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**LABOR AGREEMENT**

**BETWEEN**

**CUYAHOGA METROPOLITAN HOUSING AUTHORITY  
(CMHA)**

**AND**

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES**

**AFL-CIO DISTRICT COUNCIL #6**

**JANUARY 1, 2012 – DECEMBER 31, 2014**

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THIS AGREEMENT has been entered into this 1<sup>st</sup> day of January, 2012 by and between CUYAHOGA METROPOLITAN HOUSING AUTHORITY of Cleveland, Ohio, hereinafter referred to as "CMHA" and INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO DISTRICT COUNCIL #6 of Cleveland, Ohio hereinafter referred to as the "Union."

## ARTICLE I

### RECOGNITION

- 1.1 CMHA recognizes the Union as the sole and exclusive representative of all painters, decorators, tapers and paperhangers and Lead Abatement except the employees presently represented by other unions having collective bargaining agreements with CMHA.

Painters will do all preparatory work related to the performance of their work.

- 1.2 CMHA recognizes the Union as the sole collective bargaining agent for the employees in the appropriate unit described in the foregoing paragraph 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.
- 1.3 This Agreement shall cover painting, decorating, taping, paperhanging and lead abatement and all preparatory work thereto on all CMHA properties but shall not be applicable to new construction.

## ARTICLE II

### INTENT AND PURPOSE

- 2.1 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 III

### MANAGEMENT RESPONSIBILITY

- 3.1 Except to the extent modified by this Agreement, CMHA reserves, exclusively, all the inherent rights and authority to manage and operate its properties and programs. This includes the sole and exclusive right to manage the operation of the Agency including the right to implement new and existing policies, which do not conflict with the express terms of this Agreement. The exclusive rights and authority of CMHA include specifically, but are not limited to the rights expressed in Section 4117.08(c) of the Ohio Revised Code. Additionally, it is recognized that CMHA has the 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 CMHA standards of service, its overall budget, utilization of technology and organizational structure.

b) Direct, supervise and evaluate or hire employees and to determine when and under what circumstances a vacancy exists.

- c) Maintain and improve the efficiency and effectiveness of CMHA operations.
- d) Determine the overall methods, processes, means, or personnel by which CMHA 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) Determine the overall mission of CMHA.
- h) Determine the duties to be included in all job classifications and the standards of quality and performance to be maintained.
- i) Promulgate and enforce work rules, CMHA 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) CMHA shall have the right to privatize or subcontract services, except as expressly limited herein by specific provision.
- m) Effectively and efficiently manage the work force and to utilize personnel in the manner determined by CMHA to be most effective and efficient.
- n) Take reasonable actions to carry out the mission of the public employer as a governmental unit.

3.2 Notwithstanding Chapter 4117.08 of the Ohio Revised Code, CMHA is not required to bargain on any subjects – including, but not limited to, those enumerated above – reserved to and retained by CMHA under this Article except when such subjects are already addressed within this contract.

Therefore, the Union agrees that, during the term of this Agreement, CMHA shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08(c) of the Ohio Revised Code or pursuant to this Article of this Agreement.

3.3 CMHA agrees to furnish all equipment necessary for the use on all of CMHA’s properties.

## ARTICLE IV

### UNION SHOP

4.1 As a condition of employment, all employees covered by this Agreement shall, thirty (30) days after the date of execution of this Agreement, or in the case of new or laid off employees, thirty

(30) days after the date of hiring or recall, become members of the Union and remain members of the Union, in good standing, during the term of this Agreement.

- 4.2 All Bargaining Unit employees on the payroll for more than thirty (30) days who have not claimed religious exemption from the requirement to contribute to a labor organization shall be required to pay a fair share fee consistent with the mandates of Chapter 4117 of the Ohio Revised Code.

In accordance with 4117.09(C), the deduction of a fair share fee by the public employer (CMHA), from the payroll check of the employee and its payment to the employee organization is automatic and does not require the written authorization of the employee.

## ARTICLE V

### CHECKOFF

- 5.1 Upon receipt of a signed authorization of the employee involved, CMHA shall deduct from the employee's pay the initiation fee and dues payable by him to the Union during the period provided for in said authorization.
- 5.2 Deductions shall be made on account of Union dues from the first pay check of the employees after receipt of the authorization and monthly thereafter from the first pay of the employees in each month.
- 5.3 The Union shall indemnify, defend and save CMHA harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by CMHA for the purpose of complying with any of the provisions of the Article, or in reliance on any information furnished under any provision hereof.

## ARTICLE VI

### SENIORITY

- 6.1 New employees hired as regular painters shall serve a six (6) month probationary period. Upon completion of the probationary period, the employee's seniority shall date back to his/her date of hire. Probationary employees shall not have seniority and may be laid off, discharged or otherwise terminated at the sole discretion of CMHA and such action shall not be subject to the grievance or arbitration provisions of this Agreement. Probationary employees shall have no contractual rights except those specifically stated herein.
- 6.2 If layoffs are necessary, all temporary employees will be laid-off first. If additional layoffs are required, all probationary employees in the affected classification(s) shall be laid-off. If further layoffs are required, layoffs shall be made on a classification basis, in inverse order of seniority. For layoff purposes, Union Stewards shall have seniority above other painter employees.
- 6.3 Recalls will be in the reverse order of layoff. Further, the employer will hire no new Painters if any bargaining unit employees are on lay off status.
- 6.4 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 three (3) consecutive months if the employee has less than two (2) years of continuous service with CMHA; is laid off for a period of more than twenty-four (24) consecutive months if the employee has two (2) years or more of continuous service with CMHA;
- 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) or more work days and fails to give 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);
- g) CMHA painter employees may decline an assignment to spray paint if they so choose and will not be subjected to disciplinary action because of so declining. However, if a spray painter is needed and none are available among CMHA painters and management is unable to hire additional painters due to budgetary problems, management may lay off the painter with the lowest seniority and replace him with a qualified spray painter.

6.5 CMHA will employ at least two (2) Painters together on family estates without exception. However, the Union agrees to allow CMHA to employ one (1) Painter to "glaze bath tubs" or paint "elderly high rise" units. When CMHA designates one (1) Painter, CMHA will provide the Painter with a "communication device." In addition, when painters are assigned to "tub glazed" the employee will be monitored by CMHA supervision to assure their well-being.

## ARTICLE VII

### LEAVE OF ABSENCE

- 7.1 Funeral Leave-An employee will be granted a leave of absence with pay, for a 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/her accumulated sick leave with pay if available, in the event of the death of his/her spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, 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 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 a 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 misrepresentation of facts related to a funeral leave, shall be proper cause for disciplinary action (including forfeiture of pay for the leave).
- 7.2 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.
- 7.3 Maternity 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.
- 7.4 Paternity 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.

7.5 Sick Leave - All regular full-time employees shall earn sick leave at the rate of 4.62 hours per pay period provided that the employee is in active status. Unused paid sick leave shall be cumulative up to a maximum of 960 hours and available for future use.

- a) Paid sick leave shall be granted only for actual sickness or injury, confinement by reason of contagious disease, death or serious illness of a member of the employee's immediate family, or visit to a doctor or dentist for medical care.
- 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 unless the employee's supervisor or designee is notified of the sickness within one (1) hour prior to the employee's scheduled starting time on each day of the employee's absence on account of sickness, unless the employee has received written permission from CMHA, and is on an approved leave.
- d) A certificate from a physician may be required for any sickness and 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 designated physician. A certificate may be required for any illness, if a violation of the paid sick leave regulation is suspected.
- e) Upon retirement, an employee shall have the right to convert his/her accumulated paid sick leave into a cash bonus at the rate of one (1) day's pay for each two (2) days of unused, but accumulated sick leave credits.
- f) Employees using forty (40) hours or less of available sick leave in a calendar year shall be eligible for a sixteen (16) hour bonus pay at the end of the year.
- g) 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.

7.6 General-All leaves of absence, for a period of up to six (6) months 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 by CMHA.

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 be absent without leave and shall be subject to dismissal and loss of seniority under Article VI, Section 6.4.

## ARTICLE VIII HOURS OF WORK, SHIFT PREMIUM AND OVERTIME

8.1 CMHA's basic workweek for regular full-time employees shall consist of forty (40) hours during the seven (7) day period beginning Sunday at 12:01 a.m. and ending Saturday at 12:00 midnight. CMHA's workday consist of eight (8) hours. The regular workday shall be set by CMHA between

7:00 a.m. and 5:30 p.m. However, the normal workday for Painters shall be 8:00 a.m. to 4:30 p.m. The lunch period shall be from 12:00 (Noon) to 12:30 p.m. (first shift). Painters that are assigned to work outside of the normal schedule will be selected based on seniority.

- 8.2 Hours worked in excess of 40 hours per week shall be paid at the rate of time and one-half regular rate.
- 8.3 Employees covered by this Agreement who perform work on the night shifts (4:30 P.M. to 1:00 A.M.) shall be paid fifteen cents (\$0.15) an hour for evening or second (Code 2) shift, and twenty cents (\$0.20) an hour for the early morning or third (Code 3) shift (1:00 A.M. to 8:00 A.M.).
- 8.4 Should employees covered by this Agreement be called back to work outside his/her regular working hours, then he/she shall be paid time and one-half or four (4) hours straight pay, whichever is greater.
- 8.5 There shall be a fair distribution of overtime on a rotational basis based on seniority.

**ARTICLE IX  
WAGES**

9.1 All employees covered by this agreement will receive an increase in base wages equal to 3.0% effective January 1, 2012; 2.0% effective January 1, 2013; and 2.0% effective January 1, 2014, for the 3 years of the contract, as listed below:

3.0% Effective January 1, 2012	2.0% Effective January 1, 2013	2.0% Effective January 1, 2014
Painter - \$24.65	Painter - \$25.14	Painter - \$25.64
Painter Foreman - \$25.00	Painter Foreman - \$25.50	Painter Foreman - \$26.01

Wage increases will become effective on the Saturday of the first complete pay period following January 1st of each year.

- 9.1(a) The Authority will maintain its practice of assigning Paint Foreman.
- 9.2 CMHA will provide retirement benefits in accordance with the guidelines established by the Public Employees Retirement System (PERS), and will make contributions on behalf of each employee as specified by PERS regulations.
- 9.3 Any Painter who transports CMHA equipment in his/her own vehicle shall be paid (\$6.25) a day for every day of use. This payment to be made in bi-weekly check. The painter must remain on the job for at least four (4) hours to be eligible for this allowance.

CMHA reserves the right to discontinue the Auto Allowance if CMHA decides to provide vehicles for the Painters, or transport and deliver the essential equipment and materials that exceed 25 pounds.

9.3(a) Mileage will be calculated from the location that the employee is required to report to work, and will be paid at the established I.R.S. rate.

9.3(b) CMHA agrees to provide uniforms for all full-time employees. If CMHA does not provide uniforms, each painter will be paid \$350 a year uniform allowance payable annually.

All Painters receiving a clothing allowance must wear clean white overalls, or Painter's Pants and white shirt.

9.4 Any painter using spray equipment, performing work on scaffolding, swing stage or with ladders, jacks or planks shall be compensated \$.40 per hour over the above scale rates in accordance with existing practices. Also qualifying for above rate will be working with Epoxy or a spray helper. Equipment or any combination thereof is considered as qualifying for the above scale rate.

9.5 Employees hired as temporary painters shall be permitted to work for a period of time not to exceed one (1) year. An individual who is hired by the CMHA, after serving one (1) continuous year of service as a temporary painter with the CMHA, shall serve a one hundred twenty (120) day probationary.

Temporary painters will be obtained by contacting the Union Hall and they shall be paid the hourly rate as specified in the Agreement.

Hourly contributions by CMHA will be made to the Painting Industry Insurance & Pension Fund on behalf of temporary painters over and above the wage rate.

Effective January 1, 2006, the following payment schedule shall apply:

Painting Industry Insurance Fund:	Applicable Fund Rate
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This amount shall be forwarded to the Painting Industry Insurance & Pension Fund, 8257 Dow Circle, Strongsville, Ohio 44136.

Temporary painters who are employed over the one-year shall become regular employees of CMHA and will start their one hundred twenty (120) day probation for hospitalization.

Temporary painters shall be expected to live up to and maintain the professional standards as set forth by the CMHA Labor Management Committee.

Dues check off shall be made as provided in Article V. Temporary painters shall acquire no seniority rights under this Agreement. A temporary employee who becomes a regular employee shall be treated as any other new employee under this Agreement effective as of the date on which he becomes a regular employee. Seniority shall not prevail for recall, lay-off and hire of temporary painters.

9.6 CMHA agrees to notify the Union when a full-time Painter position has been posted. CMHA will consider Temporary Painters that have applied for an open position, along with other candidates that have applied for the position.

**ARTICLE X  
HOLIDAYS**

10.1 All regular full-time employees shall be entitled to paid holidays as follows:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

On General Election Day employees will be given one (1) hour with pay for the purpose of voting. This one (1) hour may be taken at the beginning of the shift or the end of the shift at the employer's option.

10.2 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 (validated by medical certification) or injury or funeral leave, but in no case shall an employee receive holiday pay if he receives no pay during the holiday work week (regardless of the cause of the absence).

If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the observed holidays fall on Saturday, the preceding Friday shall be observed as the holiday for those employees who do not benefit from such holidays because Saturday is not a regular working day.

10.3 All employees covered by this Agreement shall be eligible for sixteen (16) personal hours with pay per calendar year. The administration of these hours shall be in accordance with the rules and regulations established by the Director (a minimum of one (1) hour to maximum of eight (8) hours in a twenty-four hour period).

**ARTICLE XI  
VACATION**

11.1 All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of CMHA service as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
After 1 year	2 weeks
After 7 years	3 weeks
After 11 years	4 weeks
After 20 years	5 weeks

The administration of (including eligibility requirements) shall be in accordance with the rules and regulations established by the Executive Director.

If a recognized holiday falls within an employee's vacation leave the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or at the end of his vacation).

Employees may take their vacation during the calendar year at the convenience of CMHA. During the first quarter of each calendar year, employees will be given an opportunity to indicate, on a form provided by CMHA, their vacation preference, 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 operational requirements. 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 based upon when his/her application was made.

Vacation requests shall be submitted in writing to the, CMHA designee who shall respond in writing, within two (2) weeks, pursuant to the above provisions.

- 11.2 Accrued but unused vacation hours in excess of 240 hours will be cashed out to the employee as of December 31<sup>st</sup> of that year. Employees will receive payment for the excess hours during the first pay period of the following year. Payment of these accrued vacation hours in excess of 240 will be based on the employee's rate of pay as of December 31<sup>st</sup> of that year.

## ARTICLE XII HOSPITALIZATION AND HEALTH CARE INSURANCE

- 12.1 All regular full-time employees in the job classifications covered by this Agreement who have completed ninety (90) days of continuous employment with CMHA shall be entitled to health care coverage for themselves and their family. There will also be vision, prescription drug and dental coverages.
- 12.2 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.
- 12.3 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 A, 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.
- 12.4 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.

- 12.5 If, for any period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit directly to CMHA's Human Resources Department, no later than the employee's next pay day, the amount of the premium owed by the employee. If, during the term of this Agreement the premiums for such health insurance are increased, the employee shall continue to pay the appropriate percentage of any additional increase in premium cost. For purpose of this Section, CMHA's health plan shall include primary health insurance, vision, dental and prescription drugs. Should the employee fail to comply with this Section, said coverage shall be discontinued in accordance with the applicable health care contract.

### **ARTICLE XIII LIFE INSURANCE**

- 13.1 CMHA shall provide all regular full-time employees with one (1) year or more continuous service with CMHA with Convertible Group Term Life Insurance in the amount of Twenty Thousand Dollars (\$20,000).

### **ARTICLE XIV PAYROLL SCHEDULE**

- 14.1 The CMHA payroll period is a bi-weekly period. Employees will be paid for each two-week period on the Friday following each of such periods. The pay period is therefore an 80-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.

### **ARTICLE XV GRIEVANCE PROCEDURE**

- 15.1 Should any difference arise between CMHA, Union or employee regarding the interpretation or application of a provision of this Agreement, it shall be settled in the following manner:

Step 1. Between the employee, his Area Steward if he desires and his Supervisor within three (3) working days after the events upon which the grievance is based.

Step 2. If the grievance is not settled at Step 1, it shall be reduced to writing five (5) days after the answer under Step 1 and taken up by the Chief Steward (the Area Steward shall not attend this meeting), the representatives of District Council No. 6 and the representative of CMHA within five (5) working days after the written grievance is filed.

Step 3. If the grievance is not settled at Step 2, the Union may, within fifteen (15) calendar days after the answer under Step 2, request arbitration by written notice to CMHA. If not submitted within fifteen (15) days after the answer under Step 2, such grievance shall be considered as having

been settled in accordance with such answer. The parties shall attempt to agree upon an impartial arbitrator but if they are unable to agree within seven (7) calendar days from the request for arbitration they shall jointly request the American Arbitration Association to submit a panel of seven (7) arbitrators and the arbitrators shall then be chosen in accordance with the Association's applicable rules. The fees and expenses of the arbitrator shall be borne equally by the parties.

Any grievance which affects a substantial number of employees may initially be presented by the Union at Step 2.

The arbitrator's authority shall be limited to interpretation and application of this Agreement and he shall have no authority to: 1) add or subtract from or modify in any way the provisions of this Agreement; 2) pass upon issues governed by law; or 3) make an award in conflict with law.

Any grievance not timely presented or processed thereafter, shall not be considered and shall not be arbitratable unless time is extended by mutual agreement.

- 15.2 CMHA recognizes the right of the Union to select a Chief Steward, and one "Eastside" and one "Westside" Steward, to represent the employees under the bargaining unit. The Chief Steward shall receive, investigate and process all Step II grievances for the bargaining unit, in addition to attending all orientation sessions involving new bargaining unit members. In the event the Chief Steward is unable to perform his/her duties for an extended period of time due to illness, injury or vacation, one of the Stewards will be designated to receive, investigate and process grievances in addition to his/her normal duties during the absence of the Chief Steward.

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

All Stewards shall have the right to represent bargaining unit employees at the estate level, and the grievance procedure at Step I. The Chief Steward will attend all Pre-Disciplinary Hearings, and grievances above Step I. The Chief Steward will be entitled to any relevant documents that are directly related to the employee's hearing.

The Chief Steward will be allowed to attend CMHA's Board meetings when there is an agenda item pertaining to the bargaining unit, and shall be allowed to visit the various estates (will not disrupt the workforce; must notify manager involved). Union meetings will not be held at CMHA, or during working hours and all Stewards must get permission from their supervisor if they have to leave their work area.

- 15.3 Any regular full-time Painter that receives an oral or written reprimand for not preparing or painting suite (as estimated and marked on the service request by CMHA), shall be permitted to file a Step 2 Grievance after they have attempted to perform the work. Management will consider an employee's overall work record as it relates to exceeding time allowances on painting suites (when disciplinary action is necessary).
- 15.3(a) All disciplinary actions pertaining to attendance shall not be active in an employee's personnel file after twelve (12) months, provided there have been no other attendance-related disciplinary actions issued within said twelve (12) month period. All other disciplinary actions shall remain active in the employee's personnel file for a period of three (3) years. CMHA may retain records if it is such a nature that the employer must maintain copies, for their records only, in

order to establish that the employer dealt with a particular circumstance in order to protect the liability of CMHA.

- 15.4 The Labor-Management Committee shall be comprised of the representatives of CMHA and representatives of the Painters Union. The Committee Labor Management shall be responsible for recommending standards of painting, taping, paperhanging, decorating and any preparatory work. The purpose of committee will also provide a means of communication between the parties and promote a climate of constructive relations. They shall meet every quarter or as needed for on-going problems.
- 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 Management Representative. Both co-chairs shall appoint no more than three (3) additional members to serve on the Labor-Management Committee. The agenda for each meeting shall be jointly prepared by the co-chairs in advance of the meeting.

Labor-Management meetings will take place quarterly 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.

- 15.5 Joint Safety Committee-A representative of Cuyahoga Metropolitan Housing Authority 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 designee. The three (3) employees representing the Union on the Committee shall be designated by the Union.

The Safety Committee shall hold at least one (1) meeting quarterly. In the discharge of its functions, the Safety Committee shall discuss existing practices and conditions, and recommend changes. Should a situation arise where immediate action is required concerning health or safety, the affected employee(s) shall immediately contact their Union Steward and/or Safety Committee member or their immediate Supervisor. If the problem is not resolved, the Director of Human Resources or his designee shall then be contacted and informed of the problem. The Director of Human Resources or his designee shall make a decision as to how the problem will be handled.

CMHA shall comply with the specific safety, health and equipment requirements of the Industrial Commission of the State of Ohio and the Occupational Safety and Health Act Provisions, as applicable to the employees covered by this Agreement.

CMHA shall pay particular attention to those employees spray painting, providing proper masks and ventilation as stipulated above.

- 15.6 Employee Assistance Program-CMHA will make available an Employee Assistance Program as long as funds are available. The Program is not mandatory unless an employee tests positive 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 basis, the cost of the initial assessment, but it shall be the full and exclusive responsibility of the employee to satisfy the financial requirements for any and all treatment and follow-up.

Employees who have not completed their initial one hundred twenty (120) days probationary period following an original appointment shall not be eligible for participation in the Employee Assistance Program.

## **ARTICLE XVI STRIKES, STOPPAGES AND LOCKOUTS**

- 16.1 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from CMHA.

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, slowdown, work stoppage 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.

It is recognized by the parties that CMHA is responsible for and engaged in activities which are the basis of health, welfare and safety of its citizens and that any violation of this Article would give rise to irreparable damage to CMHA and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, CMHA shall be entitled to seek and obtain immediate injunctive relief, along with the Union holding the CMHA harmless from any and all costs arising from the violation of this Article.

It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action

CMHA will not lock out any employee for the duration of this Agreement.

## **ARTICLE XVII OUTSIDE EMPLOYMENT**

- 17.1 Supplementary employment for full-time members of CMHA staff, while not encouraged, may be permitted in individual cases. To prevent possible "conflicts of interest" prior written notice shall be filed in the Executive Director's office and the Director of Personnel.
- 17.2 If, in the opinion of the Executive Director or his representative, such employment is interfering with the employee's CMHA work, then the Executive 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 Executive Director or his representative. If, after review of this information, in the opinion of the Executive Director or his representative, such supplemental employment is deemed to be adversely affecting the employee's CMHA work,

the Executive Director of this representative shall request a meeting with the employee if the employee desires, a representative of District Council No. 6 may be present. In the event the matter is not resolved at such meeting the matter shall be submitted as in Step 3 of the Grievance Procedure (Article XVI).

## ARTICLE XVIII OVERTIME EQUALIZATION

- 18.1 Project-based overtime should be distributed as equally as possible on a rotational basis. To that effect, the following guidelines will be followed.
- 18.2 All project-based overtime shall be rotated on the basis of bargaining unit seniority so that there is equal distribution of overtime in accordance with the overtime list. Where an inequity exists, the affected bargaining unit member shall be offered project-based overtime until the inequity is adjusted. All overtime lists shall be updated on a weekly basis and shall be made available to the union representatives.
- 18.3 Employees will be placed on the overtime list by order of their bargaining unit seniority. The employee with the most bargaining unit seniority will be placed first on the overtime list. Project-based overtime will first be offered to the employee at the top of the overtime list and will continue until the Authority has enough employees to complete the scheduled task. Should CMHA decide that they do not have the skills coverage to meet operational requirements, they shall mandate project-based overtime in reverse bargaining unit seniority order from all those Painters not currently scheduled to the project. Subsequent project-based overtime will be first offered to the bargaining unit employee next listed on the overtime list. After the employee with the least amount of bargaining unit seniority has been offered project-based overtime, the supervisor will return to the top of the overtime list.
- 18.4 Employees who are offered project-based overtime, and for any reason decline or fail to work the project-based overtime, shall be recorded as hours worked for the purpose of overtime equalization. Call back overtime and overtime offered at the conclusion of a shift shall be included from the terms of this Article.
- 18.5 An employee who agrees to work the offered project-based overtime and fails to report for work shall be subject to disciplinary action.
- 18.6 The overtime list is a perpetual list which will be “zeroed out” upon completion of the final pay period of the calendar year. Project-based overtime offerings for the new year will resume at the same location rather than return to the top of the overtime list.
- 18.7 Newly hired regular full-time employees shall be placed on the overtime list in accordance with their bargaining unit seniority.
- 18.8 Temporary Painters are eligible for project-based overtime only after the overtime list has been exhausted.

## ARTICLE XIX SUBCONTRACTING

- 19.1 CMHA shall be entitled to subcontract bargaining unit work in cases of operational or financial emergency. The Union will be contacted at least ten (10) days prior to commencement of subcontracted work to discuss alternatives and will continue discussions during subcontracted work should the parties be unable to resolve concerns. CMHA shall not subcontract to the extent that the bargaining unit is replaced.

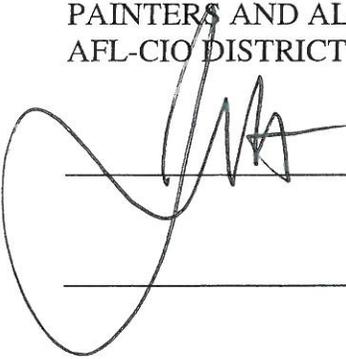
## ARTICLE XX DRUG/ALCOHOL TESTING

- 20.1 It is the policy of CMHA that abuse of drugs or alcohol, or the illegal use of drugs or alcohol will not be tolerated in the work place. Drugs and alcohol pose a significant threat to public safety and to the welfare of CMHA residents and employees. Therefore, drug/alcohol testing will be conducted during pre-employment, annual physicals, for reasonable suspicion and randomly.
- 20.2 All drug and alcohol screening tests will be conducted by medical laboratories licensed by the State of Ohio. The screening tests will be given to employees to detect the illegal use of a controlled substance as defined in the Ohio Revised Code, the use of alcohol or the abuse of legally prescribed drugs.
- 20.3 Employees who test positive for using alcohol or illegal drugs or abusing legally prescribed drugs will be subject to a mandatory Employee Assistance Program (EAP) referral for the first offense. Subsequent offenses will be just cause for immediate termination of employment. Refusal to submit to a drug or alcohol test, or adulteration of, or switching urine or other sample, will also be grounds for immediate dismissal. Participation in any alcohol or substance abuse rehabilitation program will not preclude disciplinary action against employees for any law or rule violation even though such law or rule violation may have been connected in part with alcohol or drug abuse, and/or even if the rehabilitation program is voluntarily undertaken.
- 20.4 Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program connected with CMHA's EAP. Employees who seek such assistance can consult directly with the Director of Human Resources or his designee. Discipline will not result to an employee who voluntarily discloses a drug/alcohol dependency and who agrees to participate in a rehabilitation program, before any of the following triggering events:
- 1) The employee is asked to submit to a drug/alcohol test.
  - 2) Pursuant to CMHA policy, the employee is required to submit to a drug/alcohol test.
  - 3) The employee has violated any laws or rules of CMHA involving the use of alcohol or illegal drugs, or the abuse of legally prescribed drugs.
- 20.5 Notwithstanding the above exceptions to discipline, if at any time while on duty an employee tests positive for alcohol or illegal drugs, or if such employee tests positive for abusing legally prescribed drugs, the employee will be subject to a mandatory Employee Assistance Program (EAP) referral for the first offense. Subsequent offenses will be just cause for immediate termination of employment.

**ARTICLE XXI  
DURATION**

21.1 This Agreement represents a complete and final understanding on all bargainable issues between CMHA and the Union and it shall be effective as of January 1, 2012, and remain in full force and effect through December 31, 2014, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, either party gives timely written notice to the other of an intent to negotiate on any or all of its provision. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after, December 31, 2014 either party gives ninety (90) days notice of an intention to terminate this Agreement.

INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES  
AFL-CIO DISTRICT COUNCIL #6

 6-29-12  
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\_\_\_\_\_  
\_\_\_\_\_

CUYAHOGA METROPOLITAN  
HOUSING AUTHORITY

  
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## APPENDIX A

### 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.