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AN AGREEMENT

BETWEEN

CUYAHOGA METROPOLITAN HOUSING AUTHORITY AND

TEAMSTERS LOCAL UNION NO. 507

EFFECTIVE: JANUARY 1, 2015

EXPIRES: DECEMBER 31, 2017

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ARTICLE 1

PREAMBLE

Section 1. This agreement is hereby entered into by and between the Cuyahoga Metropolitan Housing Authority, hereinafter referred to as "CMHA," and Teamsters Local Union No. 507, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the union.

ARTICLE 2

PURPOSE AND INTENT

Section 1. In an effort to continue harmonious and cooperative relationships with its employees, and to insure its orderly and uninterrupted efficient operations, CMHA and the Union now desire 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 1. CMHA agrees that it has, and will continue to recognize the Union as the exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all Protection Officers in the CMHA Police Department. CMHA and the Union agree to continue to negotiate with each other in good faith on all matters concerning the employment of said employees.

Section 2. CMHA will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment as Protection Officers. Such list will be furnished no less than annually, and will be supplemented by the names of all new Protection Officers as hired.

Section 3. CMHA recognizes the Union as the sole and exclusive bargaining representative of all employees herein classified as:

PROTECTION OFFICER

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

ARTICLE 4

DUES AND MISCELLANEOUS DEDUCTIONS

Section 1. During the terms of this Agreement, CMHA shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 2. The initiation fees, dues or assessments as deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and By-laws. The Union shall certify to CMHA the amounts due and owing from the employees involved.

Section 3. In accordance with individual authorizations, CMHA shall deduct once each year from the employee's earnings five dollars ($5.00) and remit the amount so deducted to Teamsters Ohio D.R.I.V.E.

Section 4. CMHA shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has insufficient, or no pay, due on that pay date such amounts shall be deducted from the next or subsequent pay to cover the amount to be deducted.

Section 5. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Secretary-Treasurer of the Union within thirty (30) days from the date of making deductions.

Section 6. If an employee wants a savings deduction made each week, then in accordance with the individual authorizations CMHA shall deduct from the employee's earnings such amounts as the employee shall designate each week and remit the amount so deducted to the Credit Union of their choosing.

Section 7. The Union 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 Union shall indemnify CMHA for any such liabilities or damages that may arise.

ARTICLE 5

AGENCY SHOP

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

Section 2. In the event that a service fee is to be charged to members of the bargaining unit, CMHA shall deduct such fee in the same manner as dues are deducted, as specified in Article 4 of this Agreement entitled, "Dues and Miscellaneous Deductions."

ARTICLE 6

MANAGEMENT RIGHTS

Section 1. Except to the extent modified by this Agreement, CMHA reserves, exclusively, all of the inherent rights and authority to manage and operate its properties and programs. This includes the sole and exclusive right to manage its police 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 or policy such as the functions and programs of CMHA, standards of services, its overall budget, utilization of technology, and organizational structure;

(B) Direct, supervise, evaluate or hire employees;

(C) Maintain and improve the 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, layoff, 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

PERSONNEL FILE

Section 1. An employee may request an opportunity to review his personnel file or departmental personnel file, add memoranda to the file clarifying any documents contained in the file, and may have a representative of the Union 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 2. 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).

FORMAL INVESTIGATIONS

Section 3. 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 investigation will be the basis of disciplinary action. An employee has the right to the presence of a Union representative at all disciplinary interrogations. The unavailability of a Union representative shall not delay the interrogation for more than one (1) calendar day unless said delay would hinder the investigatory process. In such cases, the unavailability of a Union representative shall not unduly delay the interrogation.

Section 4. 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. A Union representative may be present during any questioning. The unavailability of a Union representative shall not delay the interrogation for more than one (1) calendar day unless said delay would hinder the investigatory process. In such cases, the unavailability of a Union representative shall not unduly delay the interrogation.

Section 5. Neither CMHA nor Union recognizes the polygraph, the Voice Stress Analyzer, or any similar device as the sole factor in determining guilt. In the course of an internal affairs investigation, a polygraph examination, Voice Stress Analysis, or analysis from a similar device will be utilized only with the consent of the employee under investigation.

Section 6. 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 a copy of the complaint to the employee whom the complaint has been filed against 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.

Section 7. Investigations shall be completed within ninety (90) business days (as defined in Article 12 of this agreement) 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 criminal allegation. CMHA shall inform the employee of the final disposition of its investigation, and whether charges will be preferred against the employee within ten (10) business days of the conclusion of the investigation.

ARTICLE 8

GENERAL

Section 1. Employees shall operate under the direction and control of the Chief of Police and the other supervisory employees of the Police Department. An employee's primary responsibility is the protection of CMHA residents, CMHA property and CMHA employees.

Section 2. Employees shall perform generally the duties associated with the protection of CMHA residents, CMHA property and CMHA employees. Maintenance work is the responsibility of maintenance employees and, except for such work as may be directly related to and required for the protection and safety of citizens, no maintenance work shall be assigned to the employees covered by this Agreement.

ARTICLE 9

EQUIPMENT

Section 1. All members of the bargaining unit shall operate a vehicle supplied by the Police Department. No personal vehicles shall 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.

ARTICLE 10

DISCIPLINE

Section 1. Disciplinary action taken by CMHA shall only be for just cause.

Section 2. Prior to attending a pre-disciplinary hearing which may lead to a suspension or termination, a non-probationary employee and the union representative shall first be given written notice of the reasons for the charges at least three (3) business days prior to the disciplinary hearing. The parties may mutually agree to a reasonable extension of this time if necessary, such agreement not to be unreasonably withheld. Any disciplinary action resulting from the pre-disciplinary hearing shall be given to the employee in writing within ten (10) business days of the conclusion of the hearing.

Section 3. It is hereby agreed that CMHA shall furnish the Union and the CMHA Union steward with a copy of the executed disciplinary action for all members covered by this Agreement, and that no claim shall be made against CMHA by the members for such dissemination.

Section 4. Any member of the bargaining unit who, at the request of the Chief or his designee, is required to appear at any investigative hearing or interview while off duty shall be paid for actual hours of the interview, unless said appearance is considered overtime as set forth in Article 20.

Section 5. Any disciplinary suspension or termination may be grieved through arbitration as set forth in Article 12. Reprimands are grievable only through Step 2 of the grievance

procedure. Remedial action may not be grieved. Remedial action consists of any measure taken by CMHA for the purposes of retraining and/or education of the employee, and does not include reprimands, suspensions or terminations.

ARTICLE 11

STEWARDS AND COOPERATION

Section 1. The parties recognize that it may be necessary for a CMHA Union steward 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.

A CMHA Union steward (not to exceed 1 steward 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 grievances and/or handling other Union business related to CMHA. For purposes of the FLSA, this time is not considered to be time spent for the benefit of the employer, nor is it considered a principal activity of the employee's job duties.

Section 2. Members of the Negotiating Committee (not to exceed three (3} CMHA employees) 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 3. After notifying the Watch Commander, the accredited Business Representatives of the Union shall be permitted to enter onto CMHA premises during all working hours, to transact Union business, check working conditions, and to ascertain whether this Agreement is being properly observed, without unduly interfering with the work or residents of CMHA.

Section 4. With proper notice to the Chief or the Chief's Designee, the Union may request unpaid leave for the Union Stewards to participate in Union related seminars/training, and CMHA will make every reasonable effort to accommodate such requests.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and, except at Step 1, shall have the right to be represented by CMHA Union steward teamster representative of his or her own choosing, so long as said representation does not exceed the presence of more than three (3) individuals at all stages of the Grievance Procedure, unless by prior mutual consent of the parties. 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 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 - A "grievant" shall be defined as any employee or group of employees within the bargaining unit of the Union, or the Union on behalf of any employee or group of employees.

c) Party in Interest - A "party in interest" shall be defined as any employee of CMHA named in the grievance who is not the grievant.

d) Business Day - A "Business Day" as used throughout this Agreement shall mean calendar days, excluding Saturdays, Sundays or holidays, as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

a) Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement, those involved in the grievance, the time and place where the alleged events 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, then it may be submitted at Step 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 Union, 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 binding upon the grievant and shall, in all respects, be final. Said adjustment shall not create a precedent or ruling binding upon CMHA in future proceedings.

e) The grievant may have any Union representative he wishes to represent him at any step of the grievance procedure after Step 1.

f) The existence of this grievance procedure, hereby established, shall be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under Jaw, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

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.

i) Any grievance based on disciplinary action taken against an employee other than as stated in Article 10, Section 5, may be submitted at Step 2 or Step 3.

Section 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 in writing within five (5) days of the occurrence of the facts and circumstances giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) days or the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally and followed by a written decision.

STEP 2: If the grievance is not resolved at the conclusion of Step 1, a written appeal of the decision may be filed with the Chief of Police or his designee within five (5) business days from the date of the rendering of the decision at Step 1. Copies of the written decision shall be submitted with the appeal. The Chief or his designee shall convene a hearing within five (5) business days of receipt of the appeal. The hearing will be held with the grievant, his Union representative and any other party necessary to provide the required information for the rendering of a proper decision. The Chief or his designee shall issue a written decision to the employee and his Union representative within five (5) business days from the date of the hearing.

STEP 3: If the grievance is not resolved at the conclusion of Step 2, a written appeal of the decision may be filed with the Director of Human Resources within five (5) business days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Director of Human Resources or designee shall convene a hearing within ten (10) business days of receipt of the appeal. The hearing will be held with the grievant, his Union representative and any other party necessary to provide the required information for the rendering of a proper decision. The Director of Human Resources

or his designee shall issue a written decision to the employee and his Union representative within fifteen (15) business days from the date of the hearing.

STEP 4: If the grievance is not resolved at the conclusion of Step 3, the grievant may proceed to arbitration pursuant to the arbitration procedure contained in Article 13.

Nothing in this Section shall prevent the parties from mutually agreeing to a reasonable extension of the above time lines if necessary, such agreement not to be unreasonably withheld.

ARTICLE 13

ARBITRATION PROCEDURE

Section 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 rendering of the decision at Step 3, the Union may submit the grievance to arbitration, and shall give notice of said submission to CMHA. If the grievance is not submitted by the Union within this 20-day period, the grievance shall be considered settled in accordance with the last answer of CMHA. Within seven (7) days after submitting the grievance to arbitration, the Union shall request the FMCS to submit a panel of arbitrators who are members of the National Academy of Arbitrators. Before or within this 7-day period the parties are free to mutually agree on an arbitrator. If there is no mutual agreement, the arbitrator shall be chosen in accordance with FMCS applicable rules. The cost and fees of the arbitration shall be borne equally by the parties.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms or 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 3. The hearing or hearings shall be conducted pursuant to those rules of procedure promulgated by the Federal Mediation and Conciliation Service.

Section 4. It is clearly understood that at any stage in this grievance procedure, the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further, if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of the Agreement, or (2) has been settled or adjusted in a fair and equitable manner.

Section 5. 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 6. 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 on behalf of the Union exceed four (4) employees.

Section 7. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed, unless the parties mutually agree otherwise. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 14

NON-DISCRIMINATION

Section 1. CMHA and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or handicap.

Section 2. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE 15

GENDER AND PLURAL

Section 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 shall be construed to include singular. The words whether in 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 16

OBLIGATION TO NEGOTIATE

Section 1. CMHA and the Union 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, including the right to initiate the ADR procedure attached hereto as Attachment "A", and that the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, CMHA and the Union each voluntarily and unqualifiedly waive 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.

ARTICLE 17

CONFORMITY TO LAW

Section 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 law, rule or regulation, shall not affect the validity of the surviving portions.

Section 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 or this Agreement invalid or unenforceable, such legislation or decision 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 18

SENIORITY

Section 1. Seniority is defined as length of service from date of hire as a Protection Officer with the CMHA Police Department.

Section 2. Employees within the bargaining unit shall be classified as:

PROTECTION OFFICER

Section 3. 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 employment or rehire for promoted or former employees after which their seniority shall date back to their date of hire or rehire. Probationary employees' seniority shall date back to their date of hire, rehire or promotion. 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 4. 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; (d) with twelve (12) months or more of continuous service is laid off for a period of eighteen (18) consecutive months; (e) is absent without leave for three (3) or more consecutive work days, unless proper excuse for the absence is shown; (f) is absent without leave for three (3) or more consecutive work days, and fails to give notice of the reasons for such absence, unless failure to give notice was beyond the reasonable control of the employee; (g) fails to report for work when recalled from layoff within ten (10) working days from the date on which CMHA sends the employee notice by certified mail (to the employee's last known address as shown on CMHA's records) or (h) is on a leave of absence for twelve (12) consecutive months.

Section 5. Upon written request by the Union, CMHA Human Resources Department shall provide a list of bargaining unit employees, including the rate of pay, classification, Social Security number and date of seniority, once yearly.

Section 6. Effective for all employees hired after date of ratification of the 2015-17 collective bargaining agreement where two (2) or more employees have the same date-of-hire, the tie will be broken by examining the OPATA scores of the employees with the higher score being considered more senior. If the employees are still tied after comparing OPATA scores, the tie will be broken by examining the last four (4) digits of the employees' social security numbers with seniority being granted to the employee with the lowest four (4) digit number.

ARTICLE 19

DUTY HOURS

Section 1. The basic work week for all Protection Officers, shall be forty (40) hours in a one week period with the start of the work week beginning on Saturday and the end of the work week concluding on Friday. CMHA shall institute a modified V-Class schedule for Protection Officers which is attached hereto as Attachment 8, subject to change upon operational necessity to provide effective Protection Officer services. However, pursuant to operational needs, and on a voluntary basis only, an officer may work a basic work week which consists of four (4) consecutive ten (10) hour days, followed by three (3) consecutive days off. The work schedule may only be changed twice a year, with thirty (30) days' notice.

Section 2. Whenever a shift position is added or when a presently occupied shift position becomes available due to 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. Nothing herein shall be construed as limiting the right of CMHA to transfer employees between shift positions as CMHA deems appropriate or necessary. Placement of the successful bidder under this section shall not be denied arbitrarily or capriciously.

ARTICLE 20

OVERTIME PAY AND COURT TIME

Section 1. All employees, for work performed in excess of eight (8) hours in one day, or ten (10) hours for those who volunteer for the ten (10) hour shift, or forty (40) hours in a one (1) week period, when approved of or scheduled in advance by the immediate supervisor, shall be compensated at the employee's election, either at: a) the rate of one and one-half (1-1/2) 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. 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 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 Union 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 3. The compensatory time options contained in this Article shall be offered only to the extent consistent with the Fair Labor Standards Act.

Section 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 four (4) hours when the employee is not on duty, shall be compensated not less than four (4) hours subject to the election of the method in which compensation is to be received as set forth within Section 1 of this Article.

Section 5. Range time: all employees, when required by CMHA, will attend training and shall be compensated for not less than four (4) hours when the employee is not on duty, or shall be compensated in accordance with Section 1 of this Article. Beyond the CMHA requirement, employees may attend the range up to six (6) times per year, and be compensated as stated above.

ARTICLE 21

SUBCONTRACTING

Section 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 10-day period, CMHA will commence the subcontracted work while continuing discussions with 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

HOLIDAYS

Section 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

Veterans' Day	Martin Luther King, Jr. Day
Independence Day	Memorial Day
Christmas Day	

When a holiday falls on a Saturday or Sunday, the CMHA paid holiday shall be recognized on the Friday preceding the Saturday holiday or the Monday following the Sunday holiday.

Employees who are considered to be working on a CMHA observed holiday include the afternoon shift for the whole shift and the night shift that follows the holiday.

Section 2. An employee scheduled to work a holiday by the Chief or his designee 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 the straight time rate of pay, and shall notify the Shift Commander 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 times the employee's regular hourly rate in accordance with Article 20 and shall receive eight (8) hours compensatory time in addition.

Section 3. Should an employee elect to take the time off instead of pay for the holidays, the employee shall designate in writing at least ten (10) days in advance the days he wishes to take off which shall be subject to the advance approval of the Chief or his designee as to when they may be taken.

ARTICLE 23

VACATION

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Service	Weeks
After ----- (1) year	Two (2)
After ----- (8) years	Three (3)
After ----- (12) years	Four (4)
After ----- (22) years	Five (5)

Section 2. Length of service for purposes of the above schedule shall be determined as of December 31, 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 of hire 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. In the event a Protection 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).

Section 3. Vacation time shall be taken at a time approved of by the Chief or his designee.

Section 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 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 one (1) day's pay for one (1) day of vacation time.

Section 6. Vacation accumulations in excess of 240 hours on December 31 of any year shall be paid out in lieu of time off.

ARTICLE 24SICK LEAVE

Section 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 or serious injury or death in the employee's immediate family.

Section 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. An employee shall not accumulate more than 960 hours of sick time.

Section 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 4. Sick leave may be used in segments of not less than one (1) hour.

Section 5. Any employee off sick for three (3) or more consecutive days shall be required to provide proof of illness. 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 for discipline as may be determined by the Chief or his designee.

Section 6. The Chief or his designee may require an employee who has been absent due to personal illness or injury, prior to such a condition of 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 7. When the use of sick leave is due to the serious health condition of a member of the employee's immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law and grandparents.

Section 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 9. Upon the retirement of a full-time employee who has not less than ten (10) years of continuous service with CMHA, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement at the rate of one (1) day's pay for each two (2) of accumulated unused sick days earned by the employee as certified by the Finance Director, providing that such resulting number of days to be paid shall not exceed one hundred twenty (120) days.

ARTICLE 25

SICK LEAVE BONUS

Section 1. An employee using forty (40) hours or less 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 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 26

PERSONAL LEAVE

Section 1. All employees shall, in addition to all other leave benefits, be granted two (2) personal leave days each year which are to be taken within the year earned or forfeited.

Section 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. 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 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 27

FUNERAL LEAVE

Section 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, as defined in Article 24. If the funeral is out of state, five (5) days shall be granted.

ARTICLE 28

LINE OF DUTY INJURY LEAVE

Section 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 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 the injury until the employee begins receiving workers' compensation payments. Upon receiving workers' compensation payments the injury leave pay shall cease.

Section 3. CMHA shall have the right at any time during this period to request medical verification of the employee's injury form 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.

ARTICLE 29

JURY DUTY LEAVE

Section 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 30

MATERNITY AND PATERNITY LEAVE

Section 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 2. Five (5) days of paternity leave of absence shall be granted upon request to 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 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. The employee may

choose to take such leave without pay or may charge same to available sick, vacation or personal leave accumulations.

ARTICLE 31

MILITARY LEAVE

Section 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 32

COMPENSATION

Section 1 (Armed). Effective January 1, 2015, Protection Officers, who are in an Armed status, shall be paid in accordance to the following schedule:

	2015	2016	2017
START	13.15	13.54	13.81
2nd YEAR	13.54	13.95	14.23
3rd YEAR	13.82	14.23	14.51
4th YEAR	14.09	14.51	14.80
5th YEAR	14.38	14.81	15.11
TOP	17.51	18.04	18.40

Rates shall become effective on the employee's anniversary date of hire as a Protection Officer for those employees with 60 months or less of service.

Rates shall become effective on the Saturday of the first complete pay period following January 1st of each year for those employees with 61 months or more of service as a Protection Officer.

Section 2 (Unarmed). Effective January 1, 2015, Protection Officers, who are in an Unarmed status, shall be paid in accordance to the following schedule:

	2015	2016	2017
START	10.52	10.84	11.06
2nd YEAR	10.84	11.17	11.39
3rd YEAR	11.05	11.38	11.61
4th YEAR	11.27	11.61	11.84
5th YEAR	11.49	11.83	12.07
TOP	14.01	14.43	14.72

Rates shall become effective on the employee's anniversary date of hire as a Protection Officer for those employees with 60 months or less of service.

Rates shall become effective on the Saturday of the first complete pay period following January 1st of each year for those employees with 61 months or more of service as a Protection Officer.

Section 3 (Unarmed). Throughout the life of the Agreement the hourly rate of pay of an Unarmed Protection Officer shall be eighty percent (80%) of the corresponding hourly rate of pay of an Armed Protection Officer.

ARTICLE 33

SHIFT DIFFERENTIAL

Section 1. Employees required to work the afternoon or midnight shift will be compensated in addition to their regular pay at the rate of 20 cents ($0.20) per hour for afternoon, and 30 cents ($0.30) per hour for midnight shift.

ARTICLE 34

LONGEVITY

Section 1. Officers shall be entitled to longevity payments according to the following schedule:

After five (5) years	$500.00
After ten (10) years	$950.00
After fifteen (15) years	$1700.00
After twenty (20) years	$2200.00
After twenty-five (25) years	$2700.00

Section 2. Longevity payments shall be made on the employee's appropriate anniversary date of hire as a Protection Officer.

ARTICLE 35

EDUCATIONAL AND OTHER PAYS

Section 1. Any employee who is designated the senior officer of a shift and performs such duties by being in charge of work shift for eight (8) hours shall receive the same pay for each hour worked as the senior officer.

Section 2. All full-time employees who have completed a minimum of one (1) calendar year of employment with CMHA may participate in CMHA's Education Assistance Program as described and subject to the conditions set forth in CMHA A0-11 which is hereby incorporated by reference as it relates to the Educational Assistance Program.

ARTICLE 36

UNIFORM ALLOWANCE

Section 1. Effective immediately, newly hired employees shall receive the following uniform issuance:

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

An employee shall have the option of purchasing, at their own expense, a lightweight coat-blazer 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 divisional regulations. Additional approved uniform items or changes in the uniform, other than what is currently worn as part of the uniform, shall be purchased by CMHA.

Section 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 or about March 1.

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 one hundred dollars ($100.00) in any year. Employees shall be given at least sixty (60) days' notice prior to being required to make any purchase.

BULLETPROOF VEST:

All Protection Officers will have the option of purchasing a bullet proof vest, which will be paid for by CMHA on a reimbursed basis. Within the first month of hire, and every five (5) years following, each Protection Officer will be provided with up to six hundred dollars ($600.00) for the sole purpose of purchasing a bullet proof vest. The Protection Officer will be required to submit a receipt for such purchase prior to being reimbursed.

ARTICLE 37

INSURANCE

Section 1. All regular full-time employees in the job classifications covered by this Agreement who have completed ninety (90) days of continuous service with CMHA shall be entitled to health care coverage for themselves and their family. There will also be vision, prescription drug and dental coverage.

Section 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 3. CMHA will provide and pay the full premium for all full-time employees for Convertible Group Term Life Insurance in the amount of $25,000.

The parties shall maintain the Health Care Committee (HCC) comprised of an equal number of representatives from the CMHA and all the CMHA bargaining units that has as its objective reduced health care costs and or cost containment. The 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.

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. Employees shall pay twelve (12%) of their monthly health insurance premiums.

ARTICLE 38

MISCELLANEOUS

Section 1. In an 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 if such employee is off duty and/or is in an unpaid status.

Section 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 3. All new employees shall be permitted to maintain a residence within sixty (60) miles of Police headquarters.

Section 4. The Union will be allowed one (1) locked bulletin board for official Union 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 Union or their representative.

Section 5. Where a bargaining unit employee applies for a posted position for commissioned sworn police officer, the bargaining unit employee will be selected to continue with the selection process provided his/her total written examination score meets the required minimum. Then fifteen {15) points shall be added to his/her total written examination score. Final selection will be based on highest overall ranking after completion of the total evaluation.

Section 6. When an employee is at his/her present assignment, and is re-assigned to another CMHA location during his/her shift, said employee shall use his/her personal automobile to transfer to the reassigned location, and shall be reimbursed for mileage at the I.R.S. rate in effect at the time of submission. The automobile used by the employee shall be appropriately insured as required by state law, and the officer shall maintain a valid driver's license.

ARTICLE 39

LAYOFFS

Section 1. Members of the bargaining unit may be laid off only for lack of work or lack of funds.

Section 2. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their seniority in the rank of Protection Officer, last hired are the first to be laid off.

Section 3. A member of the bargaining unit who is laid off shall be subject to recall from lay off as set forth in Article 18, Section 4.

Section 4. A recall from layoff will be based upon their seniority in the rank of Protection Officer (last laid off, first recalled).

Section 5. Before any full-time employee may be laid off, all part-time employees and any employees working in a Protection Officer position will be first laid off.

ARTICLE 40

RETENTION OF BENEFITS

Section 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 41

SAVINGS CLAUSE

Section 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 Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 42

DRUG/ALCOHOL TESTING

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.

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 immediate 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 43

NO-STRIKE

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 to 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 shall not lock out any employee for the duration of this Agreement.

ARTICLE 44

DURATION OF AGREEMENT

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between CMHA and the Union and except as otherwise noted herein shall become effective January 1, 2015, and shall remain in full force and effect until December 31, 2017. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2017, notice of such a desire shall be given prior to November 1, 2017. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

ARTICLE 45

EXECUTION

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

FOR THE UNION:

Ray Brown

FOR THE CMHA:

APPENDIX A

ALTERNATE DISPUTE RESOLUTION PROCEDURE

Section 1. In lieu of the impasse procedures set forth in Ohio Revised Code §4117.14, CMHA and Teamsters Local Union No. 507 ("Union") agree to the following procedure to be followed in the event the parties are unable to reach an agreement after there has been collective bargaining pursuant to Ohio Revised Code §4117.14 (C)(2):

(A) CMHA and the Union shall request the State Employment Relations Board to furnish a panel of five (5) qualified fact-finders and the parties shall select a single fact-finder, to act as the arbitrator, from such panel by alternate striking of names. Beginning with the year 2000, CMHA will strike first in odd numbered years, and the Union will strike first in even numbered years.

(B) Within thirty (30) days after the arbitrator is chosen, the arbitrator shall conduct a hearing to receive evidence. Not later than five (5) calendar days before the hearing, the parties shall submit to the arbitrator, and to the opposing party, the parties' final offer as to the issues, and the rationale for that position.

(C) Within fourteen (14) days following the close of the hearing, the arbitrator shall issue his decision which shall be in writing and shall have the same effect as a "conciliator's award" under the Ohio Revised Code§ 4117.14.

(D) The arbitrator shall resolve all disputed issues on an issue-by-issue basis, by way of mediation or by choosing either CMHA's or the Union's final offer. In resolving disputed issues, the arbitrator shall consider all relevant information, including those items specifically set forth in Ohio Revised Code §4117.14 for consideration by "conciliators".

Section 2. The parties shall bear equally the cost of mediation and/or arbitration as herein provided, other than the cost of their own witnesses and/or counsel.

Section 3. Nothing herein shall be construed to prohibit the arbitrator from mediating with the parties at any time during this process.

INSERT NEW APPLICABLE V-SCHEDULE FOR 2015-17

APPENDIX B

CMHA POLICE DEPARTMENT
2016 VACATION CLASS SCHEDULE

CMHA Police Department
2016 Vacation Class Schedule

Class G										
Jan	1/1	1/2	1/8	1/9	1/10	1/17	1/18	1/25	1/26	
Feb	2/2	2/3	2/10	2/11	2/18	2/19	2/20	2/26	2/27	2/28
Mar	3/6	3/7	3/14	3/15	3/22	3/23	3/30	3/31		
Apr	4/7	4/8	4/9	4/15	4/16	4/17	4/24	4/25		
May	5/2	5/3	5/10	5/11	5/18	5/19	5/26	5/27	5/28	
Jun	6/3	6/4	6/5	6/12	6/13	6/20	6/21	6/28	6/29	
Jul	7/6	7/7	7/14	7/15	7/16	7/22	7/23	7/24	7/31	
Aug	8/1	8/8	8/9	8/16	8/17	8/24	8/25			
Sep	9/1	9/2	9/3	9/9	9/10	9/11	9/18	9/19	9/26	9/27
Oct	10/4	10/5	10/12	10/13	10/20	10/21	10/22	10/28	10/29	10/30
Nov	11/6	11/7	11/14	11/15	11/22	11/23	11/30			
Dec	12/1	12/8	12/9	12/10	12/16	12/17	12/18	12/25	12/26	

Class J										
Jan	1/4	1/5	1/12	1/13	1/20	1/21	1/28	1/29	1/30	
Feb	2/5	2/6	2/7	2/14	2/15	2/22	2/23			
Mar	3/1	3/2	3/9	3/10	3/17	3/18	3/19	3/25	3/26	3/27
Apr	4/3	4/4	4/11	4/12	4/19	4/20	4/27	4/28		
May	5/5	5/6	5/7	5/13	5/14	5/15	5/22	5/23	5/30	5/31
Jun	6/7	6/8	6/15	6/16	6/23	6/24	6/25			
Jul	7/1	7/2	7/3	7/10	7/11	7/18	7/19	7/26	7/27	
Aug	8/3	8/4	8/11	8/12	8/13	8/19	8/20	8/21	8/28	8/29
Sep	9/5	9/6	9/13	9/14	9/21	9/22	9/29	9/30		
Oct	10/1	10/7	10/8	10/9	10/16	10/17	10/24	10/25		
Nov	11/1	11/2	11/9	11/10	11/17	11/18	11/19	11/25	11/26	11/27
Dec	12/4	12/5	12/12	12/13	12/20	12/21	12/28	12/29		

Class H										
Jan	1/1	1/2	1/3	1/10	1/11	1/18	1/19	1/26	1/27	
Feb	2/3	2/4	2/11	2/12	2/13	2/19	2/20	2/21	2/28	2/29
Mar	3/7	3/8	3/15	3/16	3/23	3/24	3/31			
Apr	4/1	4/2	4/8	4/9	4/10	4/17	4/18	4/25	4/26	
May	5/3	5/4	5/11	5/12	5/19	5/20	5/21	5/27	5/28	5/29
Jun	6/5	6/6	6/13	6/14	6/21	6/22	6/29	6/30		
Jul	7/7	7/8	7/9	7/15	7/16	7/17	7/24	7/25		
Aug	8/1	8/2	8/9	8/10	8/17	8/18	8/25	8/26	8/27	
Sep	9/2	9/3	9/4	9/11	9/12	9/19	9/20	9/27	9/28	
Oct	10/5	10/6	10/13	10/14	10/15	10/21	10/22	10/23	10/30	10/31
Nov	11/7	11/8	11/15	11/16	11/23	11/24				
Dec	12/1	12/2	12/3	12/9	12/10	12/11	12/18	12/19	12/26	12/27

Class K										
Jan	1/5	1/6	1/13	1/14	1/21	1/22	1/23	1/29	1/30	1/31
Feb	2/7	2/8	2/15	2/16	2/23	2/24				
Mar	3/2	3/3	3/10	3/11	3/12	3/18	3/19	3/20	3/27	3/28
Apr	4/4	4/5	4/12	4/13	4/20	4/21	4/28	4/29	4/30	
May	5/6	5/7	5/8	5/15	5/16	5/23	5/24	5/31		
Jun	6/1	6/8	6/9	6/16	6/17	6/18	6/24	6/25	6/26	
Jul	7/3	7/4	7/11	7/12	7/19	7/20	7/27	7/28		
Aug	8/4	8/5	8/6	8/12	8/13	8/14	8/21	8/22	8/29	8/30
Sep	9/6	9/7	9/14	9/15	9/22	9/23	9/24	9/30		
Oct	10/1	10/2	10/9	10/10	10/17	10/18	10/25	10/26		
Nov	11/2	11/3	11/10	11/11	11/12	11/18	11/19	11/20	11/27	11/28
Dec	12/5	12/6	12/13	12/14	12/21	12/22	12/29	12/30	12/31	

Class I										
Jan	1/3	1/4	1/11	1/12	1/19	1/20	1/27	1/28		
Feb	2/4	2/5	2/6	2/12	2/13	2/14	2/21	2/22	2/29	
Mar	3/1	3/8	3/9	3/16	3/17	3/24	3/25	3/26		
Apr	4/1	4/2	4/3	4/10	4/11	4/18	4/19	4/26	4/27	
May	5/4	5/5	5/12	5/13	5/14	5/20	5/21	5/22	5/29	5/30
Jun	6/6	6/7	6/14	6/15	6/22	6/23	6/30			
Jul	7/1	7/2	7/8	7/9	7/10	7/17	7/18	7/25	7/26	
Aug	8/2	8/3	8/10	8/11	8/18	8/19	8/20	8/26	8/27	8/28
Sep	9/4	9/5	9/12	9/13	9/20	9/21	9/28	9/29		
Oct	10/6	10/7	10/8	10/14	10/15	10/16	10/23	10/24	10/31	
Nov	11/1	11/8	11/9	11/16	11/17	11/24	11/25	11/26		
Dec	12/2	12/3	12/4	12/11	12/12	12/19	12/20	12/27	12/28	

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Jan	1/6	1/7	1/14	1/15	1/16	1/22	1/23	1/24	1/31	
Feb	2/1	2/8	2/9	2/16	2/17	2/24	2/25			
Mar	3/3	3/4	3/5	3/11	3/12	3/13	3/20	3/21	3/28	3/29
Apr	4/5	4/6	4/13	4/14	4/21	4/22	4/23	4/29	4/30	
May	5/1	5/8	5/9	5/16	5/17	5/24	5/25			
Jun	6/1	6/2	6/9	6/10	6/11	6/17	6/18	6/19	6/26	6/27
Jul	7/4	7/5	7/12	7/13	7/20	7/21	7/28	7/29	7/30	
Aug	8/5	8/6	8/7	8/14	8/15	8/22	8/23	8/30	8/31	
Sep	9/7	9/8	9/15	9/16	9/17	9/23	9/24	9/25		
Oct	10/2	10/3	10/10	10/11	10/18	10/19	10/26	10/27		
Nov	11/3	11/4	11/5	11/11	11/12	11/13	11/20	11/21	11/28	11/29
Dec	12/6	12/7	12/14	12/15	12/22	12/23	12/24	12/30	12/31	

Littler Mendelson, P.C.
1100 Superior Avenue
20th Floor
Cleveland, OH 44114

Craig M. Brown
216.623.6123 Direct
216.696.7600 Main
cmbrown@littler.com

January 1, 2015

Carl Pecoraro
President
Teamsters Local Union No. 507
5425 Warner Road, Unit 7
Cleveland, OH 44125

Re: Agreement Regarding 9MM Automatic Firearms

Dear Mr. Pecoraro:

This letter shall constitute an Agreement supplementing the 2015-17 Collective Bargaining Agreement (2015-17 Agreement) between Cuyahoga Metropolitan Housing Authority (CMHA) and Teamsters Local Union No. 507 regarding the use of 9MM automatic firearms. Effective upon ratification of the 2015-17 Agreement, all newly-hired Armed Protection Officers, including current bargaining unit members currently classified as Unarmed Protection Officers shall, as a condition of service as an Armed Protection Officer, qualify with and carry a 9MM automatic firearm. All current Armed Protection Officers shall be required to qualify with and carry 9MM automatic firearms by January 1, 2018. To facilitate these understandings, bargaining unit employees are subject to the following:

(1) Armed Protection Officers shall continue to provide their own weapons, which must be selected from an approved list authorized by CMHA;

(2) All current Armed Protection Officers may continue to use a .38 caliber revolver as their service weapon until December 31, 2017; and

(3) Current Armed Protection Officers who are not qualified to carry a 9MM automatic firearm by December 31, 2017, will be reclassified as Unarmed Protection Officers until they successfully qualify to carry 9MM automatic firearms .

Please signify the Union's acceptance of these terms by signing this letter where indicated below.

Very truly yours,

Craig M. Brown

Teamsters Local Union No. 507

By: _____ Dated: 4/12/15

Littler Mendelson, P.C.
1100 Superior Avenue
20th Floor
Cleveland, OH 44114

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

March 15, 2016

Carl Pecoraro
President
Teamsters Local Union No. 507
5425 Warner Road, Unit 7
Cleveland, OH 44125

Re: Seniority List

Dear Mr. Pecoraro:

Notwithstanding the seniority tie-breaker provision set forth at Article 18, Seniority, Section 6, of the collective bargaining agreement between CMHA and Teamsters Local Union No. 507, the parties agree that the seniority list in effect for current employees as of March 15, 2016, shall be binding until such time as otherwise agreed.

Very truly yours,

Craig M. Brown

Teamsters Local Union No. 507

By: _____ Dated: 4/12/16

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