CINCINNATI METRO HOUSING AUTH &
GREATER CINCINNATI BUILDING TRADES COUNCIL

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## ARTICLE 1
## RECOGNITION

1.1 The Cincinnati Metropolitan Housing Authority (hereinafter "Employer") hereby recognizes the Greater Cincinnati Building Trades Council (hereinafter "Union") as sole and exclusive bargaining agent for employees in the positions covered under this Agreement, with reference to all matters concerning wages, hours and other terms and conditions of employment.

1.2 Employees covered under this Collective Bargaining Agreement shall be all full-time employees occupying the classifications of Carpenter, Electrician, Glazier, Painter, Plumber, Bricklayer and Cement Finisher. The Employer and the Union, upon mutual agreement, may include new classifications from the 16 crafts represented.

1.3 Temporary employees are excluded from this Bargaining Unit, and are not covered by this Agreement.

## ARTICLE 2
## MANAGEMENT RIGHTS

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

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

A. The rights to determine matters of inherent managerial policy, which includes, but is not limited to, areas of discretion or policy, such as functions and programs, standards of services, the overall budget, and the utilization of technology and organizational structure. This includes the right to determine the existence of or non-existence of facts which are the basis of CMHA management decisions, to establish, continue or change policies and/or practices necessary to carry out its mission, and the right to change or abolish such policies and/or practices based upon management's findings of fact.

B. To direct, supervise, evaluate or hire employees, to effectively direct the work force to determine the amount of supervision necessary, and the method or process by which work is to be performed, and to establish methods for evaluations of work performed.

C. To maintain and improve the efficiency and effectiveness of governmental operations, including the right to determine the frequency and type of services to be rendered, to adopt and carry out cost control and general improvement programs, to determine the purchase and control of materials, tools, machines or equipment to be used, the number and type of facilities

and locations; and, the discontinuation of any services, facility location, equipment, materials or method of operation.

D. To determine the overall methods, process, means or personnel by which operations are to be conducted, including the right to contract for materials, machines and equipment necessary to carry out its operations.

E. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assigns, schedule, promote or retain employees.

F. To select and determine the number and type of employees required, including the right to determine when Employer efficiency requires the use of journeymen-level employees; and to assign work to such employees in accordance with requirements determined by the Employer.

G. To determine the adequacy of the work force, or to layoff, terminate, or relieve employees from duty for lack of work or economic reasons, and to determine the facts as to the adequacy of the work force.

It is the intent of this Section that the Employer reserves the right to determine the number and size of its workforce, the duties to be assigned to its employees, and the necessity for

layoffs or other reductions in force subject only to specific restrictions agreed to in this or other Articles of this Agreement. This language is intended to supersede and eliminate any prior agreements between the parties or past practices relating to this subject matter that are not contained within the specific terms of this Agreement. This language is not intended to limit or restrict any other right of either party under this Agreement.

H. To determine the overall mission of the Employer.

I. Management retains the right to adopt, revise and enforce reasonable working rules and standards of conduct.

J. The Employer reserves the right to conduct an annual performance evaluation of bargaining unit personnel.

## ARTICLE 3
## AGREEMENT CONSTRUCTION AND WAIVER CLAUSE

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

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

3.3 In the event that any portion of this Agreement

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

3.4 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in full in this Agreement Therefore, the Employer and the Union for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, provided, however, that nothing herein contained shall be interpreted as precluding the right of the parties, assuming mutual agreement, to negotiate on any such subject or matters which develop after entering into this Agreement.

3.5 There shall be quarterly Labor Management Meetings to facilitate good relations between the employees and employer. The employees will select three (3) union members to represent the Building Trades. These representatives shall be compensated

for their time during these meetings. Safety shall be a constant agenda item.

## ARTICLE 4
## DUES CHECK OFF

4.1 The Employer, for all employees who sign individual authorizations on the form of the applicable Trade Union, shall, in accordance with such authorization, deduct from the periodic pay, Union dues. The Employer agrees to remit such dues as directed by the applicable Trade Union by the 20th day of the month following their deduction, and shall also provide to the Union an appropriate form recording the number of hours worked by each employee and the dues deducted.

4.2 The term "dues", as used herein, will include only the regular payment required equally of all members which has been certified in writing to CMHA by a duly authorized official of the Union, as the amount designated as membership dues pursuant to the constitution and/or bylaws of the Union. Excluded specifically from any authorization for deductions are fines, penalties, contributions, assessments, or similar types of payments.

4.3 It is agreed by and between the parties to this agreement that certification by the Union of the dues to be deducted under any check off authorization constitutes an absolute defense to the Company against any claim by the employee or any Union benefiting from this check off position that such dues have been illegally assessed or levied. It is further agreed by and between the parties to this agreement that the Union on whose behalf the authorization has been executed will indemnify and hold harmless the Company from any claim, loss, damage or expense or legal fees incurred by

reason of any action or inaction taken by the Company in reliance upon any employee check off authorization or revocation thereof.

4.4 All employees in the Bargaining Unit who have not provided to CMHA signed union dues check off authorizations within 60 days after the effective date of this Agreement (or, for probationary employees hired after the effective date of this agreement, with in 60 days of the initial date of employment) shall pay a fair share fee in accordance with this Article.

4.5 The Union shall certify in writing to CMHA the amount of the fair share, which shall represent only the non-members' proportionate share of Union expenditures germane to collective bargaining and shall in no event exceed regular periodic dues charged to Union members. Such certification by the Union shall be deemed to include the Union's certification that the computed fair share does not include any amounts that are not reflective of expenses germane to collective bargaining and that such fair share complies in all respects with applicable law including required procedures for employee challenges to fair share determinations.

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

4.7 The Union agrees to indemnify CMHA, the members of the CMHA Board of Commissioners and all agents thereof, of and from any cost, loss or expense, including damages and attorney fees, incurred by reason

of any fair share deduction made in reliance on a Union certification.

## ARTICLE 5
## UNION REPRESENTATION

5.1 Each Craft Union may appoint a Steward, who will be identified by a letter submitted by the Union to the Executive Director of the Housing Authority. Stewards shall not serve as either Coordinators or Assistant Coordinators.

5.2 All Stewards will perform the work of their trade classification and will be given reasonable time, subject to the need to maintain the Employer's services, for the involvement necessary in conducting Union business, without loss of pay. All Stewards will inform their direct supervisor and obtain his/her consent prior to leaving work duties to attend to such union business, and will report the time spent to that supervisor. The Steward or Business Agent is obligated to provide the supervisor with the following information in advance of Union Business, on the form provided by the Employer:

A. Purpose of the Union Business (i.e., grievance, disciplinary hearing, other).
B. The names of stewards and other employees involved.
C. Actual time spent on Union business (from start to conclusion).
D. The department of the steward.
E. The department of the employee.
F. The name of the aggrieved employee's supervisor giving permission.

5.3 The Steward shall enter all the information on a work order, which will be processed in accordance with normal work order procedures.

5.4 The Union Business Agents shall be permitted reasonable access to work areas in order to conduct legitimate Union business. A Business Agent must secure advance permission from the department head, or his/her authorized representative, if there is a need to contact an employee on the Employer's time.

## ARTICLE 6
## PROBATIONARY PERIOD

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

## ARTICLE 7
## SENIORITY, LAYOFFS AND RECALL

7.1 Seniority shall mean the employee's length of continuous service with the Employer from his/her most recent date of hire in this bargaining unit, including time prior to the effective date of this Agreement.

7.2 Probationary employees shall not acquire seniority during their probationary period upon successful completion of the probationary period; such employees shall acquire seniority retroactive to the first day of the probationary period.

7.3 For temporary employees who become regular, full-time employees as of January 1, 1998, their most

recent date of hire shall become their seniority date, except that they may not have a seniority date, which supersedes that of any full-time regular person in the same craft, who is on the payroll as of January 1, 1998. In such cases, the temporary employee shall be assigned a seniority date which is one day less than the least senior full-time regular employee. If employees have the same seniority date, the tie will be broken by the last digit of the employees' social security numbers, with the highest digit being the most senior. The second tie breaker will be the month and day of the employee's birthdays, with the earliest month and day being the most senior.

7.4 An employee shall lose his/her seniority if:

A. The employee is terminated for just cause, voluntarily quits or retires;

B. The employee accepts a position with the Employer in management, or any other position not in this bargaining unit; provided that seniority shall not be lost if the employee is returned to a position in the bargaining unit within 12 months of the initial reassignment out of the unit.

C. The employee is on layoff for a period exceeding twelve consecutive months.

7.5 The Employer and the Union shall jointly maintain a seniority list, which shall be updated from time to time as required. In the event that more than one employee is hired on the same date, the company shall designate the order of hire for purposes of seniority.

7.6 No employees will be laid off if subcontractors are performing work within the scope and capabilities of bargaining unit employees unless said subcontracting is occurring at sites currently referred to as Asset Management Properties ("AMPS") that have demonstrated three (3) consecutive months of negative fiscal data or directives from the U.S. Department of Housing and Urban Development or legislative changes necessitate. If employees have been laid off, no subcontracting of work traditionally performed by the laid off employee's craft shall occur at sites currently referred to as AMPS not meeting the definition as described above unless that subcontracting is due to work falling under modernization or capitally funded projects.

7.6.1 An AMP subcontracting pursuant to Article 7.6 can no longer subcontract under the provisions of that Article once that AMP has achieved positive year to date fiscal data.

7.7 The Employer will attempt to avoid layoffs, so long as the Employer determines that current levels of employment in the Bargaining Unit are consistent with available funding and effective and efficient operation of the agency. The Employer retains the right to determine that circumstances that necessitate a layoff, and to determine the number of employees who will be subject to layoff, the classifications in which layoffs will occur, and other conditions of the layoff. Any layoffs shall be by seniority in accordance with the other provisions of this Article.

7.8 Whenever it becomes necessary because of lack of work or lack of funds to reduce the work force, the Employer shall layoff in the following order:

1. Any temporary or seasonal part-time Employees within the classification shall be first to be laid off.

2. Any probationary Employees within the classification shall be next to be laid off.

3. Next to be laid off will be part-time Employees, starting with Employees with the least seniority, within the classification affected.

4. Next to be laid off will be full-time Employees, starting with Employees with the least seniority, within the classification affected.

7.8 The employee with the most seniority shall be recalled first, provided the employee is eligible for recall. Employees shall be recalled only for open positions in the classification from which they were laid off.

7.9 Employees having seniority shall be eligible for re-employment for 12 months from the date of initial layoff. The Employer will notify the employee entitled to re-employment and the union by certified mail sent to the last known address of the employee, as recorded in the personnel files of the Employer. If the employee refuses re-employment or fails to appear at the Employer's premises for re-employment within three (3) business days after receiving the Employer's re-employment notice, the employee shall lose all seniority rights. It shall be the responsibility of the employee to provide the Employer with written notice of his/her current address.

## ARTICLE 8
## DISCIPLINE

8.1 An employee can be disciplined for any reason constituting just cause. New employees who are on a ninety working days probationary status are not entitled to an administrative hearing.

8.2 Following are the usual actions taken in sequence in dealing with employee offenses. It is not required that every step be taken in every case; gross and extreme misconduct can result in recommendation for immediate dismissal. Bargaining Unit employees shall have the right to Union representation at all disciplinary proceedings.

A. Verbal Reprimand: This will take the form of a personal reprimand from the employee's immediate supervisor that the employee has violated some rule or policy and warning that such behavior is not to be repeated. While this is the lightest form of penalty, it should be taken seriously. The supervisor must make memorandum note of the warning, and enter it into the employee's personnel file.

B. Written Reprimand: This is a reprimand and warning to the employee in writing with a copy filed in the employee's record, where the offense has been more serious or where previous verbal warnings have been ignored. A written reprimand is a serious matter. A copy of the written reprimand is given to the employee and the Chief Steward.

C. Probation: When performance or behavior is deemed severe, or when there are numerous instances of a less severe nature, an employee may be placed on probation for not less than thirty (30) days, nor more than ninety (90) days for the same charge. Such action is taken by the Executive Director's designee at an informal hearing requested by the department head. The action is to be documented, as to cause, duration, and expected behavior. The employee's performance or behavior will be evaluated during the probationary period. At the expiration of the probationary period the employee may be removed from probation, provided performance or behavior is acceptable. When performance or behavior is not acceptable, the employee is scheduled for a formal hearing.

D. Pre-Suspension/Termination Hearings: Within fifteen (15) days after knowledge of an infraction that could result in a suspension or termination, the Employer shall conduct an investigation into the facts surrounding the incident.

If the Employer determines that an infraction has occurred, the affected employee shall be issued a written notice of hearing according to the following procedure.

1. A written notice shall be given to an employee who is the subject of
pending discipline that may result in suspension or termination of his/her employment. Such notice shall be given to the employee at least five (5) working days in advance of the hearing and must contain the following information:

a. The charges being brought against the employee;
b. The date, time and place of the pre-disciplinary hearing;
c. The right to have a union staff representative, one officer and steward present;
d. The right to cross-examine any witnesses;
e. The right to have voluntary witnesses present to offer testimony on behalf of the employee; and
f. A statement notifying the employee that absent any extenuating circumstances, failure to appear at the hearing will result in a waiver of the employee's right to a hearing.

2. Within ten (10) working days following written notification, the Employer shall conduct a hearing. The employee, and/or his/her witnesses will not be docked in pay for time in attendance at a hearing. The employee has a right to present witnesses. Failure to appear for the hearing, absent a justified extenuating circumstances, or to respond to the notification will be regarded as voluntary acceptance of the suspension or dismissal.

3. Within seven (7) working days after the hearing the Employer shall issue a written disposition to the employee and his/her representative.

4. Any time limits under this policy may be extended upon mutual consent of both parties. Such consent will not be unreasonably denied.

E. Suspension/Unpaid Administrative Leave: An employee may be suspended without pay (unpaid administrative leave) when performance or behavior is deemed severe and probation may not change the performance or behavior. Such action is recommended by the Executive

Director's designee at an informal hearing requested by the department head. An employee may also be suspended from duty without pay (unpaid administrative leave) pending investigation of charges if circumstances warrant such an action.

If the investigation does not bear out the charges and the employee is retained, the employee will be paid for the period of unpaid administrative leave.

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

8.4 Disciplinary actions taken beyond the last two years of the date of an infraction may not be used as a basis for determining the level of discipline when disciplining employees.

8.5 Employees shall with the approval of the Building Trades Supervisor make an appointment with Human Resources to review their personnel files.

## ARTICLE 9
## GRIEVANCE AND ARBITRATION

9.1 The term "grievance" shall mean an allegation by a bargaining unit employee or union representative that there has been a breach, misinterpretation, or improper application of this Agreement. It is not

intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

Step One

The issues shall be presented in writing by the employee, signed, endorsed by the steward or union representative and presented to the employee's immediate supervisor within seven (7) working days of the date of the occurrence or when the employee should have reasonably had knowledge of the occurrence. The shop steward may be in attendance at this discussion. The resolution of a grievance presented at Step One must be completed and documented within seven (7) working days. Grievances processed to the second step of the procedure shall be endorsed by the Shop Steward or Union Representative.

Step Two

If no agreement is reached at Step One, the grievance shall be presented by the union to the department director within seven (7) working days. The Director shall note his/her disposition of the grievance and return the grievance no later than seven working days following presentation of the written grievance. In the event the Director fails to return the grievance within the specified time, the grievance shall automatically progress to Step Three, unless a time extension is requested and mutually agreed to.

Step Three

In the event the Union is dissatisfied with the disposition of the grievance at Step Two, the

grievance shall be presented by the Union to the Director of Human Resources within seven working days of receipt of the decision of the department director. Within ten (10) working days thereafter, the Union, the grievant and the Director of Human Resources shall meet to discuss the grievance. If the grievance is settled at the grievance meeting, the settlement shall be reduced to writing and signed by the Union and the Employer, with a copy delivered to the employee within seven (7) working days. If the grievance is not settled at the grievance meeting, the Director of Human Resources shall, within fourteen (14) calendar days of the date of the meeting, deliver the Employer's formal written position to the Union.

Step Four

If the grievance is not satisfactorily settled at Step Three, the Union may, within ten (10) working days after receipt of the employers Step Three response, demand arbitration by written notice to the Employer signed by the aggrieved employee and a Union representative. The parties will then jointly submit the matter to the American Arbitration Association (AAA) for processing.

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

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

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

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

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

9.7 In all arbitrations conducted under this Article, the arbitrator shall have no authority to add to, detract from or in any way alter the provisions of this Agreement. The arbitrator shall have no authority to award punitive or compensatory damages, but shall have jurisdiction to award back pay and/or benefits.

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

## ARTICLE 10
## SAFETY

10.1 It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

10.2 Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same.

Any employee wishing to report a safety violation must complete the CMHA Safety Violation Report. The responsible supervisor shall acknowledge all reports of safety complaints and forward copies to the Director of Human Resources and the Safety Committee.

10.3 An employee acting in good faith and without recrimination has the right to refuse to work under conditions he/she reasonably believes present an imminent danger of death or serious harm to the employee or to others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his/her position. Any incident of work refusal shall immediately be reported to the Director of Human Resources and the Safety Committee. The Safety Committee will advise the Employer whether they

believe any corrective action is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Committee are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

10.4 When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment an/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

10.5 The Union will appoint two employee representatives to the Safety Committee.

It is understood that the Committee is a fact-finding and communication vehicle only. The responsibilities of the Committee are as follows:

A. Review all health and safety complaints and make recommendations for corrective action.

B. Review all reports of work related incidents and/ or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.

C. The Committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in section 10.3.

D. Recommend safety-training programs.

E. Make such recommendations, as the Committee deems necessary regarding safe work practices and methods, equipment, tools and facilities.

The Committee's responsibility in general is to drive the CMHA safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements.

10.6 Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his/her grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

## ARTICLE 11
## TOOLS, EQUIPMENT AND SUPPLIES

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

11.2 In the event tools, equipment or supplies issued to an employee for use in performing assigned job duties are lost, stolen, or damaged, it is the employee's responsibility to report such loss to the supervisor. The

supervisor will investigate the circumstances of the loss. If the employee is responsible for the damage or loss, the supervisor will inform the employee of the determination, charge the employee for the reasonable value of the property and reissue replacements as appropriate. Employees may reimburse CMHA either by check or through payroll deduction

11.3 Tools, equipment and supplies provided to employees by CMHA for use in the performance of their duties remain the property of CMHA and must be returned upon termination of CMHA employment. The cost of any outstanding property will be deducted from the employee's final paycheck.

11.4 On a yearly basis, CMHA will provide to employees a list of their tools, equipment and supplies.

## ARTICLE 12
## UNIFORMS

12.1 The Employer agrees to provide to each employee in the Bargaining Unit, together with cleaning and maintenance, ten (10) changes of uniforms, two (2) of which may be coveralls, and one (1) jacket of design, weight and fabric as determined appropriate by the Employer. Painters shall have the option of selecting white painters pants. It is understood that such uniforms will remain the property of the Employer and/or the Employer's uniform supplier, and, upon termination of employment, the employees shall return such uniforms or be charged by the Employer.

12.2 Employees may wear T-shirts where hot working conditions exist. The T-shirt must be in accordance with acceptable uniform standards and must bear the CMHA logo, and may bear the Union logo. The Employer and

Union shall establish a committee to determine the design of the T-shirt. The Union logo may not be displayed on any other CMHA property.

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

12.3 The Employer will provide to each employee a locker at a location to be determined by the Employer, which will be used to store the employee's uniforms and other personal items.

## ARTICLE 13
## SUBCONTRACTING NON-EMERGENCY WORK

13.1 The Employer agrees to notify the Union, in writing, in advance of any non-emergency subcontracting of work anticipated to have a value over $15,000 and under $75,000, and to supply to the Union information about any such subcontracting. The Union will supply a list of contractors to the Company for any such bargaining unit work, which the Employer desires to contract out within five working days. The Employer agrees to allow such contractors to competitively bid such work and to objectively consider any such bids on the same basis as all other contractors.

13.2 The parties recognize that CMHA's procurement policy require that contracts valued at $75,000 or more must be publicly advertised. Contractors identified by the Union shall nonetheless be entitled to bid upon publicly advertised work, on the same terms and conditions as all other contractors.

13.3 It is recognized that the Employer has rights and obligations in contracting for matters relating to its operations. The exercise of the Employer's contracting or subcontracting rights include essential public needs where it is uneconomical for the Employer's employees to perform said work. The Employer agrees that it will not lay off employees who have completed their probationary periods and have Bargaining Unit status because of the exercise of its contracting and subcontracting rights unless said contracting or subcontracting is done under the provisions set forth in Article 7.6 of the Collective Bargaining Agreement.. It shall not be considered a lay off if the employee is transferred or given other duties at the same pay.

13.4 Nothing contained herein shall be interpreted to preclude the right of the Employer to contract or subcontract work, regardless of whether such work is of a character customarily performed by employees in the Bargaining Unit, so long as no employees who have completed their probationary period and are covered by this Agreement are laid off, as defined above, as a result of the contracting or subcontracting. Welfare to work participants shall not displace permanent bargaining unit employees, nor shall they be used to reduce the number of hours worked by bargaining unit employees.

## ARTICLE 14
## ASSIGNMENT OF WORK

14.1 Work customarily performed by employees within the Bargaining Unit shall not be performed by the supervisors or other personnel not included within the Bargaining Unit unless such work is deemed necessary due to an emergency or when safety may be in jeopardy.

14.2 All job vacancies within the Bargaining Unit's scope of work shall be filled by the craft union historically assigned jurisdiction to perform that work. The Employer shall notify the union of vacancies when an opening occurs, The individual(s) assigned to fill the position shall meet all the necessary skills and requirements to perform such work. Any conflict among crafts as to the jurisdiction of the skill shall be resolved by the Exclusive Bargaining Representative.

14.3 The Union agrees to aggressively address the need to increase the number of female and minority candidates referred for employment.

The Employer agrees to notify the Union, on an annual basis, of the progress made toward increasing the diversity of the workforce.

## ARTICLE 15
## LEAD CRAFTSPERSON

15.1 The position of Lead Craftsperson will be established for each craft with five (5) or more CMHA employees signatory to the CMHA Collective Bargaining Agreement.

15.2 A Lead Craftsperson will be selected by the Department Director from among the CMHA employees for each craft per the provisions set forth in Article 15.1. Each Lead Craftsperson and a designated assistant if deemed necessary, is appointed by the Department Director and may be replaced at his discretion. The craft coordinator selected will receive additional compensation per hour above the negotiated rate of the craft in which he/she is employed.

15.3 The Lead Craftsperson will receive an additional $1.00 per hour above the negotiated rate of the craft in which he/she is employed.

## ARTICLE 16
## HOURS OF WORK, OVERTIME AND SHIFT DIFFERENTIAL

16.1 SHIFT DIFFERENTIAL

Employees will receive a shift differential payment of $.30 per hour for any regularly scheduled shift, which begins between noon and midnight and $.35 per hour for all regularly scheduled shift hours worked between midnight and 8:00 a.m. The shift differential will not be paid when the employee is on paid leave.

16.2 CALL BACKS

All callbacks shall be paid at the rate of time and one-half (1 1/2) with three hours pay minimum. Such minimum guarantees shall not apply when the employee is called in and reports within two hours of the start of his/her normally scheduled shift, in which case the employee shall be paid pursuant to this provision only for the time between the time of reporting and the start of the normally scheduled shift.

16.3 OVERTIME

Overtime will be paid at the rate of 1 1/2 times the employee's straight time hourly rate. Overtime will be paid: (a) for all hours in excess of 40 worked by the employee during the week, (b) for all hours worked in excess of 8 hours during any work day.

For purposes of calculating hours worked in excess of 40 during any week, holiday pay and approved vacation leave are considered hours worked, sick leave being excluded. The work week for all employees

commences at 12:01 a.m. Saturday and concludes at 12:00 midnight the following Friday.

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

It is understood that by reason of the nature of the responsibilities of employees in the bargaining unit, overtime work is mandatory when requested by supervisory personnel.

The Employer will notify employees of scheduled overtime as soon as practicable. Overtime shall be equalized to the extent practicable within each craft. Each craft coordinator shall track offers of overtime opportunities among employees in descending order of seniority. All refused overtime shall be charged as worked. The next overtime opportunity shall be offered to the next person on the list, in descending order of seniority, not withstanding that the Employer may override the overtime list to assign overtime to specific employees as needed to complete particular work assignments.

16.4 HOURS OF WORK

The normally scheduled workweek shall be five days, Monday through Friday, and any third shift shall be scheduled to commence no later than midnight. The Employer will give at least one week's notice of any change in normal shift starting times. 8.00 A.M. - 4:30 P.M. shall be the standard first shift hours, with 1/2 hour unpaid lunch period which is normally scheduled from 12:00- 12:30 PM.

16.5 There will be no pyramiding of overtime or other premium hourly rates provided under this agreement.

## ARTICLE 17
## WAGES

17.1 For the term of this Agreement each craft will earn the following hourly wages (represents an annual increase of 2.5%):

| | 1/1/2012 | 1/1/2013 | 1/1/2014 |
|---|---|---|---|
| Cement Finisher | 23.47 | 24.06 | 24.66 |
| Painter | 25.30 | 25.93 | 26.58 |
| Carpenter | 25.70 | 26.34 | 27.00 |
| Electrician | 26.12 | 26.77 | 27.44 |
| Glazier | 26.19 | 26.84 | 27.51 |
| Plumber | 27.33 | 28.01 | 28.71 |
| Master Plumber | 32.34 | 33.15 | 33.98 |

## ARTICLE 18
## PAYDAY

18.1 Employees will receive paychecks in sealed envelopes on each payday Friday by 4.30 PM. Employees are encouraged to participate in the direct deposit program The biweekly pay period begins at 12.01 a.m. Saturday and ends at 12:00 midnight the second Friday.

## ARTICLE 19
## HEALTH INSURANCE

19.1 The employer will continue to offer the current health care coverage for the term of this agreement and may offer alternative health care coverage for employees to choose unless, by mutual agreement, the parties re-open contract negotiations on the health care article only.

19.2 For the term of this agreement, beginning the first pay period following the start of the plan year, the Employer agrees to pay up to the following monthly amounts towards the premium of the offered health insurance for each qualified full time employee who elects coverage:

| SINGLE | FAMILY |
|---|---|
| $330 | $920 |

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

| SINGLE | FAMILY |
|---|---|
| $500 | $600 |

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

19.5 Flex dollars are meant to be utilized for qualified dependant care (i.e. child care) or qualified medical

expenses. Employees shall be afforded the opportunity to choose how much of their Flex Dollars are to be dedicated to either qualified medical or qualified dependant care costs. The amounts shall be utilized for either qualified medical or dependant care costs.

19.6 Employees in the bargaining unit who are eligible for health insurance coverage may receive an annual cash incentive of $1000 for declining insurance coverage through CMHA, provided the following conditions are met:

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

19.7 The employee acknowledges that, if he/she wishes to re-enroll at a later date for any reason other than a life change event, any condition treated prior to the effective date of the coverage is not covered under the Plan for the twelve-month period following re-enrollment. This applies to both the employee and his/her eligible dependents; and

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

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

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

19.11 The employee will receive an annual cash payment of $5500 for converting from family to single coverage.

## ARTICLE 20
## RETIREMENT

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

20.2 Bargaining Unit employees may purchase any and all years of service allowed by law or by PER's rules and regulations.

20.3 PERS is the only pension plan to which the Employer will contribute. All references to retirement in this agreement are defined as retirement through the Public Employees' Retirement System.

20.4 Employees may authorize biweekly deductions from their wages to be forwarded to the appropriate craft pension fund. The employee to CMHA shall certify the amount of the deduction. This deduction can be revoked provided 30 days notice is given to the CMHA payroll office.

## ARTICLE 21
## HOLIDAYS

21 .1 There are eleven paid holidays provided and observed as follows:

| | |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King Day | 3rd Monday in January |
| President's Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in Sept. |
| Columbus Day | 2nd Monday in October |
| Veterans Day | November 11 |
| Thanksgiving Day | 4th Thursday in Nov. |
| Day after Thanksgiving | 4th Friday in November |
| Christmas Day | December 25 |

21.2 If the holiday falls on a Saturday. it will be observed on Friday: if the holiday falls on a Sunday, it will be observed on Monday.

21.3 Employees working a holiday will receive eight (8) hours holiday pay and additional pay at time and a half for hours worked on the holiday.

21.4 If the employee is off duty with pay on authorized absence either the workday before or the workday after a holiday the employee will be paid for the holiday.

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

21.6 If a holiday falls during a scheduled vacation period or while the employee is on authorized sick leave

the employee will be paid for the holiday and it will not be charged to vacation or sick leave.

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

21.8 The Employer will attempt to fill holiday work requirements on a voluntary basis. If there are insufficient volunteers, the least senior employee(s) in the required trade will be obligated to work after notice by the Employer.

## ARTICLE 22
## VACATION

22.1 Full time regular employees hired in the bargaining unit after February 28, 1992 will receive vacation with pay which accrues according to the following:

| Years of Service | Days of Vacation |
|---|---|
| 0 but less than 5 years | 10 days (3.08 hours/pay period) |
| 5 but less than 10 years | 15 days (4.62 hours/pay period) |
| 10 but less than 16 years | 20 days (6.16 hours/pay period) |
| 16 years or more years | 25 days (7.70 hours/pay period) |

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

| Years of Service | Days of Vacation |
|---|---|
| 0 years but less than 10 years | 15 days |

| | | |
|---|---|---|
| | | (4.62 hours/pay period) |
| 10 years but less than 11 years | 18 days | |
| | | (5.54 hours/pay period) |
| 11 years through the end of 15 years | 20 days | |
| | | (6.16 hours/pay period) |
| 16 years or more years | 25 days | |
| | | (7.70 hours/pay period) |

22.2 New employees may not use vacation until after the successful completion of the initial probationary period.

22.3 Vacation leave will not accrue for any time the employee is in an unpaid status.

22.4 Employees hired after January 1, 1995 who have prior service with the state of Ohio or any political subdivision thereof may not have the prior service counted as service with CMHA for the purpose of computing vacation leave.

22.5 PAYOFF OF UNUSED BALANCE

Employees are eligible to receive a cash payment for unused vacation at the end of the vacation year. Cash payment for excess vacation shall be paid at a rate of one hour's pay for one hours of vacation cashed in (one for one payout).

In order to qualify for cash in of vacation, employees with less than five (5) years of CMHA service must take at least five (5) full days of vacation every twelve months. Employees with more than four (4) years of service must take at least ten (10) full days of vacation every twelve months.

A maximum of twenty (20) vacation days (160 hours) may be carried over into the next vacation year.

The vacation year ends on the pay period closing date, which includes New Years day.

22.6 SCHEDULING OF VACATION

Vacation preferences for one week or more will be granted on the basis of seniority within each craft for employees submitting such requests prior to March 1. Thereafter, requests will be considered in the order received and as the workload permits. Except in the case of an emergency, all vacation requests for less than one week must be submitted at least 3 days in advance.

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

22.8 When an employee separates from a job with CMHA for whatever reason, any vacation leave earned but not yet taken will be paid, with the exception of new employees who leave during the probationary period.

22.9 Should an employee die while in service, vacation leave due but not yet taken will be paid to the estate, if no beneficiary has been designated. This will not apply to new employees who are still on probation.

## ARTICLE 23
## PERSONAL LEAVE

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

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

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

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

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

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

23.7 More than one incident of unscheduled Personal Leave per pay period may result in discipline.

23.8 Employees who take unscheduled personal leave during a time period previously requested by the employee, but subsequently denied by their supervisor, or multiple incidents of unscheduled personal days in succession not related to medical reasons, may be subject to discipline.

23.9 At the last pay period of the calendar year, up to sixteen (16) hours of Personal Leave will be carried over to the next calendar year. Any other hours of Personal

Leave that remain unused shall be converted to Sick Leave.

**SICK LEAVE**

23.10 Sick Leave must be used for the following reasons:

1. According to the provisions of Article 25 (Family Medical Leave).
2. Bereavement leave.

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

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

1. Sick Leave that has accrued throughout employment shall be paid, upon the employee's separation from employment, except for a termination for cause, according to Article 20 Retirement (if applicable) and according to the schedule below at their current hourly rate of pay:

| Most Recent Length of Continuous Service with CMHA | Accumulated Short Term Leave to be Paid |
|---|---|
| Less than 5 years | 0% |
| 5 years but less than 10 years | 15% |
| 10 years but less than 15 years | 20% |
| 15 years but less than 20 years | 25% |
| 20 years but less than 25 years | 30% |
| 25 years but less than 30 years | 35% |
| 30 or more years | 40% |

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

## ARTICLE 24
## FAMILY AND MEDICAL LEAVE

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

24.2 In accordance with the Family and Medical Leave Act (FMLA), the Employer provides eligible employees with up to twelve weeks of unpaid leave during any rolling twelve-month period for any of the following reasons:

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

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

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

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

active duty) in the Armed Forces in support of a contingency operation.

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

24.3 An employee taking Family and Medical Leave must use any available accrued sick leave and may use vacation for leave taken because of the employee's serious health condition.

24.4 Family and Medical Leave is only available to employees who have been employed for at least twelve consecutive months and have worked at least 1250 hours during the previous twelve-month period.

24.5 Unless specifically authorized by the Human Resources Department, a FMLA leave of absence will not be granted to engage in employment elsewhere (or to perform services for yourself or another person or entity) and any employee who engages in employment (including self-employment) or performs services elsewhere while on a FMLA leave of absence will be considered to have voluntarily resigned.

24.6 Upon application for Family and Medical Leave, the employee will be notified, in writing, of policies governing the leave, reporting requirements, etc.

24.7 Donated Time

All regular employees of the bargaining unit who have successfully completed their probationary period shall be eligible to donate and/or receive donated time in

accordance with this section.

24.8 Purpose

The purpose of the donated time bank is to allow employees to assist in relieving the hardship which an employee may suffer as a result of an extended illness.

24.9 Procedure

Bargaining unit employees may donate vacation or sick time to the Donated Time Bank up to a maximum of 40 hours over the lifetime of the contract. The time donated will be converted at a rate equal to the employee's base pay rate.

## ARTICLE 25
## BEREAVEMENT LEAVE

25.1 In the event of a death in the immediate family, an employee shall qualify for bereavement leave with pay for up to three consecutive work days (24 hours), If out of town travel in excess of 100 miles is required to attend the funeral services of an immediate family member, an employee shall qualify for one (1) additional day of bereavement leave.

Definition of immediate family for purposes of bereavement leave is: mother, father, mother-in-law, father-in-law, brother, sister, child, step child, adopted child, current spouse, grandparent, grandchild or legal guardian.

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

25.3 Bereavement pay will be provided to accommodate absences occurring only on regularly scheduled workdays, and will be paid at the employee's base rate of pay. Bereavement leave will not be granted for any period during which the employee is already in an unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, voluntary unpaid leave, absence without leave).

25.4 Request for bereavement leave with pay will not be approved for absences not taken within seven (7) calendar days of the date of the funeral.

25.5 Leave requests meeting the conditions of these sections will be approved by the employee's immediate supervisor, and, if requested, the employee shall further submit proof of death and relationship.

25.6 Bereavement leave is available only to the extent of the employee's unused sick leave balance. Time claimed as funeral leave will be charged to the employee's sick leave balance, but will not be counted as sick leave for the purpose of determining the employee's eligibility for the sick leave performance incentive pay.

## ARTICLE 26
## MILITARY LEAVE

26.1 RESERVE NATIONAL GUARD DUTY

Regular full-time permanent employees are entitled to receive a leave of absence for military field training and/or active duty for a period not to exceed 176 hours paid time. Calendar year Leave will be granted by the department director upon receipt of appropriate military orders. Employees are responsible to submit their

orders ahead of time.

The employee will suffer no loss in pay as a result of military service. Upon return to work, the employee must submit a copy of the military pay voucher upon receipt of the voucher; CMHA will pay the difference between military pay and the employee's regular rate of pay, if any. Alternatively, the employee may choose to request vacation leave for the military training period if the employee uses vacation leave, the employee may also retain the military pay.

26.2 ACTIVE DUTY

Employees called to active duty must submit a copy of their military orders to their department director, prior to the call up, whether the call up is voluntary or involuntary.

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

26.3 REINSTATEMENT

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

The employee must request reinstatement with CMHA within 90 calendar days following return from active duty. The employee will be reinstated within a

reasonable period of time following receipt of notification.

Retirement credit for military service is handled in accordance with PER's rules governing military service.

## ARTICLE 27
## WORKERS' COMPENSATION

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

27.2 An employee is required to immediately report all on-the-job injuries to the supervisor, to ensure that the employee receives proper medical attention and that the supervisor receives proper notice that the employee suffered an injury, which may be covered by Workers' Compensation. If able, the employee must complete the Accident Report form and give it to the Supervisor.

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

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

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

employee. The employee is required to execute a written agreement to reimburse the Employer for advanced sick time.

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

27.4 Employee's must take annual leave to participate in workers' compensation hearings (e.g. appeals, filing for additional medical conditions, etc.) If the employee prevails at the hearing, the annual leave will be converted to sick leave.

27. 5 As a condition of being able to return to work, the employee must provide the Director of Human Resources with certification from the health care provider that the employee is able to resume work. The certification must specify work restrictions, if any. If work restrictions are listed, the statement from the health care provider must include the potential timeframe for which the restrictions will be in effect. If the restrictions cannot be accommodated, the employee will not be permitted to return to work.

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

27.6 If CMHA can accommodate the employee's restrictions, transitional work will be made

available, and the employee will be paid at their normal rate. Otherwise the employee must remain a lost time claim until the employee is issued a physician's release to return to full-duty.

## ARTICLE 28
## JURY/WITNESS DUTY

28.1 An employee called for jury duty, or who is subpoenaed as a witness resulting from employment with CMHA will be compensated for the difference between his/her regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty or witness pay, an employee shall turn into the Employer a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

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

28.3 An employee subpoenaed as a witness in a private case which does not result from his/her employment with CMHA is not paid for such absence from work. The employee may keep the witness fee and may use vacation leave for such purpose.

## ARTICLE 29
## MEDICAL EXAMINATIONS

29.1 If at any time CMHA reasonably determines that an employee's mental or physical condition poses a direct threat to the health or safety of the employee, other employees or the public, CMHA may require that

the employee submit to a medical examination by a doctor selected by CMHA. If such examination is required, it shall be paid for by CMHA. The employee will not lose any regular pay he/she would have otherwise received as a result of time reasonably spent in attending the examination.

If the opinion from the Employer - paid examination conflicts with that of the employee's private physician, the employee may request a third opinion, which will be final and binding. The cost for the exam will be paid in accordance with the CMHA health insurance coverage.

## ARTICLE 30
## BULLETIN BOARDS

30.1 One bulletin board shall be provided for union use at each of the following locations Special Services I and Special Services II. and Crosley Commons IV.

30.2 One mobile board will be moved periodically to a location where a significant number of Bargaining Unit employees are assigned.

30.3 Management reserves the right to remove any material from these Boards, which may be considered in bad taste by a common standard.

## ARTICLE 31
## JOB POSTINGS

31.1 The Employer will send copies of all agency job opportunity postings to each trade steward and to the Executive Secretary of the Building Trades Council. The stewards will be responsible for posting the job opportunities on the bulletin boards assigned to the

trades.

## ARTICLE 32
## NO STRIKE OR LOCKOUT

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

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

32.3 The Employer will not lock out employees at any time during the term of this Agreement. This provision shall not be construed to limit the right of the Employer to determine and schedule the work force, as it requires nor the right to impose discipline.

## ARTICLE 33
## FINAL AGREEMENT

33.1 This agreement shall be effective from 12:01 AM on the 1st day of January 2012 and shall remain in full force and effect until the 31st day of December 2014 except that for 90 to 120 days prior to December 31, 2011, there shall be a window period" for representational challenges as if this is a three year collective bargaining agreement with a *one* year extension thereof. Not less than 120 or more than 150 days prior to the expiration date of December 31, 2014, either party may give a written notice by certified mail to the other party of

the proposed termination or modification of this agreement.

33.2 The CMHA Board shall have 60 calendar days after tentative agreement is reached to approve or disapprove of the Agreement.

33.3 This Agreement shall continue in full force and effect through and including December 31, 2014, and thereafter from year to year, unless either party gives written notice by certified mail to the other party of the proposed termination or modification of this Agreement or of a successor agreement, not less than 120 days nor more than 150 days prior to the expiration date, December 31, 2014, or the end of any yearly renewal period subsequent thereto.

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

33.5 The provisions contained in paragraphs 33.3 and 33.4 of this Article are intended by the parties to supersede any inconsistent provisions contained in O.R.C. 4117.14(B).

Executed by the undersigned this the 23rd day of ~~March~~ April 2012.

**FOR THE EMPLOYER:**

Lisa Thomas

Carol L. McRae

**FOR THE UNION:**

Daniel E Meier

Charlie Meadows

Tony Rack IBEW 212

James P Higgins

Klopp