflow and organization structure both centrally and at estates to support maintenance operations from the initial request through work completion stage.

A CMHA and Union committee shall meet at such times and locations as is necessary to carry out and finalize the objectives defined herein. Any disputes between the parties will be referred to arbitration as determined by the initial mutual agreement of the parties.

Once the performance standards are adopted and all necessary procedures are implemented, CMHA retains the authority to contract out maintenance and/or supervisory functions (on an estate by estate basis) if the mutually agreed upon performance standards are not achieved. However, CMHA reserves the right to subcontract bargaining unit work provided that none of its members are in a layoff status, and it will not diminish the bargaining unit.

Any employee(s) affected by contracting out, that meet acceptable standards, will be retained by CMHA. Employees failing to meet acceptable performance requirements established by the TQM process will be placed on notice and given six (6) months to bring their performance level up to the agreed upon standard, or may be demoted. Should any employee not meet the acceptable standard due to no fault of their own, the Employer will not contest his/her unemployment compensation.

## **ARTICLE 34 – MISCELLANEOUS BENEFITS**

**Section 34.1 (Joint Safety Committee).** A CMHA Safety Advisory Committee shall be established and composed of representatives of CMHA and representatives of the Union. The Committee shall assist, make recommendations to, and cooperate with the Director of Human Resources or his/her designee. The four (4) employee representatives on the Committee shall be

designated by the Union and Management, two (2) by the Union and two (2) by the Management. The Safety Committee, which shall be a subdivision of the Labor-Management Committee, shall hold at least one (1) meeting quarterly.

In the discharge of its functions, the Safety Committee shall discuss existing practices and rules relating to Safety and Health, formulate suggested changes in existing practices and conditions, and recommend changes. Should a situation arise where immediate action is required concerning health or safety, the affected employee or employees shall immediately contact their Union Steward and/or Safety Committee member and their immediate supervisor. If the problem is not resolved, the Director of Human Resources or his designee shall then make a decision as to how the problem will be handled.

Section 34.2 (Employee Assistance Program). CMHA will make available an Employee Assistance Program as long as funds are available. The program is not mandatory unless the employee tests positive for alcohol, or any illegal, or un-prescribed controlled substance, nor does it eliminate progressive discipline for just cause, but rather deals with alcohol/drug or deep set emotional problems which might impair productivity and job security. CMHA will bear, on a one-time only basis, the cost assessment, but it will be the full and exclusive responsibility of the employee to satisfy the financial requirements for any and all treatment and/or follow-up.

Employees who have not completed their six (6) month initial introductory period following an original appointment or re-hire will not be eligible for participation in the Employee Assistance Program.

Section 34.3 (Mileage Payment). Upon proper submission of forms provided by CMHA, employees that are requested to, and use their personal vehicles in the conduct of their job duties and responsibilities, will be reimbursed at the rate of mileage consistent with the IRS prevailing rate, said rate to be adjusted every calendar year.

Section 34.4 (OPERS Pick-up). Effective April 1, 1985, CMHA agrees to the Public Employees Retirement System (OPERS).

Section 34.5 CMHA shall form a Craftsmanship Standards Committee which shall be comprised of representatives of CMHA and AFSCME, Local 1355 Union representatives from the maintenance unit.

The Craftsmanship Standards Committee shall be responsible for developing and recommending skills testing standards and craftsmanship performance standards for all positions covered under this Agreement. The Craftsmanship Standards Committee shall meet as soon as possible after the signing of this Agreement.

Section 34.6 CMHA shall provide the maintenance employees subject to this Agreement with the tools necessary to perform his/her job function and related duties within two (2) months of the employee's date-of-hire or two (2) months from the effective date of the Collective Bargaining Agreement. The employee shall have the sole responsibility for tools once issued. Should the employee leave employment with CMHA prior to three (3) years, all tools issued to

said employee shall be returned to the CMHA Maintenance Department prior to the issuance of the employee's final paycheck. If said final paycheck is inadequate to cover said costs, CMHA will expect and seek reimbursement, from the employee. Any employee leaving the employment of CMHA subsequent to the expiration of three (3) years shall be entitled to keep his/her tools.

These tools shall be of high quality, comparable to Craftsman, Snap-On, etc. It shall be the responsibility of the employee to provide a tool box adequate to secure and transport his/her tools.

Damaged, Lost or Stolen Tools. If a tool issued to an employee is broken or damaged in a manner which makes the tool unusable, the employee shall return said tool to the Maintenance Department and CMHA shall replace same. CMHA will not replace a broken or damaged tool unless the broken or damaged tool is returned to the Maintenance Department. If the employee fails to return the broken or damaged tool, it shall be the responsibility of the employee to replace same at his/her own cost. CMHA will pass any cost savings it may enjoy relative to the purchase of tools on to an employee required to replace same, not prohibited by law.

If a tool issued to an employee is lost, it shall be the responsibility of the employee to replace same at his/her own cost. CMHA will pass any cost savings it may enjoy relative to the purchase of tools on to an employee required to replace same, not prohibited by law. Failure to replace a lost tool may result in disciplinary action.

If a tool is stolen, the employee shall immediately notify his supervisor and file a police report with the CMHA Department of Safety and Security and the local Police Department, if appropriate. The employee shall then make a request to the Director of Maintenance for replacement of said tool or tools. The Director of Maintenance shall review the police report and determine whether the employee made a legitimate claim. CMHA shall bear the cost of replacement for all legitimate claims. If the Director of Maintenance determines the claim to be invalid, the employee may be required to bear the cost of replacement and may be subject to disciplinary action. CMHA shall inspect and inventory all tools issued to employees at least once per year. The employee shall cooperate in said inspection and inventory. If said employee is missing tools previously issued, the employee shall be required to replace the missing tool(s) by the following payday at his/her own cost and may be subject to disciplinary action. CMHA will pass any cost savings it may enjoy relative to the purchase of tools on to an employee required to replace same, not prohibited by law.

Required Tools. The Director of Maintenance shall determine what tools are required to be possessed by the employee and shall maintain an inventory of all such tools issued to the employee.

Tools issued on a temporary basis to be used to perform a specific task, not a normal part of the employee's day-to-day operations, shall be provided by CMHA and shall be signed in and out by the employee on a tool and equipment log to be provided by the Director of Maintenance. All heavy equipment is to be returned to its original location and signed in at the end of each work day. If it is found that such tools or equipment have been damaged or destroyed by inappropriate use, the employee signing for said tools or equipment may be subject to disciplinary action.

Section 34.7 (Labor-Management Committee). CMHA and the Union agree to establish and maintain a Labor-Management Committee. The purpose of the Labor-Management Committee is to provide a means of communication between the parties and promote a climate of constructive employee-employer relations. Topics would include, but would not be limited to:

- a) To give Union employees the opportunity to discuss their views or make suggestions.
- b) To notify the Union of any changes contemplated by the Employer which may affect bargaining unit members.
- c) To disseminate general information of interest to both parties.
- d) Such other items as the parties may mutually agree to discuss.

The Labor-Management Committee will be co-chaired by a Union and Management Representative. Both co-chairs shall appoint no more than four (4) additional members to serve on the Labor-Management Committee. The agenda for each meeting shall be initialed and prepared by the co-chairs in advance of the meeting.

Labor Management meetings will take place every other month, or on an as needed basis as determined by both parties. If parties mutually agree, a third party such as FMCS shall be selected to participate in such meetings to assist in the improvement of the labor relationship. The third party participant shall be terminated by mutual agreement of the parties.

Section 34.8 (Leave Donation). An employee, if he/she desires, may donate earned, but unused, vacation days to another employee in need, due to illness. Employees who have not been disciplined for attendance related problems should be entitled to voluntarily contribute earned but unused vacation days to another employee in need, due to illness. An employee may contribute up to a maximum of forty (40) hours of his/her accumulated vacation and must retain at least one hundred (100) hours of accumulated leave after any contribution. The employee so contributing his vacation time shall have such contributed time deducted from his/her accumulated vacation time balance.

Any agreement to contribute must be in writing, signed by the contributing employee and subject to final approval by Human Resources.

A recipient may use donated vacation leave in the same manner and for the same purposes as if he/she had earned the leave, except that any paid leave (i.e. vacation, sick, angel day, personal time) accrued or accumulated by the recipient and available for the purpose involved must be exhausted before any donated vacation leave may be used.

A recipient using any hours of donated vacation time in a pay period will not accrue sick and vacation leave time for those donated hours during that pay period.

## ARTICLE 35 – PAYROLL SCHEDULE

Section 35.1 The CMHA payroll period is a bi-weekly period. Employees will be paid for each two (2) week period on Friday following each of such periods. The pay period is therefore an eighty (80) work hour period. Paychecks and paystubs will only be available in an electronic format such as direct deposit or debit cards. No paychecks or paystubs will be mailed.

Section 35.2 Upon request by the employee to the appropriate supervisor for correction of an alleged payroll error and the supervisor concurs through submission of a properly documented request for corrective action to the Payroll Department, said error will be corrected within two (2) working days.

### **ARTICLE 36 – TAX DEFERRAL: EMPLOYEE CONTRIBUTION TO OPERS**

Pension Pick-Up (Salary Reduction Method). Subject to governmental approval, CMHA agrees to continue the practice whereby the employees pay their portion of the OPERS contribution on a pre-tax basis.

### **ARTICLE 37 – LABOR MANAGEMENT TRAINING**

The parties agree that FMCS will provide training for the Labor Management Committee.

### **ARTICLE 38 – DRUG AND ALCOHOL TESTING**

Section 38.1 When there is reasonable suspicion to believe that an individual employee is using illegal drugs or alcohol at work or is under the influence of drugs or alcohol at work, such employee will be directed to report to an Authority designated physician or medical clinic, on Authority time and expense, for a fitness for duty examination. This will involve appropriate testing, including possible urine, or blood tests or Breathalyzer exam as determined by the appropriate medical personnel.

Section 38.2 All employees who are required to be randomly tested under law (e.g. Department of Transportation (DOT) regulations regarding employees required to have a Commercial Drivers License (CDL) who drive vehicles in excess of 26,000 pounds), and all employees in safety sensitive positions shall be subject to random drug/alcohol testing. All drug/alcohol testing under this Article shall be conducted in accordance with the DOT standards and procedures. All drug/alcohol examinations are conducted for the purpose of determining the presence of illegal drugs, abuse of legally prescribed drugs, and/or alcohol in the employee tested. An employee who is directed to submit to such examinations shall report to an Authority designated physician or medical clinic, on Authority time and expense. The Authority's Director of Human Resources, or his designee, shall approve all drug/alcohol testing. This testing will include possible urine, blood, or Breathalyzer exams as determined by the appropriate medical personnel. An employee who refuses to submit to drug/alcohol testing under the provisions herein shall immediately be charged with insubordination and will be terminated. An employee who fails a drug or alcohol test for the second time during his/her employment with the Authority shall be terminated immediately by the Authority. Employees are subject to

immediate retesting for all non-negative/negative dilute test results. Retesting will not be conducted for positive results.

Section 38.3 An employee may be referred for such fitness for duty screening if at least one (1) supervisor and one (1) other Manager has a reasonable suspicion that the employee is then under the influence of alcohol or a controlled chemical substance. The circumstances supporting an allegation warranting reasonable suspicion testing shall be reduced to writing. The demand for a urine, blood, or breath specimen shall be made based only upon specific/objective facts, and reasonable inferences drawn from those facts in light of experience, that the employee is then under the influence of drugs or alcohol. In addition, employees may be referred for mandatory urine, blood or breath, for drug and/or alcohol screening under the following circumstances:

- a) A disciplinary probation for employees who have violated the Authority's drug and alcohol rules, or
- b) For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drug and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, an employee who has exhausted all of his/her paid sick leave time and is not on an approved leave, documented evidence of deteriorating job performance or of aberrant behavior in the six (6) months immediately preceding the leave of absence or documented involvement with drugs off the job, or
- c) Post accident, fitness for duty, and return to work.

Section 38.4 An employee shall be entitled to have a Union representative present before testing is administered. Reasonable efforts will be made to contact a Union representative if one is requested; however, such efforts may not be used to unreasonably delay the testing process.

Section 38.5 As concerning urine samples for drug testing, employees to be tested will undergo an initial screening (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The Authority will ensure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting. The testing procedures should not demean, embarrass, or cause physical discomfort to employees. Altering or switching a specimen sample for a drug/alcohol test, or otherwise refusing to follow the established testing procedure and/or guidelines, shall be grounds for immediate termination.

Section 38.6 The results of a drug or alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Copies of test results shall be given to the Authority and to the individual tested. Where urine or blood samples have been taken, two (2) samples will be preserved for a reasonable period of time and tested employees will have the opportunity to send one (1) of these samples to a reputable physician, and/or certified laboratory of their choosing for a re-testing at a cost borne by the employee.

Section 38.7 Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable program. The Authority's Employee Assistance Program (EAP) can provide counseling and referral. All records of an employee seeking medical rehabilitation for a drug or alcohol problem, either through EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependence affects job performance so as not to endanger fellow employees, the public, or otherwise adversely impact on the employee's ability to perform his or her job duties.

Section 38.8 Participating in the EAP program does not supplant the normal discipline and grievance procedure. An employee subjected to disciplinary charges, which include substance abuse on the job, will be given access to the drug or alcohol screening results, and the opportunity to rebut any allegation of chemical abuse. Any charging letter issued to an employee which includes allegations of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or was under the influence of drugs or alcohol.

Section 38.9 An employee deemed to have positive screens for drugs or alcohol must be given clearance by a qualified physician acceptable to the Authority before returning to work.

Section 38.10 An employee shall be deemed to have failed an alcohol test if:

- a) The person has a concentration of ten-hundredths (10/100) of one-percent (1%) or more by weight of alcohol in his blood;
- b) The person has a concentration of four-hundredths (4/100) of one (1) gram or more by weight of alcohol per two hundred ten (210) liters of his breath;
- c) The person has a concentration of fourteen-hundredths (14/100) of one (1) gram or more by weight of alcohol per one hundred (100) milliliters of his urine.

Section 38.11 The Authority is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

Section 38.12 The Union shall be indemnified and held harmless by the Authority for any violation of an employee's constitutional, common law, or statutory rights.

Section 38.13 Safety Sensitive Positions:

Heavy Equipment Operator

### ARTICLE 39 – SUCCESSORSHIP

It shall be a condition of any sale, merger, assignment reorganization or other transaction which may alter all or part of the ownership or control of CMHA that any and all employees covered under the provisions of this Agreement, who are displaced, will be placed in equal or similar positions for which they are qualified at other CMHA locations.

Employees who have not completed their six (6) month initial introductory period following an original appointment or re-hire shall not be eligible for placement in another position.

**ARTICLE 40 – SAVINGS CLAUSE**

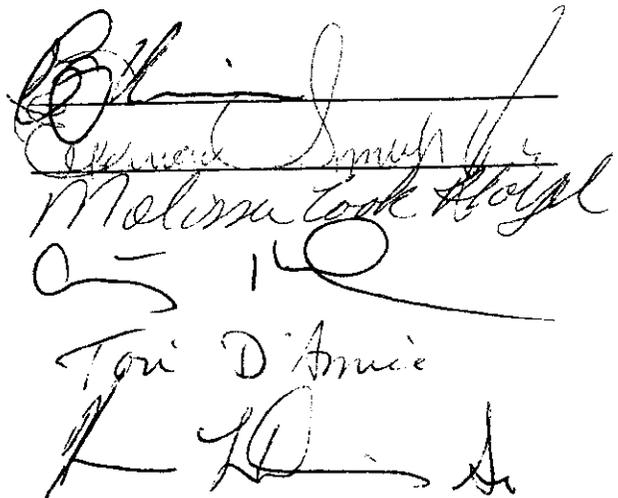
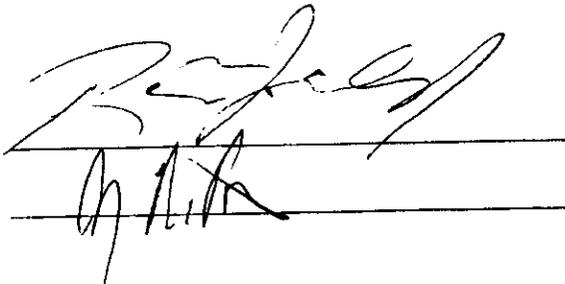
If any provisions of this Agreement are found to be in violation of law by a final order of a Court of competent jurisdiction or the Board and the Union agree that said provision is in violation of the law, then said provision shall be considered void and the other provisions of this Agreement shall remain in effect during the term of this Agreement. The parties shall begin negotiations with respect to any provision or provisions of this contract determined to be void or in violation of law, as specified herein, and any provision of this contract affected by such a conclusion within fifteen (15) days of the determination of such voidness or violation of law.

**ARTICLE 41 – DURATION**

THIS AGREEMENT represents a complete and final understanding of all bargainable issues between CMHA and the Union and it shall be effective as of July 1, 2011, and remain in full force and effect until June 30, 2014, and thereafter from year to year, unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an Agreement is agreed to or, on or after June 30, 2014, either party gives fourteen (14) days notice of an intention to terminate this entire Agreement.

CUYAHOGA METROPOLITAN  
HOUSING AUTHORITY

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL  
EMPLOYEES, Ohio Council 8, Local 1355



Melissa Cook Hoyle  
Tori D'Amico

**APPENDIX A – Maintenance**

Classifications covered under this Agreement as of July 1, 1998\*

**CLASSIFICATION**

Groundskeeper  
Bus/Van Driver  
Service Person II  
Stock Clerk  
Custodian  
Distribution Assistant  
Vehicle Mechanic  
Appliance Repair Technician  
Warehouse Person  
Service Person IV  
Heavy Equipment Operator  
Service Person V  
Maintenance Materials Specialist\*\*

\*This list does not preclude any and all classifications which may be added later due to Article 2-Recognition.

\*\*As of November 1, 2008.

## APPENDIX B

### Major Medical Benefit Plan

The comprehensive major medical benefit plan shall have an annual maximum deductible of three hundred dollars (\$300.00) per individual, with an annual maximum family deductible of six-hundred dollars (\$600.00); ten percent (10%) employee co-insurance with an annual out-of-pocket employee co-insurance maximum of one thousand dollars (\$1,000.00) per individual and annual out-of-pocket co-insurance family maximum of two thousand dollars (\$2,000.00) (excluding deductible and co-pays); seventy-five dollars (\$75.00) emergency room co-pay and twenty dollars (\$20.00) office visit co-pay.

### HMO Benefit Plan

The HMO benefit plan shall have an annual maximum deductible of three hundred dollars (\$300.00) per individual, with an annual maximum family deductible of six-hundred dollars (\$600.00); ten percent (10%) employee co-insurance with an annual out-of-pocket employee co-insurance maximum of one thousand dollars (\$1,000.00) per individual and annual out-of-pocket co-insurance family maximum of two thousand dollars (\$2,000.00) (excluding deductible and co-pays); seventy-five dollars (\$75.00) emergency room co-pay and twenty dollars (\$20.00) office visit co-pay.

### Prescriptions

Retail co-pay for generic drug prescription is six dollars (\$6.00), twenty-five dollars (\$25.00) for name brand formulary prescriptions, and thirty-five dollars (\$35.00) for name brand non-formulary prescriptions. Co-pays for 90-day mail order supply are twice the co-pays for prescription drugs purchased at retail.

**Letter of Understanding 1**

September 13, 2006

Mr. Greg Riemer  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
Ohio Council 8  
1603 East 27<sup>th</sup> Street  
Cleveland, Ohio 44114

RE: Custodian Work Hours

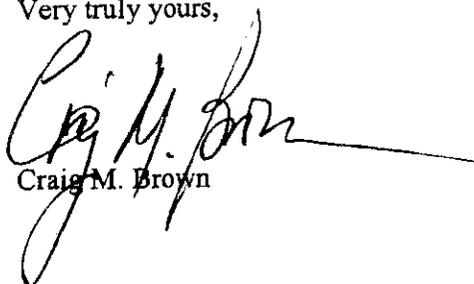
Dear Mr. Riemer:

Please let this letter serve as clarification of the parties understanding regarding the work schedule for employees holding the classification of Custodian.

Article 19 (Hours of Work) of the recently negotiated Collective Bargaining Agreement is not intended to apply to the Custodian classification. The employees holding the classification of Custodian will continue to be scheduled to work five (5) consecutive eight (8) hour days. However, when a Custodian's assistance is needed at the property outside of their scheduled work hours, they will be compensated in accordance with Section 19.1.

If you have any questions, please feel free to contact me at (216) 696-7600.

Very truly yours,

  
Craig M. Brown

**Letter of Understanding 2**

January 17, 2007

Mr. Greg Riemer  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
Ohio Council 8  
1603 East 27<sup>th</sup> Street  
Cleveland, Ohio 44114

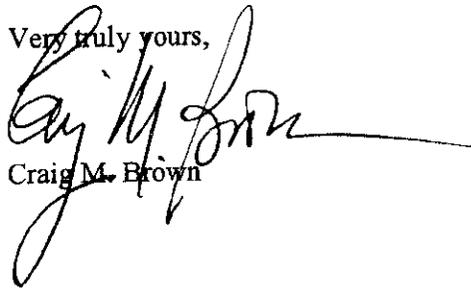
RE: "AMP" Designation Changes

Dear Mr. Riemer:

Please let this letter serve as confirmation that the parties agree to meet, discuss and make necessary changes if the current "AMP" designation changes.

If you have any questions, please feel free to contact me at (216) 696-7600.

Very truly yours,

  
Craig M. Brown

**Letter of Understanding 3**

January 17, 2007

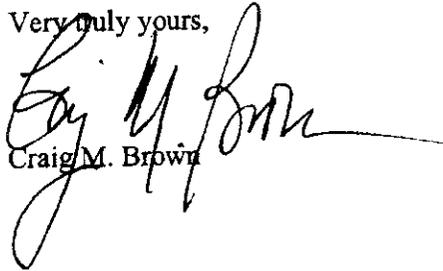
Mr. Greg Riemer  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
Ohio Council 8  
1603 East 27<sup>th</sup> Street  
Cleveland, Ohio 44114

RE: Agreement to Meet and Discuss Certain Issues

Dear Mr. Riemer:

The parties have agreed to meet and discuss issues of mutual importance, including (1) Personal vehicle usage and (2) an employee training program. Further, a Labor Management Committee will be convened to study the efficacy of a license/ certification incentive.

Very truly yours,

  
Craig M. Brown

**Letter of Understanding 4**

January 6, 2009

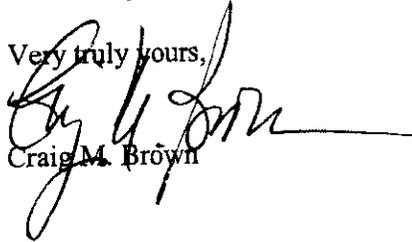
Mr. Greg Riemer  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
Ohio Council 8  
1603 East 27<sup>th</sup> Street  
Cleveland, Ohio 44114

RE: Agreement regarding Custodian Work Hours

Dear Mr. Riemer:

To ensure compliance with the requirements of Section 19.1, Custodians shall keep their CMHA cell phones with them at all times. The parties agree that notwithstanding the requirements of Section 19.1, Custodians may be unavailable when they leave the premises. When the Custodian is aware that he/she will be off the property for a period of time, he/she shall notify CMHA of his/her absence.

Very truly yours,

  
Craig M. Brown

## Letter of Understanding 5

January 6, 2009

Mr. Greg Riemer  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
Ohio Council 8  
1603 East 27<sup>th</sup> Street  
Cleveland, Ohio 44114

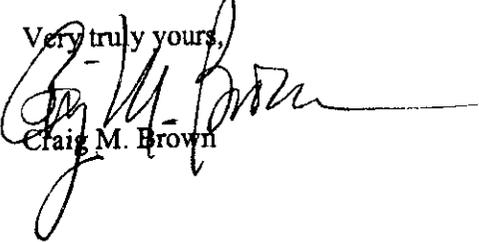
RE: Agreement regarding Tools for Employees in the Service Person IV Classification

Dear Mr. Riemer:

Employees hired into the Service Person IV classification after the date of ratification of the 2008-2011 Collective Bargaining Agreement between the Cuyahoga Metropolitan Housing Authority and AFSCME, Ohio Council 8 and Local 1355, customarily will receive the following basic tools under Article 34, Section 34.6:

1. Locking Pliers;
2. Hammer;
3. Retractable Utility Knife;
4. 12 in. Adjustable Wrench;
5. Flashlight;
6. Twin Probe Circuit Tester;
7. Wire Cutter and Stripper;
8. Faucet Seat Wrench;
9. Screwdriver Set;
10. Channel Locks;
11. Pipe Cutter;
12. Tape Measure;

13. Needle Nose Pliers; and
14. Strainer Basket Wrench.

Very truly yours,  
  
Craig M. Brown

## Letter of Understanding 6

January 6, 2009

Mr. Greg Riemer  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
Ohio Council 8  
1603 East 27<sup>th</sup> Street  
Cleveland, Ohio 44114

RE: Agreement regarding Service Person II Training/Advancement Program

Dear Mr. Riemer:

The parties have agreed to the following terms regarding the Service Person II Training/Advance Program:

During calendar year 2009 all Service Persons II shall be given the opportunity to be trained at Cuyahoga Community College in order to develop the skill, ability and qualifications necessary to become Service Persons IV by January 1, 2010.

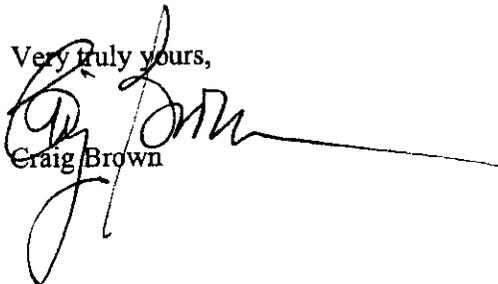
CMHA Adopts the following protocol for the training and advancement of current employees in the Service Person II classification:

- A. All employees in the Service Person II classification will be required to complete thirty-six (36) hours of training to be conducted in three (3) hour sessions over a twelve (12) week period beginning on or about January 1, 2009.
- B. CMHA will pay the cost of the course and the time spent in formal classroom or instructional programs.
- C. CMHA will select the candidates for the training/advancement courses at its discretion.
- D. Employees in the training/advancement program must satisfy the course requirements including any examination.
- E. If an employee fails the course, the employee must re-take the test. The first re-test shall be at CMHA's expense as set forth above.

- F. If the employee fails the test a second time, the employee will be required to take the course or test at the employee's expense and during the employee's non-working time.
- G. If the employee does not pass the test by December 31, 2009, the employee will be terminated unless there is a vacancy in an equal or lower-rated classification for which the employee is qualified in which case the employee may transfer into the vacancy and be paid the established rate for that position.
- H. Upon passing the course/test, the employee will remain in the Service Person II classification and be compensated accordingly until promoted at CMHA's discretion. Notwithstanding the above, the promotion from Service Person II to Service Person IV shall occur not later than January 1, 2010, provided the employee has fulfilled the course and examination requirements.
- I. Upon promotion, the employee in the Service Person II classification will be paid in accordance with the entry level rate of the Service Person IV classification, which shall not be increased by the general wage increases set forth in this Agreement.

CMHA recognizes that certain employees in the Service Person II classification who are subject to the Service Person II training/advancement protocol may suffer from challenges associated with learning and testing. In such cases, CMHA, in conjunction with the Union and Cuyahoga Community College, will work to establish reasonable accommodations to provide the affected employees with the greatest opportunity for success, including extended timelines, testing accommodations and other educationally-approved learning and testing alternatives.

Very truly yours,

  
Craig Brown

**Letter of Understanding 7**

August 22, 2012

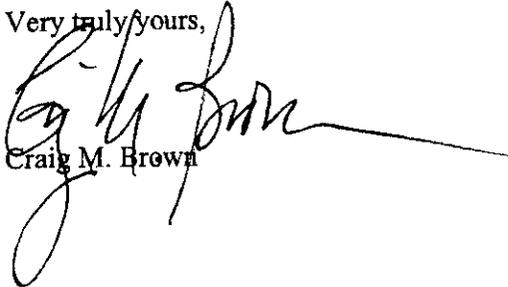
Mr. Greg Riemer  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
Ohio Council 8  
1603 East 27<sup>th</sup> Street  
Cleveland, Ohio 44114

Dear Mr. Riemer:

Cuyahoga Metropolitan Housing Authority ("CMHA") and AFSCME Ohio Council 8 and Local 1355 (the "Union") enter into this side letter agreement to supplement the provisions contained in Article 30 of the 2011-2014 Collective Bargaining Agreement between CMHA and the Union. Specifically, the parties agree that CMHA shall provide bargaining unit employees with seasonal apparel, including winter coats, coveralls, hats, gloves, rain gear, and summer gear. All said apparel is to be worn as prescribed by CMHA, and the employee is expected to care for and maintain said apparel in reasonable condition subject to normal wear and tear associated with work responsibilities and conditions.

Please sign the additional copy of this letter to acknowledge the Union's agreement with this letter of understanding and return the fully-executed copy to me for my records.

Very truly yours,

  
Craig M. Brown

**Letter of Understanding 8**

September 11, 2012

Mr. Greg Riemer  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
Ohio Council 8  
1603 East 27<sup>th</sup> Street  
Cleveland, Ohio 44114

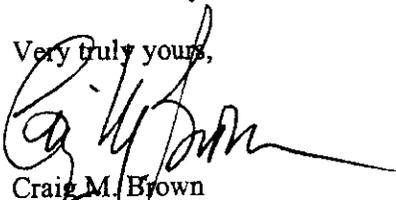
RE: Agreement regarding Service Person IV Classification Seniority

Dear Mr. Riemer:

The parties have agreed to the following terms regarding the Service Person IV Classification Seniority:

Effective upon ratification of the 2011-14 collective bargaining agreement (August 2, 2012), the classification seniority date for all current SP-IVs who previously were classified as SP-2s shall be the employee's SP-II's classification seniority date.

Very truly yours,



Craig M. Brown

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