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LABOR AGREEMENT

BETWEEN

CUYAHOGA METROPOLITAN HOUSING AUTHORITY  
(CMHA)

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18-S

January 1, 2015 - December 31, 2017

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THIS AGREEMENT, has been entered into this first (1<sup>st</sup>) day of January, 2015 by and between CUYAHOGA METROPOLITAN HOUSING AUTHORITY of Cleveland, Ohio, hereinafter referred to as "CMHA" and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18-S, hereinafter referred to as the "Union."

#### ARTICLE 1 - RECOGNITION

- 1.1 CMHA recognizes the Union as the sole and exclusive representative of all employees of CMHA, who, on the date of execution of this Agreement, are members in good standing in the Union. Any fireman must possess at least a valid State of Ohio High Pressure Boiler Operator's License.
- 1.2 CMHA recognizes the Union as the sole and exclusive 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 between the employees and management of CMHA.
- 1.3 Only CMHA employees possessing at least a valid Ohio State Boiler Operator's License shall be permitted to fire boilers or operate any heating plant or plants in any facility owned, operated or maintained by CMHA.

#### ARTICLE 2 -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. As set forth herein, this basic Agreement covers rates of pay, hours of work and other conditions of employment to be observed by the parties.

#### ARTICLE 3 - 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 its Central Heating Department 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 agreement.

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.

#### ARTICLE 4 - 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 hire or recall, become members of the Union and remain members of the Union, in good standing, during the term of this Agreement.

- 4.2 CMHA will, within three (3) working days after the receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph.
- 4.3 CMHA shall make a decision as to the imposition of discipline, if any, within thirty (30) working days of the event or the date of which CMHA became aware of the event.
- 4.4 An employee will not be subject to a pre-disciplinary conference for at least one (1) work day after the event which the discipline is based.
- 4.5 Disciplinary actions will remain a part of the employee's personnel file; however, a disciplinary action may not be used as part of a subsequent progressive disciplinary action if it was issued more than twenty-four (24) months prior to the event upon which the current disciplinary action is based.

#### ARTICLE 5 - UNION SECURITY AND CHECK OFF

- 5.1 CMHA agrees to deduct from each member's earnings, the Union dues, Union initiation fees and assessments, if any, each and every month after the employee's first (1<sup>st</sup>) thirty (30) days. If an employee's pay for that period is insufficient to cover union dues, CMHA will make a deduction from the pay earned during the next pay period on the basis of individually signed voluntary check-off authorization cards on a form furnished by the Union.
- 5.2 It shall be a condition of continued employment that all employees of CMHA covered by this Agreement who are not members of the Union shall pay a fair share fee equivalent to the Local Union's periodic dues and initiation fees. CMHA shall deduct the fair share fee from the employee's earnings each and every month after the employee's first (1<sup>st</sup>) thirty (30) days from the first (1<sup>st</sup>) pay period of each month. However, if an employee's pay for that period is insufficient to cover the fair share fee, CMHA will make a deduction from the pay earned during the next pay period.
- 5.3 The amount of dues, initiation fees, assessments, or fair share fees to be deducted from each employee shall be that amount as set by the Union. Each month, CMHA shall prepare and turn over to the Financial Secretary of the Local Union a list of the deductions showing the amount of dues, initiation fees, or fair share fees deducted and the period for which the deductions were collected. Any employee who was initiated during the dues collection period and began paying the fair share fee or an employee who has an irregular deduction for dues or the fair share fee shall be listed with an explanation. The list and the amount of dues, initiation fees, or fair share fees collected shall be turned over to the Financial Secretary of the Local Union by the fifteenth (15<sup>th</sup>) day following the deduction.
- 5.4 Any employee who does not conform with the provisions of the fair share fee as contained herein and in Section 4117.09(c) of the O.R.C., shall be discharged from employment within seven (7) days after CMHA has been notified in writing by the Union of the employee's nonconformity.

- 5.5 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 this Article, or in reliance on any information furnished under any provisions hereof.

#### ARTICLE 6 -SENIORITY

- 6.1 New employees or re-hired employees shall be considered as probationary employees for the first (1<sup>st</sup>) six (6) months of employment after which his/her seniority shall date back to his/her date of hire or rehire. Probationary employees shall not have seniority and may be laid off, disciplined, 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. Employees are not eligible to bid on position vacancies until after completion of their first (1<sup>st</sup>) anniversary date of employment.
- 6.2 In the case of a reduction in personnel, employees having the least seniority in the affected classification shall be laid off first (1<sup>st</sup>). Where two or more employees have the same date-of-hire, the tie will be broken by examining the last four digits of the employees' social security numbers with seniority being granted to the employee with the lowest four-digit number.
- 6.3 Recalls shall be in the reverse order of lay off.
- 6.4 Whenever a new job is created or full-time vacancy occurs in a job classification covered by this Agreement, and CMHA desires to fill the vacancy, such job or vacancy shall be posted three (3) working days on the bulletin boards during which time employees with seniority may bid. Employees are required to bid during the time of said posting or shall be considered to have waived their rights to such posted job.
- 6.5 Selection from the eligible bidders for placement on such jobs shall be made on the basis of:
- a) skills, knowledge, ability; and
  - b) physical ability to do the job in question.

Where factors a) and b) are relatively equal between the employees concerned, seniority shall govern.

- 6.6 Seniority shall be broken (or terminated) when an employee:
- a) Quits or resigns;
  - b) Is discharged for just cause;

- c) With less than twelve (12) months of continuous service is laid off for a period of time equal to or exceeding his/her service time where service time is defined as the date of hire by CMHA into the bargaining unit;
- d) Is laid off for a period of more than eighteen (18) consecutive months if the employee has more than twelve (12) months of continuous service with CMHA;
- e) Is absent without leave for three (3) or more work days, unless proper excuse for the absence is shown;
- f) 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;
- g) Fails to report to work when recalled from layoff within ten (10) working days from the date on which CMHA sends the employee by certified mail (to the employee's last known address as shown on CMHA's records); and
- h) Is on a leave of absence for twelve (12) consecutive months. CMHA will provide the employee and the Union with 30-days' advance notice prior to seniority being lost under this section. This twelve (12) month period may be extended in CMHA's sole discretion for good cause shown.

6.7 Whenever a full-time vacancy occurs for a supervisory position, and CMHA desires to fill the vacancy, consideration shall be given to employees covered by this Agreement who have the necessary ability to properly and satisfactorily perform such work. If CMHA determines that the vacancy cannot be filled by employees covered by this Agreement, the vacancy may be filled by outside hire. An employee transferred to supervision shall have no bumping rights back into the Bargaining Unit.

6.8 **New Hires:** Whenever a new job or full-time vacancy, covered by this Agreement, occurs and a suitable candidate has not been identified in accordance with Section 6.5, CMHA shall contact the Union for the purpose of securing possible candidates for said position. Should the Union be unable to provide an acceptable candidate or a sufficient number of acceptable candidates, CMHA may hire from the street.

6.9 **Temporary Transfers:** Should CMHA decide to fill an open or newly created position on a temporary basis, it will be permitted to temporarily fill said position by transferring the least senior employee to the position for a period not to exceed thirty (30) days. This Section shall in no way limit the ability of CMHA to make full-time transfers, direct the workforce, reorganize, assign work areas or exercise those rights contained in Article III.

6.10 **Temporary Employees:** CMHA shall be entitled to employ workers on a temporary basis for periods not to exceed nine (9) months. Temporary

employees shall have no 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. Temporary employees shall have no contractual rights except those specifically stated herein. Temporary employees shall be entitled to health care benefits upon completion of one hundred twenty (120) days of continuous employment with CMHA. Payment of the monthly health care benefit will be borne one hundred percent (100%) by the temporary employee.

## ARTICLE 7 - LEAVES 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, mother-in-law, father-in-law, child, brother, sister, grandmother or grandfather. 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. One (1) day funeral leave shall be granted for the death of an employee's brother-in-law, sister-in-law, aunt or uncle, (additional time is to be charged to vacation or personal leave as requested and approved). To be eligible for funeral leave, an employee must provide CMHA with a funeral form (to be supplied by CMHA) and must attend the funeral, and failure to do so, or a misrepresentation of facts related to a funeral leave, shall be proper cause for disciplinary action (including forfeiture of pay for the leave).
- 7.2 Military Leave- Military Leave with pay shall be granted to an employee upon proper certification by the Commanding Officer as provided by Section 5923.05 of the Ohio Revised Code for a period not to exceed thirty-one (31) days in one calendar year.
- 7.3 Maternity Leave- CMHA has an Agency wide policy of following the Family and Medical Leave Act (FMLA), and will allow FMLA leave for members of the bargaining unit.
- 7.4 Sick Leave
- a) 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 nine hundred and sixty (960) hours and available for future use.
  - b) 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.

- c) Paid sick leave will be credited but cannot be used until the employee has completed six (6) months of service with CMHA.
- d) No paid sick leave shall be granted unless CMHA is notified of the sickness within one (1) hour prior to the employee's scheduled starting time on the first (1<sup>st</sup>) day of the absence on account of sickness.
- e) A certificate from a physician may be required for any sickness and a certificate from a physician must be provided for any sickness extending three (3) days or more, provided, that the validity of all medical excuses and physician's certificates are subject to review by a CMHA physician.
- f) Upon retirement, an employee shall have the right to convert his/her accumulated paid sick leave into cash bonus at the rate of one (1) day's pay for each two (2) days of unused, but accumulated sick leave credits.
- g) Employees that have not been disciplined for attendance-related problems should be entitled to voluntarily contribute earned but unused vacation time to another member of the bargaining unit who is on an approved sick leave of absence while in a "without pay" status.
- h) An employee may contribute a maximum of forty (40) hours of his/her accumulated vacation, and must retain a balance of at least one hundred (100) hours of accumulated leave after any contribution. The employee contributing the vacation time shall have the contributed time deducted from his/her accumulated vacation time balance.  
  
Any agreement to contribute vacation time must be in writing, signed by the contributing employee, and subject to final approval by the Human Resources Department.
- i) Employees using forty (40) hours or less of available paid sick leave in a calendar year will be eligible for a sixteen (16) hour bonus pay at the end of the year.

## 7.5 General

- a) A leave of absence shall be for a maximum duration of six (6) months. Leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms to be provided by CMHA. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by CMHA.
- b) If it is found that a leave of absence is not actually being used for the purpose for which it is granted, CMHA may cancel leave, direct the employee to return to work, and impose disciplinary action.

- c) 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 loss of seniority under Article 6, Section 6.6.

#### ARTICLE 8 - HOURS OF WORK, SHIFT PREMIUM AND OVERTIME

- 8.1 CMHA's basic work week consists of forty (40) hours and the standard work day shall be eight and one-half (8 ½) hours per day with one-half (1/2) hour off for lunch.
- 8.2 Firemen who are assigned to the night shift shall be paid fifteen cents (\$.15) an hour additional for the evening or second (Code 2) shift, and twenty cents (\$.20) an hour additional for the early morning or third (Code 3) shift.
- 8.3 Should an employee covered under this Agreement be called back to work outside his/her regular work hours for an emergency, then he/she shall be paid time and one-half (1½) or four (4) hours straight pay, whichever is greater. This compensation shall only apply when an employee has remained on the "call back" for more than one (1) hour. When an employee responds to a "call back" and works for any time less than or equal to one (1) hour he/she shall be compensated in accordance with this article.

CMHA's basic work week consists of forty (40) hours and the standard work day shall be eight and one-half (8½) hours per day with one-half (1/2) hour off for lunch. Any contractual breaks, the ten (10) minute wash-up time at the end of the day, or any other contractual provisions shall be part of the eight (8) hour day. The work week shall normally be five (5) days with two (2) consecutive days off, normally Saturday and Sunday. The requirements of the job may necessitate alteration to this schedule on a temporary basis. CMHA shall be entitled to schedule employees to work weekly schedules which include Saturday and Sunday, provided such schedule includes two (2) consecutive days off, during the heating season (October 15 to April 30) or as follows:

- a) CMHA will seek volunteers; and
- b) CMHA will schedule not more than fifteen percent (15%) of the employees in each classification using reverse seniority. For purpose of this Section, all fractions will be rounded up to the next whole number.

During the remainder of the year as follows:

- a) CMHA will seek volunteers; and
- b) CMHA will schedule not more than five percent (5%) of the employees in each classification using reverse seniority. For purposes of this Section, all fractions will be rounded up to the next highest whole number.

In the event that CMHA decides to add a second (2<sup>nd</sup>) shift, the employees will be assigned by classification seniority within the affected Region or Estate.

All overtime will be paid at time and one-half (1½) the new rates established under Article 9, paragraph 9.1. Employees covered under this Agreement shall be paid time and one-half (1½) for all hours worked in excess of eight (8) hours per day where the employee has worked in excess of forty (40) hours in the work week. For purposes of this Section, hours worked shall be deemed to include: Jury Duty Pay, and Bereavement Pay. All other time off with pay shall not be considered for purposes of calculating overtime under this Section.

#### ARTICLE 9 -WAGES

9.1 Effective January 1, 2015, all employees covered by this Agreement shall receive an increase in base wages equal to three percent (3.0%) of their current base wage rate. All additional increases shall be made based upon the following schedule:

3.0% Effective 1/1/15	3.0% Effective 1/1/16	2.0% Effective 1/1/17
Sr. Fireman - \$23.69	Sr. Fireman - \$24.40	Sr. Fireman - \$24.89
HVAC Technician - \$21.81	HVAC Technician - \$22.46	HVAC Technician - \$22.91
Fireman Assistant - (Electrician) \$21.25	Fireman Assistant - (Electrician) \$21.89	Fireman Assistant - (Electrician) \$22.33
Fireman Assistant - \$18.57	Fireman Assistant \$19.13	Fireman Assistant - \$19.51

Newly hired employees will be paid a base wage rate which is fifty cents (\$0.50) per hour less than the above stated base wage rate for each classification until successful completion of the initial introductory period.

Wage increases will become effective on the Saturday of the first (1<sup>st</sup>) complete pay period following the effective date of each increase.

9.2 CMHA will provide retirement benefits in accordance with the guidelines established by the Ohio Public Employees Retirement System (OPERS), and will make contributions on behalf of each employee as specified by OPERS regulations.

#### ARTICLE 10 - HOLIDAYS

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

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

Members shall be given one (1) hour leave with pay on General Election Day to be taken either at the beginning or end of the day. Members shall elect whether to take said time at the beginning or end of the day at least one (1) week prior. Management maintains the right to schedule this one (1) hour leave based upon operational need and departmental seniority.

- 10.2 To be entitled to holiday pay, an employee must be on the active payroll (i.e. actually receives pay) on his/her last regularly scheduled work day before and his/her first (1<sup>st</sup>) regularly scheduled work day after the holiday, unless absent because of a bona fide illness 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 absence).

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

All employees covered by this Agreement shall be eligible for sixteen (16) personal hours with pay per Agreement 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 a maximum of eight (8) hours in a twenty-four (24) hour period).

#### ARTICLE 11 - VACATIONS

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

<u>Year of Service</u>	<u>Vacation</u>
After one (1) year	Two (2) weeks
After seven (7) years	Three (3) weeks
After eleven (11) years	Four (4) weeks
After twenty (20) years	Five (5) weeks
After thirty (30) years	Six (6) weeks

The administration of vacations (including eligibility) shall be in accordance with the rules and regulations established by the 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/her vacation).

Employees may take their vacation during the calendar year at the convenience of CMHA. During the first (1<sup>st</sup>) quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by CMHA their vacation leave preference and promptly thereafter a written 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 this vacation application during the appropriate period will be given his/her vacation leave without regard to seniority based upon when his/her application was made.

Should an employee be terminated for any reason or laid off, all accrued vacation time will be paid on the pay period following the last day worked.

#### ARTICLE 12- HOSPITALIZATION AND HEALTH CARE INSURANCE

- 12.1 All regular and 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 coverages.
- 12.3 The Health Care Committee (HCC) is made up of an equal number of representatives from the Employer and the bargaining units and serves as 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.  
  
CMHA shall have the right to change the design of the health care plan and change providers, including the right to choose a single provider. Employees shall pay twelve percent (12%) of their monthly health insurance premiums.
- 12.4 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 the 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.
- 12.5 Employee Assistance Program (EAP). CMHA will make available an EAP as long as funds are available. This Program is not mandatory 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 (1) time only 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.

#### ARTICLE 13 - LIFE INSURANCE

- 13.1 CMHA shall provide all regular full-time employees with one (1) year or more of continuous service with CMHA with twenty thousand dollars (\$20,000) life insurance policy plus twenty-five thousand (\$25,000) AD&D effective April 1, 1990 for the duration of this Agreement.

#### ARTICLE 14- PAYROLL SCHEDULE

- 14.1 The CMHA payroll period is a bi-weekly period. Employees will be paid each two (2) week period on the Friday following each of such periods. The period is, therefore, an eighty (80) hour work 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.
- 14.2 Employees covered by this Agreement shall receive in January one hundred and fifty dollars (\$150.00) towards the purchase of safety shoes. This amount shall be prorated back to CMHA if an employee leaves CMHA during the term of this Agreement. CMHA shall continue to provide uniforms to bargaining unit employees consistent with current practice.
- 14.3 An employee covered by this Agreement may be asked to use his/her own motor vehicle to transport CMHA equipment and/or supplies on or between estates in order to carry out the functions of their job duties. While said employee is not obligated to do so, CMHA shall pay to any such employee such mileage as is documented and claimed on forms provided by CMHA at the CMHA mileage rate.

This Section only applies if CMHA has requested and approved the motor vehicle use prior to said use.

- 14.4 Underpayment of wages in an amount less than fifty dollars (\$50.00) shall be corrected by the next pay; in excess of fifty dollars (\$50.00) by the end of the next business week.

#### ARTICLE 15- GRIEVANCE PROCEDURE

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

STEP 1: Between the employee, his/her steward, (if he/she desires), and his/her supervisor within five (5) 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 within five (5) days after the answer under Step 1 and taken up by the steward, the representatives of the Union and representatives 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, unless extended by mutual written agreement, 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 arbitrator shall be borne equally by the parties.

Any grievance which affects a group 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) to pass upon issues governed by law; or 3) to make an award in conflict with law.

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

- 15.2 Stewards shall be made available to service employee grievances. One Chief Steward shall be assigned by the Union for this purpose. In the absence of the Chief Steward, the designated Steward shall serve in this capacity. Management staff shall cooperate with the Stewards when they request an opportunity to meet in accordance with Paragraph 15.1 above.
- 15.3 The Union will furnish CMHA a written list of all Stewards at least annually and upon request. In addition, the Union will notify the CMHA of any deletions or additions to the above list.
- 15.4 To the extent practicable, Stewards shall not be transferred to another AMP during their term of office, and any transfers will be first discussed with the Union.

#### ARTICLE 16 - 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 17 - 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 "conflict of interest," prior written notice shall be filed in the Director's office.
- 17.2 If, in the opinion of the Director or his/her representative, such employment is interfering with the employee's CMHA work, then the Director or his/her representative shall request the individual to put in writing all facts relating to his/her supplemental employment activities, and to furnish such additional information as is requested by the Director or his/her representative. If after review of this information in the opinion of the Director or his/her representative such supplemental employment is deemed to be adversely affecting the employee's CMHA work, the Director or his/her representative shall request a meeting with the employee and if the employee desires, a representative of Local 18-S 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 15).

#### ARTICLE 18- TECHNOLOGICAL DEVELOPMENTS

The parties recognize that technological developments are necessary in order to provide modern, up-to-date services to residents of CMHA and the Union agrees to cooperate with CMHA to insure the orderly and most advantageous introductions of new types of equipment and new processes.

CMHA agrees that in the event of the installation of new or improved machines, processes or equipment which performs the functions of machines, processes or equipment presently operated by employees covered by this Agreement such machines, processes or equipment will be operated by employees covered under this Agreement. CMHA will provide factory training or training from the manufacturer as soon as practicable, but not more than sixty (60) days from installation of new or improved machines.

Nothing contained herein shall be construed as limiting the right of CMHA to determine the number of employees, if any, required to operate such machines, processes or equipment.

#### ARTICLE 19 - ENGINEERS POLITICAL EDUCATION COMMITTEE (EPEC)

CMHA hereby agrees to honor contribution deduction authorization for its employees who are Union members in the following form, providing the sums for each employee and the time of payroll deductions are all the same.

#### POLITICAL CONTRIBUTION AUTHORIZATION FORM

I hereby authorize CMHA to deduct from my pay the sum of \_\_\_\_\_ and forward that amount to the Engineers Political Education Committee (EPEC), 1125 Seventeenth St., N.E., Washington D.C. 20036. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making payments to the EPEC are not conditions of membership in the Union or of employment with CMHA, and that the EPEC will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

CMHA shall provide EPEC with reports concerning all such deductions and shall make available upon demand to EPEC all books and records necessary to verify such reports.

#### ARTICLE 20- SEVERABILITY

- 20.1 Should any part hereof or any provision herein contained be rendered illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by an authorized government agency, including the National Labor Relations Board, such invalidation shall not affect the remaining portions hereof; provided, however, in such contingency the parties shall promptly meet and negotiate the substitute provisions for those parts or provisions rendered or declared illegal or an unfair labor practice.

## ARTICLE 21 - SUB-CONTRACTING

- 21.1 CMHA recognizes and acknowledges the interest of the Union 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 Union 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-day period, CMHA will commence the subcontracted work while continuing discussions with the Union. 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 22 - LABOR-MANAGEMENT COMMITTEE

- 22.1 Labor-Management Committee - CMHA and Local 18-S agree to establish and maintain a Labor-Management Committee. The purpose of the Labor-Management Committee is to provide a means of communication between the parties and promote a climate of constructive employee-employer relations. Topics would include, but would not be limited to:
- a) To give Union employees the opportunity to discuss their views or make suggestions.
  - b) To notify the Union of any changes contemplated by the Employer that may affect bargaining unit members.
  - c) To disseminate general information of interest to both parties.
  - d) Such other items as the parties may mutually agree to discuss.

The Labor-Management Committee will be co-chaired by a Union and a Management representative. Both co-chairs shall appoint no more than four (4) 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 will take place every other month or on an as-needed basis as determined by both parties.

If parties mutually agree, a third (3<sup>rd</sup>) 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 (3<sup>rd</sup>) party participant shall be terminated by mutual agreement of the parties.

- 22.2 There shall be a sub-committee of the Labor-Management Committee which will meet no later than November of each year for the purpose of reviewing

medical coverage and recommending changes thereto on behalf of the membership.

#### ARTICLE 23 - DRUG/ALCOHOL TESTING

- 23.1 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.
- 23.2 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.
- 23.3 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 (1<sup>st</sup>) 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 a urine or other sample, will 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.
- 23.4 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 CHMA involving the use of alcohol or illegal drugs, or the abuse of legally prescribed drugs.
- 23.5 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 (EAP) referral for the first (1<sup>st</sup>) offense. Subsequent offenses will be just cause for immediate termination of employment.

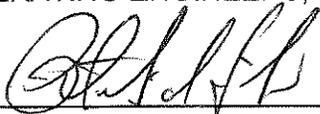
ARTICLE 24 - TERM OF AGREEMENT

24.1 This Agreement shall be effective as of the first (1<sup>st</sup>) day of January, 2015, and shall remain in full force and effect until the thirty-first (31<sup>st</sup>) day of December, 2017, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to said expiration date, or any anniversary thereof, of an intent to initiate and engage in negotiations on any or all of its provisions. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the applicable expiration date. The parties shall jointly request the services of the FMCS and inform S.E.R.B. of their mutually selected mediator. The services of said agency shall be advisory only and both parties shall make a reasonable effort to reach agreement through the mediation provided by said services. All expenses of mediation shall be divided equally between CMHA and the Union.

In the event that the parties are unable to reach an agreement the findings and recommendations of the FMCS mediator shall be presented to CMHA and the Union. Not later than seven (7) days after the findings and recommendations are received from the FMCS mediator, CMHA and the bargaining unit employees may reject the recommendations by a three-fifths (3/5) vote of either total membership.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 18-S

CUYAHOGA METROPOLITAN  
HOUSING AUTHORITY (CMHA)



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Richard E. Dalton

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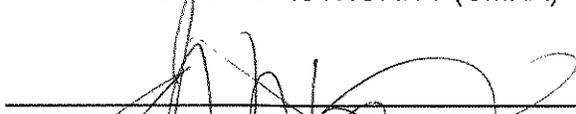
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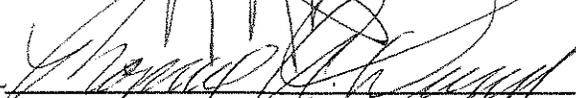
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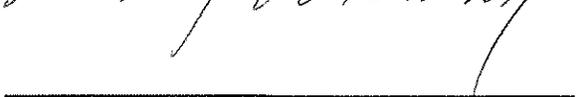
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