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A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CUYAHOGA METROPOLITAN HOUSING AUTHORITY

AND



**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

(Sworn Police Officers)

EFFECTIVE: January 1, 2012

EXPIRES: December 31, 2014

AS PREPARED BY:

CHARLES L. WILSON
Staff Representative
FOP/Ohio Labor Council, Inc.
2721 Manchester Road
Akron, OH 44319-1020
1-888-367-6524

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ARTICLE 1
PREAMBLE

Section 1.1 This agreement is hereby entered into by and between Cuyahoga Metropolitan Housing Authority, hereinafter designated as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., representing Sworn Police Officers and hereinafter referred to as the "Union."

ARTICLE 2
PURPOSE AND INTENT

Section 2.1 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, CMHA now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following: 1) To recognize the legitimate interests of the employees of CMHA to participate, through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to CMHA; 4) To avoid interruption or interference with the efficient operation of CMHA's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
RECOGNITION

Section 3.1 CMHA agrees that it has and will continue to recognize the FOP, Ohio Labor Council as an exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all Sworn Police Officers in the CMHA Police Department. CMHA and the FOP, Ohio Labor Council agree to continue to negotiate with each other in good faith on all matters concerning the employment of said employees.

Section 3.2 CMHA will furnish the FOP with a list of all employees in the classifications covered by this agreement indicating their starting date of employment as a Sworn Police Officer. Such list will be furnished no less than annually and will be supplemented by the names of all new police officers as hired.

Section 3.3 CMHA recognizes the FOP as the sole and exclusive bargaining representative of all employees in the herein classification:

POLICE OFFICER

Excluding specifically, the Chief of Police, Deputy Chiefs, Commanders, Lieutenants, Sergeants, Corporals, Investigators, Unsworn Officers, Security Officers, all part-time, seasonal and temporary employees, Reserve or Auxiliary Police or Security Officers, professionals as defined in Section 4117 of the Ohio Revised Code and all other full-time and part-time employees.

ARTICLE 4
GENDER AND PLURAL

Section 4.1 Whenever the context so requires the use of words in singular they shall be construed to include the plural, and the words in the plural be construed to include the singular. The words whether in the masculine, feminine, or neither gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5
DUES DEDUCTION/FAIR SHARE FEE

Section 5.1 The Employer agrees to deduct from the wages and salaries of the bargaining unit member's dues required by the FOP/OLC by payroll deduction. All members of the bargaining unit shall either become dues paying members of the FOP/OLC, or as a condition of continued employment, remit to the FOP/OLC a fair share fee in the amount set by the FOP/OLC per person per month in accordance with the provisions of O.R.C. 4117.09 (c), starting the thirty-first (31) day of employment with the employer or execution date of this Agreement, whichever comes first.

Section 5.2 Dues and Fair Share Fees shall be paid over by the Employer once each month to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611 or such address as set by the FOP/OLC from time to time.

Section 5.3 CMHA shall make payroll deductions from the wages of employees upon submission of a signed check-off card for the employee. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the FOP at any time during the fifteen (15) day period preceding the termination of this Agreement, and the authorization card shall state clearly on its face the right of employee to revoke during that period.

Section 5.4 The Employer's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 5.5 The FOP hereby agrees to hold CMHA harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the FOP shall indemnify CMHA for any such liabilities or damages that may arise.

Section 5.6 All members of the bargaining unit, as identified in Article 3 of this Agreement, shall either (1) maintain their membership in the FOP; (2) become members of the FOP; or (3) pay a service fee to the FOP in an amount equivalent to the annual dues for membership in the FOP as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

In the event that a service fee is to be charged to a member of the bargaining unit, CMHA shall deduct such fee in the same manner as dues are deducted as specified above. All bargaining unit employees who are not members of the FOP/Ohio Labor Council shall pay a fair share fee to the

FOP in the amount of employee dues as set by the FOP/OLC from time to time. The deduction to the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the FOP of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

ARTICLE 6 **MANAGEMENT RIGHTS**

Section 6.1 Unless CMHA agrees otherwise in this Collective Bargaining Agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of CMHA to:

- A. Determine matters of inherent managerial policy, which include but are not limited to areas of discretion or policy such as functions and programs of CMHA, standards of services, its overall budget, use of technology, and organizational structure,
- B. Direct, supervise, evaluate, or hire employees, and to determine when and under what circumstances a vacancy exists.
- C. Maintain and improve efficiency and effectiveness of governmental operations,
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted,
- E. Suspend, discipline, demote, or discharge, for just cause, lay off, transfer, assign, schedule, promote, or retain employees,
- F. Determine the adequacy of the work force,
- G. Determine the overall mission of CMHA as a unit of government,
- H. Effectively manage the work force,
- I. Take actions to carry out the mission of CMHA as a governmental unit.

ARTICLE 7 **EMPLOYEE RIGHTS/DISCIPLINE**

Section 7.1 Discipline action taken by CMHA shall only be for just cause.

Section 7.2 It is hereby agreed that CMHA shall furnish two FOP representatives with one (1) copy of the executed action for all members covered by this Agreement.

Section 7.3 Any member of this bargaining unit who is required to appear at any investigative hearing or interview while off duty shall be paid for actual hours of the interview.

Section 7.4 An employee may request an opportunity to review his personnel or departmental file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the FOP present when reviewing his file. A request for copies of items

included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 7.5 Records of disciplinary action that are more than one (1) year old for attendance, or two (2) years old for all others, shall upon request of the employee, be removed from his or her disciplinary personnel file and will not be used in future disciplinary action(s).

Section 7.6 If CMHA has reason to suspect that an employee has engaged in misconduct, the employee will be informed of the general nature of any investigation of himself prior to any questioning of the subject employee. An FOP representative may be present during any questioning. The unavailability of an FOP representative shall not delay the interrogation.

Section 7.7 Before an employee may be disciplined for his/her refusing to answer a question or participate in an investigation, he/she shall be advised that his/her refusal to answer such questions or participate in such investigations will be the basis of disciplinary action. An employee has the right to the presence of an FOP representative at all disciplinary interrogations. The unavailability of an FOP representative shall not delay the interrogation.

Section 7.8 Neither CMHA nor the FOP recognizes the polygraph, the Voice Stress Analyzer, or any similar device as the sole factor in determining guilt. If, in the course of an internal affairs investigation, the Chief of Police determines that a polygraph examination, voice stress analysis, or analysis from a similar device is necessary, the employee under investigation shall submit to same upon the order of the Chief.

There shall be no polygraph examination or voice stress analysis or analysis from a similar device given unless (1) An employee representative and/or FOP attorney is allowed to accompany the CMHA employee before the examination/analysis; (2) the subject of the intended inquiry is specifically and narrowly related to the performance of the officer's official duties; (3) the officer's answers cannot be used against him in any subsequent criminal prosecution; and (4) the officer is advised of these rights as part of the order to be examined as well as the fact that his refusal could result in discipline.

Section 7.9 Investigations shall be completed within ninety (90) business days from the date of the incident, or ninety (90) business days from the date CMHA becomes aware of the incident unless the employee's conduct involves criminal allegations, sexual harassment, drug/alcohol abuse or workplace violence. In these cases, the investigation shall be completed as soon as is practicable, or at the conclusion of the criminal case where the conduct involves a crimination allegation. CMHA shall inform the employee of the final disposition of its investigation, and whether charges will be preferred against the employee with ten (10) days of the conclusion of the investigation.

Section 7.10 All complaints by civilians which may on their face involve suspension or discharge of an employee, shall be in writing and signed by the complainant. CMHA will furnish to the employee whom the complaint has been filed against, a copy of the complaint when such employee is notified of the investigation. The name, address, telephone number and social security number shall be redacted. If the investigation results in suspension or termination, the Union will be entitled to the previously redacted information.

ARTICLE 8
GENERAL

Section 8.1 Employees shall operate under the direction and control of the Chief of Police and the other supervisory employees of the Police Department whom fall under the Law Enforcement chain of command. An employee's primary responsibility is the protection of the CMHA residents and CMHA property.

Section 8.2 Employees shall perform generally the duties associated with the protection of CMHA residents and CMHA property. Maintenance work is the responsibility of maintenance employees; except for such work as may be directly related to, and required for the protection and safety of tenants, no maintenance work shall be assigned to the CMHA Police Officers.

Section 8.3 Labor-Management Committee - CMHA and the FOP agree to establish and maintain a Labor-Management Committee. The purpose of the Labor-Management Committee is to provide a means of communication between the parties and promote a climate of constructive employee-employer relations. Topics may include, but are not limited to:

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

The Labor-Management Committee will be co-chaired by a Union and a Management representative. Both co-chairs may appoint up to three (3) additional members to serve on the Labor-Management Committee. The agenda for such meeting shall be jointly prepared by the co-chairs in advance of the meeting.

Labor-Management meetings may take place every other month or on an as-needed basis as determined by both parties. Employees shall not be compensated for attending Labor-Management Committee meetings.

If parties mutually agree, a third (3rd) party such as the Federal Mediation and Conciliation Service (FMCS) shall be selected to participate in such meetings to assist in the improvement of the labor relationship. The third (3rd) party participant shall be terminated by mutual agreement of the parties.

ARTICLE 9
EQUIPMENT/USE OF VEHICLE

Section 9.1 All members of the bargaining unit shall operate a vehicle supplied by the Department of Police. Generally, personal vehicles shall not be used to conduct official police business. However, a member of the bargaining unit may be required to use his or her own personal vehicle when attending court, range time, training sessions, or in the case of an emergency. If an employee is required to use his or her personal vehicle to conduct official police business outside Cuyahoga County, the employee shall be reimbursed for mileage at the

current I.R.S. mileage rate, provided the use of the personal vehicle is required by the Employer and the reimbursement is approved in advance by the Chief or his Designee.

ARTICLE 10

ASSOCIATE REPRESENTATION

Section 10.1 The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of Representative. A request to leave a normal work assignment will not be unreasonably withheld by the representative's immediate supervisor. An employee representative (not to exceed one (1) representative per shift) shall be scheduled for an additional hour and fifteen minutes per week at the applicable straight-time rate for the purpose of processing grievance and/or handling other Union business related to CMHA.

Section 10.2 Members of the Negotiating Committee (not to exceed three (3)) shall be allowed reasonable time off without loss of pay to participate in collective bargaining meetings with CMHA if held during a member's regular working hours.

Section 10.3 The FOP will be allowed one (1) locked bulletin board for official FOP notices. The Chief of Police shall have a key to the bulletin board. However, the Chief will not remove anything from the bulletin board without first discussing it with the FOP or their representative.

Section 10.4 With prior notice of not less than 72 hours the FOP may schedule meetings on Police Department property provided space is available and insofar as those meetings are not disruptive of the duties of the employees or the efficient operation of the Department. Special rank and file meetings may be held at any hour. Insofar as is feasible, all on or off duty bargaining unit members shall be afforded the opportunity to attend these meetings.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.1 Every employee shall have the right to present his or her grievance in accordance with the procedure provided herein, free from any interference, coercion, restraint, discrimination or reprisal and, except at Step One (1), shall have the right to be represented by an Associate of his or her own choosing (said Associate shall not exceed two (2)) at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement, that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 11.2 For the purpose of this procedure, the below listed terms are defined as follows:

- A. Grievance – A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- B. Grievant – The “grievant” shall be defined as any employee or group of employees within the bargaining unit or the FOP, Ohio Labor Council, Inc.

- C. Party in Interest – The party in interest shall be defined as any employee of CMHA named in the grievance who is not the grievant.
- D. Business Days – A “business day” as used throughout this Agreement shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

Section 11.3 The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. Except at Step One (1), all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement at issue, those involved in the grievance, the time and place where the alleged event or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.
- B. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. If a grievance affects a group of employees working in different locations, with different principals or associated with an employer-wide controversy, it may be submitted at Step Three (3).
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the FOP, Ohio Labor Council, Inc., provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be hinging upon the grievant and shall, in all respects, be final. Said adjustments shall not create a precedent or ruling binding upon CMHA in future proceedings.
- E. The grievant may choose an associate he wishes to represent him at any step of the grievance procedure after Step One (1).
- F. The existence of this Grievance Procedure, hereby established, shall be deemed to require any employee to pursue the remedies herein provided.
- G. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If CMHA fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this agreement.

Section 11.4 All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) business days of the occurrence of the facts or circumstances giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) business days of the written notice, at which time the issue in dispute will be discussed with the objective of resolving the matter informally. A written decision will be given by the supervisor within five (5) business days of the informal meeting.

Step 2: If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Chief of Police, or his Designee, within ten (10) business days from the date of the Union's receipt of the decision at Step 1. Copies of the written decision shall be submitted with the appeal. The Chief of Police or his Designee shall convene a hearing within ten (10) business days of the receipt of the appeal. The hearing will be held with the grievant, his FOP, Ohio Labor Council, Inc. representative and any other party necessary to provide the required information for the rendering of a proper decision. The Chief of Police or his Designee shall issue a written decision to the employee and his FOP, Ohio Labor Council, Inc. representative within fifteen (15) business days from the date of the hearing.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Director of Human Resources, or his Designee, within ten (10) business days from the date of the Union's receipt of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Director of Human Resources, or his Designee, shall convene a hearing within ten (10) business days of receipt of the appeal. The hearing will be held with the grievant, his FOP, Ohio Labor Council, Inc. representative and any other party necessary to provide the required information for the rendering of a proper decision. The Chief of Police, or his Designee, shall issue a written decision to the employee and his FOP, Ohio Labor Council, Inc. representative within fifteen (15) business days from the date of the hearing. If the FOP, Ohio Labor Council, Inc. is not satisfied with the written decision at the conclusion of Step 3, the FOP, Ohio Labor Council, Inc. may proceed to arbitration pursuant to the Arbitration Procedure contained in Article 13. Employees may grieve suspensions directly to Step 3. Such grievance shall be filed within ten (10) business days of the Union's receipt of such decision.

ARTICLE 12

ARBITRATION PROCEDURE

Section 12.1 In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived, then within twenty (20) days after the rendering of the decision at Step Two (2), the FOP, Ohio Labor Council, Inc. may submit the grievance to arbitration. Within this twenty (20) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 12.2 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 12.3 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 12.4 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 12.5 An employee requested to appear at the arbitration hearing, by either party, shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed four (4) employees.

Section 12.6 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 13 **NON-DISCRIMINATION**

Section 13.1 CMHA and the FOP, Ohio Labor Council, Inc. agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, or handicap.

Section 13.2 The FOP expressly agrees that membership in the FOP is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 14 **OBLIGATION TO NEGOTIATE**

Section 14.1 CMHA and the FOP, Ohio Labor Council, Inc. acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of 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 this Agreement.

Section 14.2 Therefore, for the life of this Agreement, CMHA and the FOP, Ohio Labor Council, Inc. each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate 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 in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 14.3 Notwithstanding the above, CMHA may initiate mid-term bargaining by submitting a written notice to the FOP, Ohio Labor Council, Inc. Such written notice shall identify the issue(s) over which CMHA seeks mid-term bargaining. Mid-term bargaining shall be conducted in accordance with Ohio Revised Code Section 4117.14.

Section 14.4 The issuance of a final offer settlement award constitutes a binding mandate on the Employer and the Union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order and all previously negotiated agreements shall constitute amendments to the collective bargaining agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement, execute an amended collective bargaining agreement including the award and order of the conciliator and all tentatively agreed upon issues not submitted to the conciliator for resolution

ARTICLE 15 **CONFORMITY TO LAW**

Section 15.1 This Agreement shall supersede any present, future, State or local laws, along with any applicable Rules and Regulations. The invalidity of any provisions of this Agreement, by reason of any such existing or future laws, rule or regulation, shall not affect the validity of the surviving portions.

Section 15.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decisions shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect, as if such invalid portion thereof had not been included herein.

ARTICLE 16 **SENIORITY**

Section 16.1 Seniority is defined as length of service from date of hire as a Sworn Police Officer with the CMHA Police Department.

Section 16.2 Part-time Police Officers are not entitled to any of the provisions or rights within the bargaining unit's Agreement.

Section 16.3 Employees within the bargaining unit shall be classified as: POLICE OFFICER

Section 16.4 New employees, promoted employees or rehired employees within the bargaining unit shall be considered as probationary employees for the first twelve (12) months following successful completion of the Academy for new hires; or twelve (12) months from the date of promotion or rehire for promoted or former employees after which their seniority shall date back to their date of hire or rehire. Newly hired 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.

Section 16.5 Seniority shall be broken (or terminated) when an employee: (a) quits or resigns; (b) is discharged for just cause; (c) is laid off or on a leave of absence (including a disability leave of absence, unless the disability was incurred "in the line of duty") for a period of more than twenty-four (24) consecutive months if the employee has less than five (5) years of seniority; is laid off or on a leave of absence (including a disability leave of absence, unless the disability was incurred "in the line of duty") for a period of more than thirty-six (36) consecutive months if the employee has five (5) years or more of seniority; (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; or (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 records).

Section 16.6 Upon written request by the Union, CMHA Human Resources Department shall provide a list of bargaining unit employees, including the rate of pay, classification, and date of seniority, once yearly.

ARTICLE 17 **LAYOFF AND RECALL**

Section 17.1 Members of the bargaining unit may be laid off only for lack of work or lack of funds.

Section 17.2 In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their bargaining unit seniority in the rank of Sworn Police Officer, last hired are the first to be laid off.

Section 17.3 A recall from layoff will be based upon the employee's bargaining unit seniority in the rank of Sworn Police Officer (last laid off, first recalled).

Section 17.4 Before any full-time employee may be laid-off all part-time employees will be laid-off. Laid off officers will be given the option to obtain a reserve officer's status (but shall not be required to do so). Such reserve officers shall then be required to work eight (8) hours per month in order to retain the reserve officers' commission.

ARTICLE 18 **DUTY HOURS**

Section 18.1 The basic work week for all police officers, both uniform and non-uniform shall be forty (40) hours in a one (1) week period from the start of the work week beginning on Saturday and the end of the work week concluding on Friday.

Section 18.2 Whenever a shift position is added or when a presently occupied shift position becomes available due to a termination, retirement, etc. and CMHA intends to fill said shift opening, the present employees may bid for the shift opening based upon their seniority in that classification. Placement of the successful bidder under this section shall not be denied

arbitrarily or capriciously. Nothing herein shall be construed as limiting the right of CMHA to schedule shift hours and/or make assignments according to operational needs.

ARTICLE 19

OVERTIME PAY/COURT TIME

Section 19.1 All employees, for work performed in excess of forty (40) hours in the basic work week, as defined in Article 19, when approved of or scheduled by the immediate supervisor, shall be compensated at the employee's election, either at (A) the hourly rate of one and one-half (1½) times the employee's regular hourly rate for all overtime or (B) compensatory time computed at the same rate to be taken in the future as approved. For purposes of the above, work performed shall include hours for which an employee is compensated, whether or not such hours are actually physically worked with the sole exception of sick leave (Article 23). Compensatory time must be used within the year it is earned. Once yearly, an employee shall elect to receive compensatory time or pay under this section.

Section 19.2 Scheduled overtime shall be distributed equally among employees on the same shift in accordance with seniority. Should an inadequate number of employees on a particular shift indicate a desire to work overtime, then CMHA shall schedule such overtime using inverse seniority. A record of overtime shall be kept by the Chief of Police for purposes of checking the equal distribution of overtime. This record shall be made available to the appropriate FOP, Ohio Labor Council, Inc. representative upon request. Overtime work offered an employee and refused by him shall be considered as time worked for purposes of calculating the equality of distribution. Where an inequity appears, then an employee who failed to receive his/her equal share of overtime shall be granted a preference in the assignment of overtime until the inequity has been remedied. Once scheduled and assigned to work overtime, an employee failing to report as assigned shall be subject to disciplinary action in accordance with Departmental policy.

Section 19.3 The compensatory time options contained in this Article shall be offered only to the extent consistent with the Fair Labor Standards Act.

Section 19.4 Whenever approved by the immediate supervisor, employees called in to work or appearing in court on behalf of CMHA, for a time period of less than two and one-half (2½) hours when the employee is not on duty, shall be compensated not less than two and one-half (2½) hours subject to the election of the method in which compensation is to be received as set forth within Section 1 of this Article. Court time prior to the start of the employee's shift shall be compensated only until the start of the employee's shift. Multiple or consecutive contiguous court time shall be considered a single event for the purposes of this Section.

Section 19.5 Range Time: All employees, when required by CMHA, will attend the range for target practice or annual qualifications and shall be paid for four (4) hours at either straight pay or in compensatory time, at their selection, if required to attend while off duty.

Section 19.6 Mandatory training shall be compensated at straight time for actual time worked or as overtime in accordance with Section 1 of this Article if the same is overtime.

ARTICLE 20
SUBCONTRACTING

Section 20.1 CMHA recognizes and acknowledges the interest of the FOP, Ohio Labor Council, Inc. in preserving job opportunities and job security for its members. However, CMHA reserves the ability and right to subcontract the work or services of the kind, nature or type covered by or presently performed or hereafter assigned to the collective bargaining unit where CMHA is unable to recruit sufficient candidates to meet operational needs and/or to meet emergency needs. CMHA agrees to notify the FOP at least ten (10) days prior to commencing the subcontracted work for the purpose of discussing the effect of the decision and attempt to work out an equitable solution to the problem. If a mutual agreement is not reached within the ten (10) day period, CMHA will commence the subcontracted work while continuing discussions with FOP. CMHA agrees that it will not transfer, lease, assign, convey or subcontract bargaining unit work to such an extent that it would replace the bargaining unit with subcontracted services.

ARTICLE 21
HOLIDAYS

Section 21.1 All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Veteran's Day	Martin Luther King Day
Independence Day	Memorial Day
Christmas Day	

The eleven (11) holidays enumerated above shall be observed on those days so recognized by CMHA per its Department holiday policy. Said policy shall not alter the employee's number of holidays but may allow observance on the prior and/or following weekdays when the holiday falls on a weekend.

Section 21.2 Employees shall have the option of electing to either take the time off with pay or work the day and be paid for the holiday at one and one-half (1½) times his straight time rate of pay, and shall notify the Chief or his Designee at least ten (10) days in advance of his election. In the event the employee works the holiday, the employee shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate in accordance with Article 19 and shall receive eight (8) hours compensatory time in addition.

Section 21.3 Should an employee request to take the time off instead of working the holiday, the employee shall designate, in writing, within at least ten (10) business days of the requested time off, the days he wishes to take off, which shall be subject to the advance approval of the Chief or his Designee.

ARTICLE 22
VACATION

Section 22.1 Each full-time employee shall earn and be entitled to paid vacations in accordance with the following schedule:

<u>Length of Service with CMHA</u>	<u>Weeks</u>
After – (1) year	Two (2)
After – (8) years	Three (3)
After – (12) years	Four (4)
After – (22) years	Five (5)

Section 22.2 Length of service for purposes of the above schedule shall be determined as of December 31, of the year in which the vacation is taken, and earned vacation shall be awarded in January of each year except that probationary employees shall be awarded their vacation on the employee's anniversary date in accordance with the above schedule, and thereafter in January of each year. Further, to receive vacation the employee must be employed by CMHA at that time.

Section 22.3 Vacation time shall be requested at least five (5) days in advance and shall be taken at a time approved of by the Chief or his Designee. This requirement may be waived by the Chief or his Designee.

Section 22.4 An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

Section 22.5 Any employee who quits or is terminated or retires and has accumulated unused vacation time shall be paid such vacation time at a rate of 1 day's pay for 1 day of vacation time. Vacation accumulations in excess of 240 hours on December 31 of any year shall be paid out in lieu of time off.

ARTICLE 23
SICK LEAVE

Section 23.1 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; or 3) serious illness, injury or death in the employee's immediate family.

Section 23.2 All full-time employees shall earn sick leave at the rate of 4.62 hours per pay period provided, however, that an employee shall not earn sick leave for any pay period where he is in a "without pay" status.

Section 23.3 An employee who is to be absent on sick leave, shall notify his supervisor of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent, unless due to an extended injury or illness as verified by a medical doctor's excuse.

Section 23.4 Sick leave may be used in segments of not less than one (1) hour.

Section 23.5 Any suspected abuse of sick leave or suspected patterned use of sick leave may result in the employee being required to submit proof of illness. Any abuse of sick leave shall be just cause of discipline as determined by the Chief or his designee.

Section 23.6 The Chief or his Designee may require an employee who has been absent due to personal illness or injury, prior to his return to duty, to be examined by a physician designated and paid for by CMHA, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 23.7 When the use of sick leave is due to illness or injury to the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, or parents.

Section 23.8 An employee who transfers from this department to another department of CMHA shall be allowed to transfer his accumulated sick leave to the new department.

Section 23.9 Upon retirement, accumulated sick time shall be paid at a rate of 1 day's pay for 2 days of sick time.

Section 23.10 Any employee off sick for more than three (3) consecutive days may be required to provide proof of illness.

Section 23.11 An employee who is eligible and placed on Ohio PERS Disability or who is determined by OPOTA to have a break in service shall be required to renew Ohio Peace Officer Training Council qualifications, at the employee's expense, prior to returning to active duty.

ARTICLE 24 **SICK LEAVE BONUS**

Section 24.1 An employee using forty (40) hours or less of available sick time per year shall receive as a bonus sixteen (16) hours of pay at the end of the year.

The sick day year will run from January 1st to December 31st. Payment will be made by separate check at the time of the next pay following the completion of the sick day year.

Section 24.2 Any member of the bargaining unit shall be permitted to donate any amount of accumulated sick time and/or compensatory time to the account of any other member of the bargaining unit. The donation of accumulated sick time and/or compensatory time shall only be made to other members of this bargaining unit who are on an approved sick leave of absence while in a "without pay" status.

ARTICLE 25 **PERSONAL LEAVE**

Section 25.1 All employees shall, in addition to all other leave benefits, be granted two (2) personal leave days each year.

Section 25.2 A request for personal leave shall be made to the Chief of Police or his Designee at least five (5) days prior to the requested personal day. This requirement may be waived by the

Chief or his Designee. Approval or denial of same shall be made by the Chief of Police or his Designee at least forty-eight (48) hours prior to the requested personal day. Personal days shall only be taken with the advance approval of the Chief of Police or his Designee.

Section 25.3 Lunch period: All employees will be permitted to take twenty-five (25) minutes for lunch period. Lunch period may be interrupted only in case of emergency to meet operational necessities.

ARTICLE 26 **FUNERAL LEAVE**

Section 26.1 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family. If the funeral is out of state, five (5) days shall be granted. Immediate family is defined as the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, and grandparents.

ARTICLE 27 **LINE OF DUTY INJURY LEAVE**

Section 27.1 In the event the employee suffers any major injury such as: a gunshot wound, stab wound or major broken bone in the course of active duty with CMHA, which requires substantial recuperation time or time off work, he shall be entitled to Line of Duty injury leave.

Section 27.2 Line of duty injury leave shall consist of paid leave time. To qualify for this leave the employee must file and be eligible for workers' compensation benefits. Said employee shall receive injury leave from the time of injury until the employee begins receiving workers' compensation payments. Upon receiving workers' compensation payments the injury leave shall cease.

Section 27.3 CMHA shall have the right at any time during this period to request medical verification of the employee's injury from the employee's doctor. In addition, CMHA shall have the right, at CMHA's expense to require that the employee be examined by a doctor of CMHA's choosing for medical verification of the injury.

Section 28.4 CMHA shall have the right offer Restricted/Light Duty assignments in accordance with the CMHA Police Department Policy & Procedures Manual.

ARTICLE 28 **JURY DUTY**

Section 28.1 Any employee who is called for jury duty, whether Federal, County, or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE 29
MATERNITY AND PATERNITY LEAVE

Section 29.1 Maternity leave of absence shall be granted to a pregnant employee unable to perform the substantial and material duties of her position for a period not to exceed six (6) months. Maternity leave shall be charged to an employee's available sick leave, vacation leave, personal leave and available compensatory time or said leave shall be without pay.

Section 29.2 Five (5) days of paternity leave of absence shall be granted upon request of an employee within ten (10) days following the birth of his child. Paternity leave shall be charged against the employee's available sick, vacation, or compensatory leave credits. If the employee does not have sick, vacation or compensatory leave credits available, he shall not be paid for the leave.

Section 29.3 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. An employee must use any available sick, vacation or personal leave accumulations in conjunction with the FMLA Leave.

ARTICLE 30
MILITARY LEAVE

Section 31.1 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.

ARTICLE 31
COMPENSATION

Section 31.1 Effective January 1, 2012, the following compensation shall apply to all Police Officers:

Police Officers on the Wage Step Schedule

Officers with less than five (5) years' experience shall be compensated at a rate in accordance with the following step schedule:

<u>Years of Service</u>	<u>2012/Hr.</u>	<u>2012/Yr.</u>	<u>2013/Hr.</u>	<u>2013/Yr.</u>	<u>2014/Hr.</u>	<u>2014/Yr.</u>
0 – 1	13.22	27,502.39	13.49	28,052.44	13.76	28,613.49
1 – 2	14.26	29,598.78	14.51	30,190.76	14.81	30,794.57
2 – 3	15.29	31,805.50	15.59	32,441.61	15.91	33,090.45
3 – 4	16.35	34,012.23	16.68	34,692.47	17.01	35,386.32
4 – 5	17.90	37,247.28	18.26	37,992.23	18.63	38,752.07
5+	20.00	41,600.00	20.25	42,120.00	20.50	42,640.00

During years 2012, 2013 and 2014, employees on the wage step schedule shall receive their step increase on their anniversary date of hire as a Sworn Police Officer.

Police Officers Completing the Wage Step Schedule During the Term of this Agreement

During year 2012, upon completion of the last step in the above step schedule, the employee will receive a three percent (3.0%) wage increase on his/her current hourly rate on the employee's anniversary date of hire as a Sworn Police Officer.

During year 2013, upon completion of the last step in the above step schedule, the employee will receive a three percent (2.0%) wage increase on his/her current hourly rate on the employee's anniversary date of hire as a Sworn Police Officer.

During year 2014, upon completion of the last step in the above step schedule, the employee will receive a three percent (2.0%) wage increase on his/her current hourly rate on the employee's anniversary date of hire as a Sworn Police Officer.

Police Officers Who Have Completed the Wage Step Schedule

An employee not on the above step schedule as of December 31, 2011, will receive a three percent (3.0%) wage increase on his/her their current hourly rate in 2012.

An employee not on the above step schedule as of December 31, 2012, will receive a three percent (2.0%) wage increase on his/her current hourly rate in 2013.

An employee not on the above step schedule as of December 31, 2013, will receive a three percent (2.0%) wage increase on his/her their current hourly rate in 2014.

Section 31.2 All wage adjustments for Police Officers who have completed the Wage Step Schedule will become effective on the Saturday of the first complete pay period immediately following January 1 of each contract year.

ARTICLE 32
SHIFT DIFFERENTIAL

Section 32.1 Employees required to work the afternoon or midnight shift will be compensated in addition to their regular pay at the rate of twenty (\$.20) cents per hour for afternoon, and thirty (\$.30) cents per hour for midnight shift.

ARTICLE 33
EDUCATIONAL AND OTHER ASSISTANCE

Section 33.1 All full-time employees who have completed a minimum of one (1) calendar year of employment with CMHA may participate in CMHA's Educational Assistance Program as described and subject to the conditions set forth in CMHA AO-11 which is hereby incorporated by reference as it relates to the Educational Assistance Program.

ARTICLE 34
UNIFORM ALLOWANCE

Section 34.1 Effective immediately, newly hired employees shall receive the following uniform issuance:

4 long sleeve shirts	1 winter coat
4 short sleeve shirts	1 rain coat
3 pairs of trousers	1 8-point hat

An employee shall have the option of purchasing, at their own expense, a lightweight coat to be approved by the Chief of Police. Employees may have the option of purchasing a winter leather jacket of a style and quality approved by the Chief of Police at their own expense to be worn in accordance with Departmental Regulations.

Section 34.2 Effective immediately, all non-probationary employees having served at least one (1) year shall receive an annual uniform allowance in the amount of six hundred dollars (\$600.00). This amount shall be paid on March 1st of each year.

Section 34.3 Additional approved uniform items shall be purchased by the employee, upon order of the Chief of Police. Said additional items will be purchased from the employee's uniform allowance in the manner described above.

The cost to purchase said additional items ordered to be purchased by the Chief of Police shall not exceed two hundred dollars (\$200.00) in any year. Employees shall be given at least sixty (60) days' notice prior to being required to make any purchase. Probationary employees are required to purchase mandated items upon completion of their probationary period.

In addition to the above allowance, all Police Officers shall purchase a bullet proof vest from an approved list which will be paid for by CMHA on a reimbursed basis. Police Officers are required to wear the bullet proof vest in accordance with a supervisor's direction and as set forth in CMHA Manual of Rules and Regulations for Police Officers. Within the first month of hire and every five (5) years following, each Sworn Police Officer will be provided with up to six hundred dollars (\$600.00) for the sole purpose of purchasing a bullet proof vest. The Officer will be required to submit a receipt for such purchase prior to being reimbursed.

ARTICLE 35
INSURANCE

Section 35.1 All regular and full-time employees 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 coverage.

Section 35.2 Premiums for insurance coverage under this Article shall continue to be paid for a period of time not to exceed six (6) months while the employee is on an approved leave of absence, in a paid status. The obligation then becomes that of the employee to pay any further premiums in full for continued insurance coverage.

Section 35.3 The employees covered by this agreement shall pay a monthly premium cost for continued health care coverage under this Article. Such 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.

Within sixty (60) calendar days following ratification of this Agreement, an equal number of representatives from the Employer and the unions representing its various 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 percent (12%) of their monthly health insurance premiums.

ARTICLE 36 **MISCELLANEOUS**

Section 36.1 In any instance where CMHA sends an employee for a medical examination, CMHA shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

Section 36.2 CMHA agrees to provide a legal defense and relieve an employee from liability for claims arising out of conduct taken by the employee within the scope of his/her employment per Administrative Order, Resolution No. 238-94.

Section 36.3 All employees shall be required to maintain a residence within sixty (60) miles of police headquarters.

ARTICLE 37 **RETENTION OF BENEFITS**

Section 37.1 All of CMHA's resolutions and practices, etc. shall remain in full force and effect during the life of this Agreement, except to the extent that such resolutions and practices, etc., conflict with the terms of this Agreement in which case the terms of this Agreement shall be deemed as superseding such resolutions and practices, etc.

ARTICLE 38 **SAVINGS CLAUSE**

Section 38.1 In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion

shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such an event, CMHA and the FOP, Ohio Labor Council, Inc. will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 39
LONGEVITY

Section 39.1 Police Officers shall be entitled to longevity payments according to the following schedule upon completion of the years listed:

After five (5) years:	\$ 500.00
After ten (10) years:	\$ 950.00
After fifteen (15) years:	\$1,700.00
After twenty (20) years:	\$2,200.00
After twenty-five (25) years:	\$2,700.00

Section 39.2 Effective January 1, 2013, longevity payments shall be paid in the second pay in November.

ARTICLE 40
DRUG/ALCOHOL TESTING

Section 40.1 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 physical, for reasonable suspicion and randomly.

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.

Employees who test positive for using alcohol or illegal drugs or abusing legally prescribed drugs will be subject to disciplinary action up to and including dismissal. Refusal to submit to a drug or alcohol test, or adulteration of, or switching a 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.

Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program connected with CMHA's Employee Assistance Program. 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 agency policy, the employee is required to submit to a drug/alcohol test.
3. The employee has violated any laws or rules of CMHA or of the Police Department involving the use of alcohol or illegal drugs, or the abuse of legally prescribed drugs.

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 immediate dismissal.

ARTICLE 41 **NO STRIKE POLICY**

Section 41.1 The FOP, Ohio Labor Council, Inc. 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.

If any violation of this article occurs, the FOP 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 FOP 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 to obtain immediate injunctive relief.

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

CMHA shall not lock out any employee for the duration of this agreement.

ARTICLE 42 **CONCILIATION**

Section 42.1 All statutes, rules and regulations concerning negotiations and fact-finding shall be followed according to Chapter 4117 of the Revised Code.

If either party rejects the Fact-Finder's decision, all issues in dispute shall be submitted to final offer settlement proceedings (conciliation) per the provisions of R.C. 4117(G), (H), (I) and all other applicable statutes, rules and regulations concerning final offer settlement proceedings (conciliation).

The parties dispute shall be subject to conciliation as if said dispute qualifies for conciliation under R.C. 4117.14(D)(1).

ARTICLE 43
DURATION OF AGREEMENT

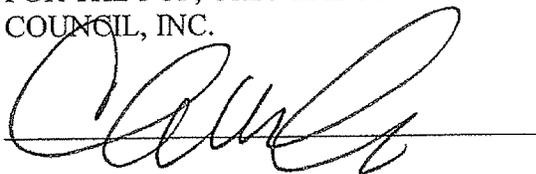
Section 43.1 The contract shall be effective retroactive to January 1, 2012, and shall remain in full force and effect until midnight December 31, 2014.

ARTICLE 44
EXECUTION

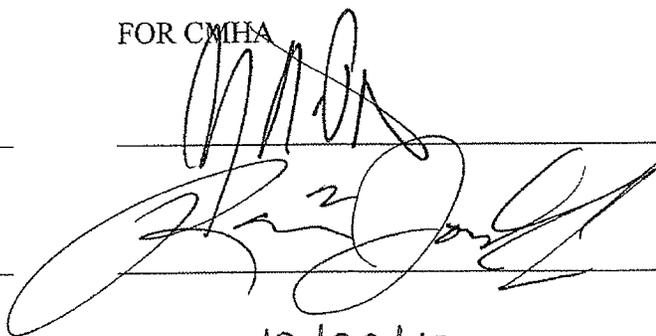
Section 44.1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2012.

FOR THE FOP, OHIO LABOR
COUNCIL, INC.



FOR CMHA



Dated: 12/06/12

Dated: 12/20/12

SIDE AGREEMENT

During negotiations between CMHA and the FOP, Ohio Labor Council, Inc. for the 2012 to 2014 Collective Bargaining Agreement, the parties agree that, the V-Class schedule currently in effect, will continue for the term of this Agreement, subject to change upon operational necessity to provide effective police services.

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.

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Littler Mendelson, PC
1100 Superior Avenue
20th Floor
Cleveland, OH 44114

December 17, 2012

Craig M. Brown
216.623.6123 direct
216.696.7600 main
cmbrown@littler.com

Charles Wilson
Fraternal Order of Police
Ohio Labor Council, Inc.
2721 Manchester Road
Akron, Ohio 44319-1020

Re: Cuyahoga Metropolitan Housing Authority and Fraternal Order of Police, Ohio Labor Council, Inc.: Reimbursement of Advanced Vacation

Dear Mr. Wilson:

This letter will supplement the 2012-2015 Collective Bargaining Agreement between Cuyahoga Metropolitan Housing Authority ("CMHA") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP") regarding the payment/reimbursement of vacation. You will recall, the parties entered into an agreement whereby a police officer will be entitled to take his/her full annual accrued vacation as of December 31 of any year beginning January 1 of that same year. In other words, the vacation will be "advanced." As a result, it is possible that an employee may schedule and take vacation prior to actually earning that vacation. In the event a police officer leaves the employment of CMHA after having taken vacation that was not earned, the employee will be required to reimburse CMHA for the used but unearned vacation. Customarily, this will be done in the employee's final paycheck(s). Please acknowledge receipt of this letter and acceptance of its terms by signing the additional copy where indicated and returning it to me in the self-addressed stamped envelope provided for that purpose.

Of course, if you have any questions or comments, please do not hesitate to contact me

Very truly yours,

Craig M. Brown

CMB/tm

cc: Cuyahoga Metropolitan Housing Authority

Charles Wilson

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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

}
} Case No(s): 12-MED-02-0168
} (Deputies)
}

and,

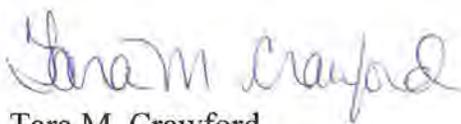
CUYAHOGA METROPOLITAN HOUSING
AUTHORITY,
EMPLOYER.

}
}
}
}
}
}
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Craig Brown
cmbrown@littler.com