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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

**Effective October 1, 2010
to September 30, 2014**

between

**Columbus Metropolitan
Housing Authority**

and

**Maintenance & Allied Employees
Local Union No. 711**

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AGREEMENT

This AGREEMENT entered into and effective this 1st day of October, 2010, between the Columbus Metropolitan Housing Authority, hereinafter called the "Employer" or "CMHA," and Maintenance & Allied Employees Local Union #711, hereinafter called the "Union."

ARTICLE 1. - PREAMBLE

1.1. The parties hereto desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement, and desire to regulate the mutual relations between the Parties with the view of securing harmonious cooperation, and for the settling of all differences. It is the general purpose of this Agreement to promote the mutual interest of the Employer and its employees and to provide for the continuation of the Employer's services under methods and procedures which will further to the fullest extent possible the economy and efficiency of operation and the public purposes which the Employer serves, elimination of waste, and realization of maximum quantity and quality of output, and avoidance of interruptions to tenants and services. The Parties to this Agreement will cooperate fully to secure the attainment of these purposes.

ARTICLE 2. - UNION RECOGNITION

2.1. The Employer recognizes the Union as the exclusive representative of all permanent regular employees of the CMHA Craft, Administrative, and Maintenance Departments. For reference purposes, such employees shall be referred to as members of the Administrative, Craft, or Maintenance Staffs. All casual, seasonal, supervisory, professional, guards, temporary (except as provided in Section 23.9 of this Agreement), and exempt employees shall be excluded from this recognition and the terms of this Agreement. Exempt employees in the Administrative Staff shall include those set forth in the letter agreement between the parties dated March 31, 1988, and the letter to SERB dated April 25, 1988, upon which SERB certification was granted, which are attached hereto and made a part of this Agreement.

ARTICLE 3. - SCOPE OF BARGAINING

3.1. The scope of bargaining between the parties shall include bargaining over matters which are mandatory subjects of bargaining under Chapter 4117 of the Ohio Revised Code. The parties agree that any term or provision of this Agreement which shall be, now or in the future, in conflict with any HUD regulation, circular, handbook or other directive shall be void and of no effect. HUD regulations, directives, etc. which are issued during the term of this Agreement and which conflict with this Agreement will be submitted to the Union and CMHA agrees to meet with the Union at its request to explain the regulation, directive, etc. and/or its implementation.

ARTICLE 4.- UNION SECURITY

4.1. As a condition of continued employment, all full-time permanent employees covered by this Agreement who are members of the Union in good standing on the date of execution hereof, or of the effective date, whichever is later, shall remain members in good standing; all such employees who are not now members of the Union, and all such regular employees who are hired on or after the date of execution hereof shall acquire Union membership no later than thirty (30) days following the effective date of this Agreement, or thirty (30) days following the commencement of employment, whichever is later, and shall remain members in good standing in the Union.

An employee who shall tender all periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to have met the requirement of membership in good standing.

In lieu of becoming a member of the Union, as set forth above, employees who choose not to become members may pay to the Union a fair share fee, as a condition of continued employment. The fair share fee shall not exceed the dues paid by members of the Union. The Union shall prescribe an internal procedure to determine a rebate, if any, for nonmembers, which shall conform to federal law. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining.

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, and which is exempt from taxation under the provisions of the Internal Revenue Code, shall not be required to join or financially support any employee organization as a condition of employment. Upon meeting the requirements of Section 4117.09 of the Revised Code, such employees may be declared exempt from becoming a member or financially supporting the Union.

4.2. The standing of any employee as a member or fair share participant of the Union shall be reflected by the Union records. The Employer agrees that, upon the written request of the Union, it will discharge any employee who, in accordance with the above, fails to maintain membership in good standing or fair share payments with the Union. No employee shall be terminated under this clause unless:

(a) The Union first has notified the employee by registered letter that the employee is delinquent in not tendering required periodic dues or fair share payments, and specifying the current amount of such delinquency, and warning the employee that unless such payment is tendered within ten (10) calendar days the Union will demand that the Employer terminate the employee's employment; and,

(b) The Union has furnished the Employer with written proof that the foregoing procedure has been followed and that the employee has not complied with such request, along with a written demand that the employee's employment be terminated.

The Employer will provide a list each month to the Union, showing bargaining unit employees in good standing and the amount of dues withheld by the Employer for each employee (including those for whom no dues are withheld). The Union will take all reasonable steps to collect dues directly from any employees from whom dues have not been withheld. As set forth below, upon the written request of the Union, the Employer will withhold additional dues from the earnings of employees who are delinquent in their dues payments to the Union, provided that for each such employee (a) the Union demonstrates to the Employer's satisfaction that it made reasonable, but unsuccessful, attempts to collect the delinquent dues, and (b) the delinquent employee has been informed in writing by the Union of the request to the Employer for additional withholding, and (c) the Union makes a written request each month to the Employer for additional withholding, with a certification of the amount of delinquent dues currently owed, and (d) the employer receives a signed authorization from the employee authorizing the additional withholding of delinquent dues payments. In such instances, the Employer will withhold from the subsequent monthly pay of the delinquent employee (a) the amount of normal Union dues to be withheld, and (b) up to an additional amount of 50% of the normal monthly dues to apply to the dues delinquency.

The Union assumes full responsibility for any additional withholding of delinquent dues and for the termination of any employee's employment pursuant to this Section, and the Union agrees to indemnify and hold the Employer harmless against any and all claims, liability, damages and expenses (including attorney fees) as to any dispute whether or not an employee has failed to maintain his membership in good standing or fair share payments, any deduction of additional or delinquent dues, and as to any termination of employment under this Section.

4.3. Within one week of the day that a new employee begins work, the Employer will provide the Union steward with the new employee's name and job classification. At the time of hire new employees will be given copies of this Agreement and a union membership application and dues deduction form by the Employer. New employees will also be asked to complete a form indicating the employee's hire date, position, and wage rate, and upon completion a copy of such form shall be provided to the Union President. The Union representatives shall schedule a meeting with any new employees hired at CMHA within the previous week for the purpose of explaining the obligations and responsibilities of the Union and employees under this Agreement. The Employer will provide a suitable location at its central office for such new employee meetings, which shall be held on Friday, beginning at 4:00 p.m.

ARTICLE 5. - CHECK-OFF

5.1. The following procedure shall govern the check-off and collection of Union dues and fair share payments. The Employer, during the term of this Agreement, shall deduct from the pay of

each permanent employee covered by this Agreement the periodic dues or fair share payments of the Union, for those employees for whom the Union has furnished the Employer with a written authorization for such deduction, executed by such employee, provided that such authorization complies with the federal Labor Management Relations Act of 1947, as amended. Authorizations may be revoked by an employee by submitting a written revocation to the Employer. Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following a layoff of three (3) months or less or leave of absence; previous authorizations of other employees rehired or reinstated, or for any period when this Agreement is not in effect, shall not be considered to be effective.

The Union agrees that at no time will it solicit or collect dues, payments or fees of any kind on company time. The Union agrees to indemnify and hold the Employer harmless against any and all claims, liabilities, damages and expenses arising out of the deduction of Union dues, payments or fees from an employee's pay. The Union assumes full responsibility for the disposition of monies so deducted once they have been forwarded by the Employer to the Union.

ARTICLE 6. - RESPONSIBILITY OF MANAGEMENT

6.1. The Employer retains the sole right to manage its business, including but not limited to, the right to hire, lay off, promote, demote (provided that any disciplinary demotion must be for just cause), discharge for just cause, maintain discipline, require observance of rules and regulations, fix standards of quality and quantity of work, fix wage rates for new jobs upon prior bargaining with the Union, combine or eliminate jobs, determine job content, direct the performance of work, select and assign employees, to fill or not fill available job openings, create new jobs and increase or decrease the number of employees holding any jobs, and maintain efficiency of operation, provided that the Employer shall not exercise these rights in violation of the explicit provisions of this Agreement. In addition, the Employer has the right to determine the size and composition of the work force; to allocate, schedule and assign work; transfer or subcontract work out of the bargaining unit; to maintain and, upon prior notification to the Union, to establish and maintain standards of quality and workmanship; to determine the addition or deletion of services to be rendered, and the equipment, techniques, methods, processes and means of the Employer's services and business and the procurement and scheduling of work and production.

In the event that the Employer decides to combine or eliminate jobs, or to transfer or subcontract work out of the bargaining unit, the Employer shall give the Union notice of such action at least ten working days prior to implementation of the decision. The Employer shall meet with the Union, if requested to do so by the Union, to discuss the decision within the ten-day period prior to implementation of any such decision.

Where any of the rights, powers or authorities set forth above are modified or limited by the express terms of this Agreement, they shall be modified or limited only to the extent specifically provided therein. The Employer shall also retain all rights, powers and authority

granted to a metropolitan housing authority or its members by the law of the State of Ohio, together with such rights or powers which can reasonably be inferred therefrom.

6.2. The foregoing enumeration of the Employer's right to manage shall not be deemed to be a waiver of any rights or to exclude other functions not specifically covered by this Agreement, and all other traditional rights, powers and prerogatives vested in management prior to this Agreement are retained by the Employer, except as specifically limited by the express terms of this Agreement.

The management of the operations and services covered by this Agreement and the direction of the working force therein are solely and exclusively the function and prerogative of management of CMHA, subject only to the specific provisions of this Agreement. The terms of this Agreement shall not be construed or deemed to have been modified, diminished, nor impaired by any past practice or conduct.

6.3. The right of the Employer to make such rules and policies, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of the Employer's business, is recognized. It is recognized that all employees covered by this Agreement shall adhere to and be fully covered by the CMHA General Personnel Policy, except to the extent that any provision of the General Personnel Policy is in conflict with the express terms of this Agreement.

6.4. The Union recognizes that the nature of CMHA's operations requires flexibility in making work assignments, so that it can meet emergencies and other operational contingencies.

ARTICLE 7. - REPRESENTATION AND GRIEVANCE PROCEDURE

7.1. The Union shall be represented by the Business Manager and four stewards, all of whom must each have seniority and be actively working for the Employer. The Business Manager and the stewards shall be considered to have the highest seniority within their respective job classifications. The Employer shall recognize the Business Manager and stewards when they have been certified in writing as being the representatives by the Union.

7.2. In the event that CMHA makes a preliminary determination to discharge a bargaining unit employee, CMHA will (a) notify the employee of the charges against them, (b) provide an explanation of the evidence, and (c) offer the employee a chance to present their side of the story at a pre-termination hearing. A copy of the pre-termination hearing notice shall be provided to the Union. The pre-termination hearing is not a full evidentiary hearing and its purpose is only to determine whether CMHA believes that there is no reasonable basis to believe that the charges are true.

7.3. The pre-termination hearing will be held within five working days of the date of notification to the employee; provided that CMHA and the employee may mutually agree to extend the hearing

date. The employee may be placed on administrative suspension during the period from the notice to the pre-termination hearing. If requested by the employee, a Union representative may be present at the hearing and represent the employee. The employee has the option to have a pre-termination hearing or not, and an employee may waive the hearing if they so choose. Failure to appear at the hearing constitutes a waiver of the right to a hearing.

If CMHA determines to discharge the employee after the hearing, it shall provide a notice of termination to the employee and the Union. Neither an employee's waiver of a pre-termination hearing, nor the employee's failure to appear at the hearing, shall preclude or affect the employee's right to file a grievance under the procedure set forth below.

The Union representative and the representatives of the Employer shall meet at mutually agreeable times, either during or outside working hours, for the purpose of informally adjusting grievances; provided however, that the Employer shall have no obligation to compensate any employee involved for any time spent in any such meeting outside working hours. Union representatives shall be given time off with pay to attend grievance meetings and arbitration hearings that are held during their scheduled working hours, where their attendance is necessary as the Union's representative. All such formal meetings shall be scheduled at mutually agreeable times.

Where a Union steward is involved in adjustment of a grievance, he shall request permission for time off from his immediate supervisor before leaving his work duties. In the event that permission to leave his work responsibilities is denied by the supervisor, the steward may meet with the involved employee at the end of the steward's work shift. In the event that an employee in the steward's Department is seriously injured on the job, or in the event of discipline or a discharge where an employee is asked to leave work immediately, or an act of violence involving an employee who is a member of the Union, the steward must advise his supervisor (or in the absence of the supervisor, the next person in the steward's chain of command) of his absence, but need not be granted permission to leave his work duties for the time reasonably required to attend to the matter. In the event that a bargaining unit employee is required to submit to alcohol or drug testing, the employee shall be informed of their right to have a union representative present during the testing. If the employee so requests, a Union representative shall be permitted to confer with the employee, either at the work site or at the testing site, before the test is administered, provided that the administration of the test shall not be unduly or unreasonably delayed or disrupted thereby. Prior to such testing, the employee shall be permitted, if they so choose, to volunteer any explanation for their condition or behavior, which explanation shall be documented.

7.4. A grievance under this Agreement is a written dispute, difference, claim or complaint arising under and during the term of this labor contract and filed by a Union representative, relating to matters of interpretation or application of the express provisions of the Agreement. The grievance procedure set forth below shall be the exclusive method of resolving grievances.

7.5. No grievance shall be initiated, filed or processed based on facts, events, or notification of disciplinary action which have occurred prior to seven (7) working days before the grievance is filed. The grievance procedure, except as set forth in 7.7, below, shall consist of four steps:

(a) Step One – If requested by the Union, the appropriate Manager or Supervisor shall meet and discuss the dispute or complaint with the employee and one steward or the Business Manager within the seven (7) working day period set forth above. If the matter is not satisfactorily resolved at such meeting, or if no such meeting occurs, the grievance must be reduced to writing, on a form approved by CMHA and the Union, setting forth the facts involved in the grievance and all sections of this Agreement alleged to have been violated. The grievance shall be signed by the employee and approved by the Union. The grievance must be delivered to the CMHA Human Resources Department within the seven working day period from the date of the occurrence or notification giving rise to the grievance.

(b) Step Two – Provided that the Vice President for the Department has not determined or approved the discipline for the grievant, the Vice President shall meet and discuss the grievance with the employee and one steward and the Business Manager within seven (7) working days from the date that the grievance was delivered to the Human Resources Department. (If the Vice President has determined or approved discipline for the grievant, CMHA shall appoint a different management person, who has not been involved in the conduct in question, to meet with the union at the Step Two level.) If the grievance is not satisfactorily resolved at such meeting and documented by a written resolution, CMHA shall deliver a written response to the grievance to the Union representative within seven (7) working days from the date of the Step Two meeting.

(c) Step Three – If the written response issued by CMHA after Step Two is not acceptable, the Union may appeal the decision to Step Three by filing a written notice with the Human Resources Department within seven (7) working days of the date that the Step Two decision was issued.

The CMHA COO, or his designee, shall meet and discuss the grievance with the employee and one steward and the Business Manager within seven (7) working days from the date that the notice of appeal to Step Three was delivered to the Human Resources Department. If the grievance is not satisfactorily resolved at such meeting and documented by a written resolution, CMHA shall deliver a written response to the grievance to the Union Representative within seven (7) working days from the date of the Step Three meeting.

(d) Step Four. If the Step Three response issued by CMHA is not acceptable, the grievance must be appealed to arbitration in order to receive further consideration. A grievance not satisfactorily adjusted in Step Three may be submitted to arbitration at the election of the Union. Any referral to arbitration shall embrace only one (1) matter in dispute, unless otherwise stipulated by mutual agreement between the Union and CMHA. The Union shall give written

notice of its intention to arbitrate a grievance within seven (7) working days from the date of receipt of the written answer provided by CMHA in Step Three.

An arbitrator shall be chosen by mutual agreement of the parties, or if such an agreement cannot be reached, then the parties will jointly request the Federal Mediation and Conciliation Service to send the parties a list of not less than five (5) names of suggested arbitrator. Either party may reject the FMCS list and request FMCS to provide a new list with different proposed arbitrators. If within seven (7) working days after receipt of the aforesaid list the parties are still unable to agree on an arbitrator, the parties shall alternatively strike one name from the list of arbitrators, until only one name remains, in which case the parties agree to accept the arbitrator so chosen. The first opportunity to strike a name from the list of arbitrators shall be determined by a flip of a coin.

At least two (2) working days prior to a scheduled arbitration hearing, each party (Union and CMHA) will provide to the other party the names of employees who will be expected to participate in the hearing. All expenses of the arbitrator and the arbitration hearing shall be equally divided between the Union and CMHA, with the exception that if only one party purchases a copy of a reporter's transcription of the arbitration hearing, that party alone shall bear such expense, together with any other expenses specific to either party (witness compensation, copy expenses, etc.). The arbitrator shall render a written decision within sixty (60) days of the close of the hearing or submission of briefs (whichever is later). If the arbitrator's decision has not been received by the end of the sixty-day period, CMHA and the Union will work together to jointly request the prompt issuance of the decision. The decision of the arbitrator shall be final and binding.

The parties understand and agree that in making this contract they resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitrator may not add to, modify, detract from, or alter the terms of this Agreement, nor substitute his or her discretion for that of CMHA in cases where CMHA has retained discretion or the right to act under this Agreement. Nor shall the arbitrator render any decision which is contrary to law or contrary to rules, regulations, or directives of any governmental bodies, including HUD.

7.6. CMHA will notify the Union and the affected employee within five (5) working days after any decision is made to suspend or discharge the employee for disciplinary reasons. The notification will advise the Union and the employee of the basis for the suspension or discharge and the specific disciplinary action to be taken. Upon such notification, the Union may thereafter request to meet with the employee's Manager or Supervisor, such meeting to occur within the seven (7) working day period after the notification and pursuant to Step One of the grievance procedure, above, to discuss the disciplinary action. In the case of a disciplinary suspension, the suspension usually will not be implemented until the seven-day period for the Step One meeting has expired; provided that CMHA may, in its discretion, implement the disciplinary suspension immediately if it determines that it is appropriate to do so.

Any grievance disputing a disciplinary suspension or discharge must be processed according to the grievance procedure set forth within Section 7.5, above. Only facts and conduct relevant to the disciplinary action giving rise to the grievance shall be considered in the grievance

proceedings; however, in imposing discipline CMHA may take into account an employee's prior work record and disciplinary record. A disciplinary suspension shall not be implemented or served until CMHA has provided its Step Two answer; provided, however, that (a) suspensions pending investigation, (b) suspensions pending a pre-termination hearing, (c) suspensions following drug or alcohol tests, (d) suspensions agreed upon at Step 1, and (e) suspensions where no timely grievance is filed, may be implemented immediately by CMHA.

In discharge and termination grievances, the arbitrator shall be confined to a choice between (a) upholding the discharge-termination in its entirety, or (b) reversing the discharge-termination and awarding backpay (consistent with this Agreement) and reinstatement.

7.7. Grievances concerning Employer policies and grievances arising between the Union and the Employer shall be presented directly to Step Two of the grievance procedure.

7.8. If the respective decisions and written grievances, notices, filings, and responses set forth in this Article VII, including those for delivery and receipt of written documents, are not given and received within the stated time limitations, the grievance or answer shall be deemed waived or abandoned, and resolved against the defaulting party, and shall not thereafter form the basis of a grievance.

The time limits provided herein shall be strictly adhered to as maximums for each grievance to ensure rapid resolution of disputes, unless otherwise agreed to in writing by both CMHA and the Union. The failure to timely file, respond, or appeal any grievance or decision within the time limit set forth for such filing, response, or appeal shall constitute a waiver of the right to further consideration and the grievance shall be disposed of on the basis of the last action or decision timely given.

7.9. The Union and the Employer shall participate in quarterly Labor-Management meetings. The Union shall be represented at such meetings by the Business Manager, President, Vice-President, and most senior steward. The quarterly meeting may be waived or postponed by mutual consent. CMHA and the Union agree to exchange agendas at least three (3) working days in advance of the meeting, and the meeting shall be confined to discussion of the agenda items. The Union representatives shall be paid for the time spent in such meetings that occur during working hours.

7.10. The Employer shall in no event be required to pay back wages or other compensation for more than three (3) working days prior to the date a written grievance is filed. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less all amounts the employee earned elsewhere during the period in question, as well as any unemployment compensation or other compensation of any nature that he may have received. Where the employee has been off CMHA work for thirty (30) or more days, back wage claims shall also be limited by all earnings or compensation that the employee, with diligent effort, could have received from any reasonably comparable work during the period in question, provided that the Employer has not substantially delayed the grievance procedure. No back pay shall be awarded for any period during which employee, in accordance with his seniority standing or for any other reason, would have been laid off or would not have been working.

7.11. The parties agree that grievance proceedings and records of grievance proceedings shall be handled in a confidential manner. Nothing contained herein shall be construed to limit the individual rights of an employee having a grievance to discuss the matter informally with management through normal channels of communication, without intervention of the Union.

ARTICLE 8. - STRIKES AND LOCKOUTS

8.1. The Parties agree that they will promptly attempt to adjust all complaints, disputes or grievances arising between them involving questions of interpretation or application of any cause or manner covered by this Agreement, as well as any act, conduct or relation between the Parties, direct or indirect.

8.2. The Employer agrees that during the term of this Agreement there shall be no lockouts. However, the permanent closing down of the Employer's operations or one of the Employer's departments, or curtailing any operations for business reasons, shall not be construed to be a lockout. The Employer agrees to give at least forty-five days advance notice to the Union during the term of this Agreement of any such permanent closing for business reasons of the operations or one of the departments, where the closing will result in the termination (or significant reduction of hours) of five or more bargaining unit employees. The notice will not be required in a situation where the business or operations suffer from unforeseeable business or funding circumstances or natural disaster.

8.3. The Union, its officers, agents, members, and on behalf of all employees covered by this Agreement, agree that for the duration of this Agreement, there shall be no strikes, sit downs, slow downs, stoppage of work, sick outs, boycott or any acts that interfere with the Employer's operations, services or production, nor shall any employee be prevented from performing his or her duties during the term of this Agreement. It is also agreed that no employees shall fail to cross any picket line to report to work, unless such picket line is a lawful primary picket line of the Union signatory hereto. The violation of this provision by any employee may be made the subject of disciplinary action, including discharge, at the sole discretion of the Employer.

8.4. The Employer shall have the discretion to discipline, including discharge, any employee who (whether individually or in a group) instigates, participates in or gives leadership to any activity herein prohibited. The Employer shall have no obligation to attempt to discipline each and every employee who engages in a violation of this Article.

ARTICLE 9. - WORKING HOURS AND OVERTIME

9.1. The normal work week for permanent full-time employees shall be Monday through Friday (unless otherwise specified in job descriptions). The regular schedule of an employee's working day shall be from 8:00 a.m. to 4:30 p.m. (which times are subject to change by the Employer), and shall consist of eight (8) hours, consecutive if possible, which shall include a one

hour lunch period, one-half hour of which shall be paid, to be generally taken from noon to 1:00 p.m., or at such other times determined by the Employer. There shall be no formal break periods during the working day. This provision, however, shall in no way be construed as a guarantee by the Employer of any amount of work in any period, or as a limitation on the right of the Employer to fix work days or the number of hours of work (including overtime) per day or per week for any employee.

It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to, rotation of shifts, vacation, leaves of absence, holidays, absenteeism, employee requests, temporary shortage of personnel and emergencies. No such deviation shall be considered as violations of this contract.

9.2. Time and one-half the employee's regular wage rate shall be paid for all hours actually worked in excess of eight continuous hours of work per day, or for all hours actually worked in excess of 40 straight-time hours in any work week. When employees work in excess of eight (8) hours in one day as a result of schedule changes made of their own choice, no overtime premium shall be paid.

There shall be no duplicating or pyramiding of overtime hours or rates, and in no case may any premium be paid twice for the same hours worked. Overtime paid on a daily basis shall not be duplicated on a weekly basis, nor shall fixed overtime allowances for holiday work be duplicated on the basis of daily or weekly overtime hours.

Hours during which an employee is absent, but which are charged and paid as either annual leave or holiday pay, shall be counted as hours "actually worked" for the purpose of computing overtime pay. All other paid time which is not actually worked by the employee shall not be counted as time worked for the purpose of overtime determination or computation.

The Employer shall determine, in its discretion, when overtime work will be required and how many employees. Overtime work will be assigned at the sole discretion of the Employer and will be performed only upon authorization by the Employer. The Employer shall maintain a list of employees in each job classification, by work site, who desire to work overtime when overtime work is available. The list shall be updated each January and June, and it will be the responsibility of each employee to place or remove the employee's name from the overtime list at those times. The list will be posted on the Union bulletin board and at the housing community offices.

When daily or short-term overtime is necessary in a particular job classification, the overtime work will be assigned to the employee, if any, who had been performing work during regular scheduled hours or the employee(s) who are most familiar with the tasks involved. In cases deemed to be an emergency by the Employer, overtime work may be assigned to any employees immediately available.

If the Employer determines that overtime is necessary for all employees in a job description, or all employees at a site, the assigned overtime work shall be mandatory and the overtime list shall

not be utilized. When overtime is otherwise required, overtime shall be required and assigned as follows:

- a. If the sufficient number of employees in the job classification at the site, who are capable of performing the work, are available on the overtime list, the overtime shall be assigned to those employees;
- b. If more than the sufficient number of employees in the job classification at the site, who are capable of performing the work, are available on the overtime list, the overtime shall be assigned to the most senior employees in the job classification on the list;
- c. If the sufficient number of capable employees in the job classification at the site are not available on the overtime list, the overtime work shall be assigned to the employees in the job classification on the list and the Employer may (but is not required to) (1) offer the overtime work to other qualified employees on the overtime list who regularly work at other sites in the affected job classification, and/or (2) utilize temporary employees (from a temporary agency or otherwise) to perform the overtime work.

When overtime is assigned, as set forth above, it will be mandatory for employees to work the assigned overtime. Employees with an acceptable excuse for not working overtime, which excuse arises from factors beyond the control of the employee and which is deemed to be legitimate by the Employer, may be excused from overtime work, at the sole judgment and discretion of the Employer. In such circumstances, it will be necessary for the employee to produce reasonable proof of the reason for the absence. (The fact that other employees may or may not have been excused from overtime, at any time and for any reason, shall not have any bearing on the requirement to work or a request to be excused by any other employee.) Employees who fail to work assigned overtime will not be eligible for the assignment of subsequent overtime and may be disciplined, up to and including discharge. Errors in the assignment of overtime shall be remedied by the preferential assignment of future overtime to the affected employee.

When required to work daily or short-term overtime, employees shall be notified by (posting or otherwise) in advance of their regular quitting time, if practicable, to allow them to make proper preparations therefor. If the Employer determines that overtime is necessary on an emergency basis, overtime may be required without advance notice. For other overtime work, and where practicable, the Employer will give notice (by posting or otherwise) at least forty-eight hours prior to the start of the overtime work.

9.3. Pay for employees will be determined on the basis of fifteen (15) minute intervals. Pay for employees who arrive for work late or leave work early will be calculated from the quarter hour after their arrival or prior to their departure.

9.4. Employees who are called back to work one or more times in a day after leaving the Employer's premises shall receive at least three (3) hours of pay, or shall be assigned at least three (3) hours of any work available, for each time called back to work. An employee shall be deemed to have been called back only when he receives notice to return after he has left the Employer's premises at his normal scheduled departure time. If notice of work to be done is

given prior to when the employee leaves the premises or prior to the end of the employee's working hours, the employee shall be deemed to have worked continuously. For purposes of overtime computation, the hours corresponding to the amount of call-in pay received shall be considered as hours worked.

ARTICLE 10. - SENIORITY

10.1. Except as set forth in this Section, seniority is defined as length of continuous service from the last date of hire, regardless of job classification. However, no seniority shall be recognized until completion of the probationary period. For purposes of layoff and recall, seniority within the affected job classification shall mean the length of continuous service from the date that the employee last began to work in the job classification in question.

10.2. An employee shall be considered probationary and shall not be entitled to any rights under this Agreement for one hundred eighty (180) calendar days, on a continuous basis, after the date of last hire. The Union may represent any such employee to the extent that representation shall be required by any law or regulation of any government body of competent jurisdiction. No claim or grievance shall be made by the Union or the employees with respect to layoff, transfer, demotion, job classification or rate of pay, or discharge of the employee during the period of probation, and the Employer is under no obligation to re-employ a laid-off probationary employee.

Permanent full-time employees shall be entitled to enroll for insurance and retirement benefits and shall be eligible for holiday, bereavement and jury duty benefits, on the terms provided in this Agreement, as of the date of hire (subject to any uniformly required waiting periods, etc.). Such employees shall be eligible, on the terms provided in this Agreement, for annual leave benefits upon the completion of thirteen (13) full pay periods. If a probationary employee continues in the employ of the Employer after the expiration of the probationary period, his seniority and length of employment for annual leave computation purposes shall be determined from his date of last hire.

10.3. Where ability to perform the work, skill and efficiency, dependability, and capabilities are equal, employees shall be laid off in inverse order of their seniority within the affected job classification (job classifications are set forth on Appendix A).

10.4. The Employer shall maintain an up-to-date seniority list and shall furnish the Union with a copy thereof every six (6) months.

10.5. Employees shall lose their seniority and their employment shall be terminated for the following reasons:

- (a) If an employee voluntarily quits;
- (b) If an employee is discharged and the discharge is not reversed through the grievance procedure;

- (c) Abolishment of the job performed by the employee;
- (d) If a settlement with the employee has been made on the basis of total permanent disability;
- (e) If the employee is retired;
- (f) If an employee fails to report for work within ten (10) days from a layoff after being notified by the Employer in writing by registered mail, at his last known address as shown by the Employer's records (such recall notice shall also be sent to the Union);
- (g) Unless otherwise prohibited by law, if an employee is on medical leave(s) of absence resulting from an injury which is an allowed workers' compensation claim(s), for a period of time equal to the employee's length of seniority, but in no event to exceed a continuous period of twelve (12) months or an accumulated period of absences equal to 260 work days in a three (3) year period. (For a claim to be an allowed workers' compensation claim, an employee must file the claim within thirty days after the start of the leave of absence. The status of the claim on the date that is 12 months after the start of the leave of absence will determine whether the claim is allowed or not for the purposes of the foregoing; provided that if no ruling or determination has been issued on a timely filed claim at the time of the point of the 12 month time period, the leave of absence shall be extended and the determination of whether the claim is allowed or not will be as ruled in the first such ruling or determination issued thereafter. In the case of an initial ruling after the date of the 12 month period, and where the ruling does not allow the claim as a compensable workers' compensation claim, the employee must return to work within fifteen days from the date of the issuance of the ruling by the Bureau or Industrial Commission.)
- (h) If an employee is on layoff or leave of absence, other than as set forth in Section 10.5(g), above, for a period of time equal to (1) the employee's length of seniority, or six months, whichever is less, or (2) accumulated period of absences equal to 210 work days in a three (3) year period.
- (i) If an employee fails to make written application for a medical leave of absence within three (3) days after the cause or knowledge of the reason for the absence, unless it is shown by the employee that it was impossible for the employee to make such an application;
- (j) If an employee gives a false reason for a leave of absence, or engages in or seeks any other employment during such a leave, or fails to report for work on the day following the expiration of an authorized leave of absence (unless such failure is excused by the Employer).

An employee who is transferred or promoted to a position outside the bargaining unit may be returned to the bargaining unit, at the discretion of CMHA or the employee, within a one hundred twenty (120) calendar day probationary period. If the employee is returned to the unit within the probationary period, such employee will return to his former job with accumulated seniority. CMHA may decide, in its discretion, to fill the employee's former position during the probationary period, in which event the procedure outlined in Section 13.1 of this Agreement will be followed.

ARTICLE 11. - NEW CRAFT EMPLOYEES

11.1. The Employer recognizes the Union as the source of skilled craft department employees, and the Union agrees to furnish qualified employees for permanent full-time craft department positions upon request, to the greatest extent possible. The Employer will advise Local 711 and the affected Craft Union of such employment needs prior to advertising for such help or contacting commercial employment agencies. The Union shall have two (2) working days from the time it is notified in which to make referrals to the Employer; provided, however, if the Union knows at the time it receives notice from the Employer that it cannot make a referral, it shall so inform the Employer immediately. Unless the Union supplies a satisfactory applicant within forty-eight (48) hours of the request being made, the Employer may then utilize its own personnel procedures and applicant lists, advertise for employees, or seek applicants elsewhere. This section shall not prohibit or prevent the Employer from hiring employees through any government-funded programs. The Employer reserves the right to reject, for any reason, any employee referred by the Union. As provided in Section 6.1 of this Agreement, the Employer shall have the right to engage contractors, or casual or spot labor, to perform bargaining unit or other work, in the discretion of the Employer, and in obtaining such employees the Employer may, but is not obligated to, utilize the Union referral services.

ARTICLE 12.- LAYOFF AND RECALL

12.1. The following order shall prevail with respect to layoffs:

- (a) Temporary employees performing work in the job classification;
- (b) Probationary employees performing work in the job classification;
- (c) Permanently transferred employees who are within the transfer probationary period in the job classification to be reduced;
- (d) Permanent employees in the job classification.

12.2. Where the ability to perform the work, skill and efficiency, dependability, and physical capability are equal, employees shall be laid off in inverse order of their seniority within the affected job classification. For purposes of layoff, seniority shall be determined by length of

accumulated service in the affected job classification; provided, however, that for purposes of layoffs involving Maintenance Technicians, Maintenance Technician-Painter Specialists, and Maintenance Technician-Carpenter Specialist, (a) all three Maintenance technician job classifications will be combined into one single Maintenance Technician category, and (b) seniority for all Maintenance Technicians shall be defined as the length of continuous service from the last date of hire at CMHA.

In the event of a reduction in force or reorganization resulting in layoffs, the Employer may, in its discretion but without obligation to do so, implement a voluntary layoff program, which may include an incentive offering, to permit employees to volunteer to be laid off or terminate their employment, in which event seniority and the other provisions of this Article 12 shall not be applicable.

12.3. No benefits or other provisions of this Agreement, except as specifically set forth herein, shall be available to employees while on layoff status. A laid-off employee must take a job which he is offered or to which he is recalled within his job classification. Refusal to accept recall will result in loss of seniority. Laid-off employees shall be returned to work in inverse order of layoff when, in the discretion of the Employer, sufficient work exists to warrant recall of employees. Recalled employees shall be notified by registered mail, at their last known address, and shall be given ten (10) working days from the date of notification in which to return to work (such recall notice shall also be sent to the Union).

12.4. An employee who is selected for layoff shall be given the opportunity to replace another employee with lower seniority in the job classification in which the employee selected for layoff worked immediately preceding his then-present job classification, provided that the Employer determines that the employee remains qualified and able to perform the available work. Employees who wish to exercise such replacement-bumping rights must deliver notice to the Employer in writing of such desire within two (2) working days of receipt of notice of layoff.

ARTICLE 13. - BIDDING

13.1. If a new job or permanent vacancy occurs in a job classification covered by this Agreement and the Employer determines to fill such opening, the open job description will be posted for a period of ten (10) calendar days (excluding holidays). The position shall be posted immediately after the Employer's determination to fill the position, and no temporary employees will be hired to fill the vacant job during the posting and selection period without the mutual consent of the Employer and the Union. Seniority employees who desire such open jobs may submit their bid for such job in writing within the ten (10) calendar day posting period.

The CMHA Human Resources Department shall maintain a notebook wherein any employee who is on layoff status, or who is or will be absent from work for the entire 10 calendar day posting period will be able to enter his or her name and mailing address (either personally or by telephone). Upon placement of the employee's name and address in such notebook, the Employer will mail copies of any job description postings that occur during the employee's

absence to the employee, at the address designated by the employee. The Human Resources Department shall note the date of mailing such postings to the employee in the notebook.

In the event that the Employer determines that two or more bidders are equally qualified, the Employer may (but is not obligated to) take affirmative action criteria into account as a qualifying factor where the position to be filled is one where women and/or minority employees are not adequately represented (i.e., where there are fewer women and/or minority employees than would reasonably be expected based upon their availability); provided that the foregoing shall not be construed to impose any liability on the Union. Otherwise, where the Employer determines that two or more bidders from the bargaining unit are equally qualified, seniority shall prevail. However, any vacancies may be filled by applicants who are not currently employed by the Employer, pursuant to the Employer's normal personnel procedures or the referral procedures of this Agreement, whichever shall be applicable. If the Employer determines that two applicants are equally qualified and capable for a bargaining unit position, preference will be given to an existing employee or an employee on layoff over an outside applicant.

The Employer shall determine which of the bidders, if any, is qualified for the position, using such testing or evaluation procedures as the Employer may choose to utilize. Such testing procedures shall be standardized and each applicant shall be tested under the same procedures and conditions as other applicants, and no test shall be made easier or more difficult for any applicant applying for the same position. Each applicant within the bargaining unit shall have the right to review their test upon the posting or announcement of the successful bidder.

When an employee's job bid is accepted, he will be given a probationary period not to exceed one hundred twenty (120) calendar days in which to demonstrate that he is capable of satisfactorily performing the new job duties. If during the probationary period the work of the successful bidder is not satisfactory, as solely determined by the Employer, or the employee desires to return to his former position, he shall be returned to the permanent job he held prior to the accepted bid, with accumulated seniority. During the successful bidder's probationary period, the Employer may (but is not required to) fill the bidder's vacant position, on a temporary basis, with an internal or external replacement, after posting and/or advertising for applicants, who may fill the position through the expiration of the probationary period or until the successful bidder returns to the vacated position, whichever is sooner. If the replacement for the successful bidder is an internal bargaining unit employee, the Employer is not required to post the replacement's vacant position and may fill the replacement's position with a temporary employee (internal or external, including a temporary employee from a temporary agency). If the successful bidder remains in the new position beyond the expiration of the probationary period, and if the Employer determines to fill the successful bidder's former position on a permanent basis, the position will be re-posted and/or re-advertised for bids and the position will be filled on a permanent basis. (If the bidder's former position had been filled in the interim on a temporary basis by a bargaining unit employee who is then not awarded the position on a permanent position, the replacement employee may return to their former position and the temporary employee will be dismissed; if the temporary replacement employee from the bargaining unit is awarded the successful bidder's former position on a permanent basis, the Employer may (a) decide not to fill the position held by the temporary employee, (b) retain the temporary in the

position, in which event the temporary employee shall become a regular employee, or (c) fill the position with other internal or external applicants.).

New employees shall not be permitted to bid for a posted position until after expiration of their probationary period, and employees who qualify for and accept a bid job shall not be permitted to bid again for a period of twelve months from the date that the employee started the bid job.

ARTICLE 14. - LEAVE OF ABSENCE

14.1. An employee may apply for a personal leave of absence for legitimate personal reasons, without pay, and for a period not in excess of thirty (30) days in a calendar year. Such leaves shall be granted at the Employer's discretion, and each request will be reviewed in light of the employee's length of service and the urgency of the reasons for the request. In order to be eligible for a personal leave of absence an employee must have accrued and available annual leave sufficient to cover the requested period of absence; provided, however, that the President/CEO may, in his discretion and in writing prior to the leave being taken, waive the requirement for accrued annual leave, if unforeseen and unknown circumstances cause the request for the leave.

14.2. Medical Leaves of Absence.

a. FMLA Leaves. The Family and Medical Leave Act (FMLA) is a federal law that generally provides for unpaid leaves of absences for up to twelve weeks, for eligible employees, for child care for a newborn or adopted child, care for a spouse, child or parent with a serious health condition, or for an employee's serious health condition that renders them incapable of performing their job. Employees should review the policy statement and FMLA material issued by CMHA and address any questions to the Human Resources Department.

b. Non-FMLA Leaves. The following guidelines apply to leaves of absences that are not covered by the FMLA or which are in excess of FMLA leave:

1. An employee may be granted a non-FMLA medical leave of absence without pay, at the discretion of CMHA, upon presentation satisfactory to CMHA of bona fide disability, illness or injury. If an application for such leave is not made in writing before three (3) days after the accident or knowledge of the reason for the absence, the absence shall be deemed to be a voluntary quit (unless it is shown that it was impossible for the employee to make such application).

The application for such a leave of absence must identify the illness involved, explain why the leave is necessary, and must estimate the anticipated length of the leave. A health care provider's certificate identifying the illness must be presented as soon as is reasonably practicable. The Employer may request that the employee be examined by a health care provider (as that term is defined in Section 825.118(a)(1) of the FMLA Regulations) of the Employer's

designation, at no cost to the employee, and failure to do so by the employee will result in the refusal to grant the leave of absence. (If the opinions of the employee's health care provider and CMHA's health care provider differ, the employee will be examined by a third, independent health care provider, selected by the two examining health care providers. The cost of the third examination shall be borne by CMHA, and the conclusions or opinion from the third examination shall be final and binding on the employee, the Union, and CMHA). Any employee on an approved medical leave of absence must return to work on the date that he or she is certified by a health care provider to return to work.

2. Employees must return to work from a medical leave when released to do so by a health care provider. Employees returning from a medical leave may be required by CMHA to submit an acceptable return to work authorization from their health care provider. Employees on an approved medical leave may use accrued and available annual and/or sick leave benefits during their absence. Health insurance coverage during a medical leave shall be as set forth in Section 16.5 of this Agreement. The maximum period of a medical leave of absence, including any FMLA leave, is as set forth in Section 10.5(g) and (h) of this Agreement. Unless otherwise required by state or federal law, including disability requirements, if an employee does not return to work when released or within the maximum period of a medical leave, whichever is earlier, the employee's employment will be terminated.

3. For employees who are on a leave of absence not covered by the FMLA, or that is in excess of that available under the FMLA, CMHA may hire a temporary or replacement employee during the leave of absence period, and there is therefore no guarantee or reinstatement to any particular position. Upon return from a non-FMLA medical leave, an employee shall be returned to the job classification held prior to the leave of absence, or to a different position at a base rate no lower than the one held immediately prior to the leave.

14.3 General Terms for Leaves of Absence.

a. Except as otherwise specifically provided in this Agreement, no wages or benefits shall accrue or be provided to employees on a leave of absence. During all leaves of absence seniority shall be accumulated during the period of absence.

b. When a request is made by an employee in advance, absences of less than one (1) week may be granted by the Employer without a formal leave of absence. Application for approval of absences must be made in advance of the day of absence whenever the absence can be foreseen.

c. Employees will be given leaves of absence automatically when the absence is necessary due to illness or injury determined by the Ohio Bureau of Workmen's Compensation to be occupational. Leaves of absence granted under this Paragraph shall be with accumulated seniority.

d. Any employee covered by the terms of this Agreement who leaves his employment in order to perform training or service in the Armed Services of the United States shall be granted a leave of absence to comply with the terms of existing Federal legislation. Leaves of absence granted under this Paragraph shall be with accumulated seniority.

e. The employment of any employee who gives a false reason for a leave of absence, or who engages in or seeks any other employment during such a leave, or who fails to report for work on the day following the expiration of an authorized leave of absence (unless such failure is excused by the Employer for good cause shown), shall be immediately terminated. Unless otherwise provided, seniority shall be retained but shall not accumulate during leaves of absence.

ARTICLE 15. - WAGES AND WORK STANDARDS

15.1. Wage rates during the term of this Agreement shall be paid in accordance with the wage schedule attached hereto and marked as Appendix A. It is agreed that the wages set forth in Appendix A are minimum wages, and the Employer shall have the right to grant wage increases, for such time periods as the Employer may choose, above such minimum levels.

15.2. In the event that an employee feels that their payroll check is in error and the matter is not rectified by the payroll department, the employee may file a grievance. Such a grievance must be filed within seven (7) working days after the allegedly erroneous pay date, and the grievance will thereafter be processed in accordance with the procedures set forth in Section 7.5.

15.3. When an employee is temporarily absent due to vacation, sickness, disability, leave of absence, or for any other reason, but is expected to return to work, and the Employer deems it necessary temporarily to assign another employee to fill the position or assume the duties of the absent employee, the Employer may make such temporary assignment. (It shall not be deemed a temporary transfer, however, where portions of an employee's normal job classification or duties are assigned to another employee who normally performs that work.)

Temporary transfers shall be permitted, in the discretion of the Employer, to cover the work for some or all of the time that an employee is on a leave of absence, or in other situations for a period not to exceed sixty (60) days. If the Employer determines that the skills, ability, and capacity to work effectively in the temporary situation presented are equal, seniority shall control in the assignment of temporary work (i.e., the temporary work will be offered to the most senior of such employees and, if not accepted, the most junior of such employees may be forced to perform the temporary assignment). In the event of a temporary transfer of an employee by the Employer to a new job classification position, the employee involved shall receive the wage rate applicable to the job classification(s) in which the employee actually performs the work, or the wage rate for his normal job classification, whichever is higher, for the respective time(s) that the work is performed.

ARTICLE 16. - INSURANCE AND RETIREMENT BENEFITS

16.1. **Life Insurance** – Commencing with the first premium due date after January 1, 2007, the Employer will increase the group term life insurance to the amount of Thirty Thousand Dollars (\$30,000.00), for all eligible full-time permanent employees covered by this Agreement.

16.2. **Medical Insurance** – Subject to the provisions of Section 16.5, below, the Employer will provide medical benefits (health) coverage through a third-party insurer, self-insurance, and/or other health care plans for all participating eligible full-time permanent employees, and eligible members of their families, covered by this Agreement. Eligibility of full-time permanent employees and dependents for coverage is as defined in the respective plan. CMHA will meet with the Union health insurance committee prior to any expiration of the health care insurance contract to review and discuss premium costs, benefits, and terms of prospective health care benefits. Health care coverage, terms, and/or benefits may be modified, altered, or discontinued by CMHA during the term of this Agreement, provided that (a) CMHA will meet with the Union health insurance committee prior to any such modification, alteration, or termination, and (b) the health care benefit provided to bargaining unit employees during the term of this Agreement shall be the same as the benefit provided to CMHA non-bargaining unit employees.

16.3. **Disability Insurance** – Commencing with the first premium due date after the effective date of this Agreement, and subject to the provisions of Section 16.5, below, full-time permanent employees covered by this Agreement will be given the option to participate in group disability insurance coverage issued by an insurer or through self-funding. Upon the election in writing of such option by the employee, the Employer will pay one-half and the employee will pay one-half of the total cost of the insurance coverage. Participation in the disability insurance plan shall be voluntary.

16.4. **Retirement Benefits** – All employees covered by this Agreement shall participate in the Public Employees Retirement System of the State of Ohio, to the extent and in the manner required by law and/or OPERS directives concerning Employer and employee contributions.

16.5. Provided that all other eligibility criteria are met, full-time permanent employees covered by this Agreement shall become eligible to participate in the life insurance and medical coverage set forth above on the first monthly premium or self-funded payment date after they begin employment. Employees who choose to participate in medical coverage hereunder shall designate such election in writing. Participation in the health benefit plan shall be voluntary. The Employer's obligation to provide the coverage or payments set forth above shall continue only during periods of active work by the employee, which shall include vacations and holidays, but excluding any other periods of absence such as strikes or work stoppages. The Employer's obligation to provide such coverage or payments (other than OPERS) shall continue during (a) the first thirty (30) days of a layoff and (b) the first twelve (12) cumulative weeks of any authorized leaves of absence in a calendar year, provided that the employee timely makes all required employee contributions. However, in the case of a leave of absence resulting from an injury to the employee which is an allowed workers compensation claim, and the employee elects COBRA continuation coverage at the end of the twelve week period, CMHA will pay or

reimburse the employee for the Employer's normal health insurance premium contribution for up to an additional fourteen (14) weeks of the leave (i.e., in such cases, the Employer's contribution, through normal coverage and COBRA reimbursement, may continue for a period of up to 26 cumulative weeks of leave). In addition to the foregoing, provided that the employee timely pays the employee premium contribution, the Employer will pay the Employer's normal health insurance premium contribution during a medical leave for the period of time that the employee is paid accrued annual or sick leave benefits after the applicable twelve or twenty-six week period set forth above.

Employees on an approved leave of absence (personal, medical, FMLA, etc.) shall be given COBRA continuation option rights after twelve (12) cumulative weeks of absence occur in a twelve-month period. Other than as set forth in the preceding paragraph, the Employer shall have no obligation for contribution toward such health coverage beyond such twelve (12) week period.

At the inception of this Agreement, CMHA provides or will provide health care benefits through either (a) a third party insurance traditional plan, and (b) a third party insurance high deductible plan. For the term of this Agreement, and so long as health care benefits are provided through these two plan mechanisms, the cost of the health care coverage shall be: (a) for employees participating in the third party traditional insurance plan, CMHA shall pay eighty percent (80%) of the monthly premium cost and the employee shall pay twenty percent (20%) of the monthly premium cost, and (b) for employees participating in the third party insurance high deductible plan, CMHA shall contribute ninety-five percent (95%) of the premium, and the employee shall contribute five percent (5%) of the premium. Employee contributions shall be paid by payroll deduction from each employee. The premium costs for single and family coverage shall be as determined by the third party insurer.

16.6. The Employer shall provide the above life, disability and health benefits on the terms and conditions set forth in the insurance policies. The insurance programs shall be administered by the insurer, and all matters of coverage, eligibility, payments, procedures, etc., shall be as defined in the insurance policy, as interpreted and applied by the insurer.

It is expressly understood that the Employer does not accept nor is it to be charged with hereby, any responsibility in any manner connected with the determination of an insurance company's liability to any employee claiming under any of the coverages afforded hereby. Any and all controversies which might arise between any employee and the insurance company under a policy shall be determined by the employee and the insurance company; and it is expressly agreed that the Employer's liability, in any and every event with respect to the benefits herein granted, shall be limited to the payment of the stated cost or premiums. This does not, however, preclude the Employer from rendering voluntary assistance to any employee with respect to making and filing claims or demands against the insurance company in the manner prescribed by the policy, but such action on the part of the Employer shall not create or enlarge any liability to the employee or in any manner change the Employer's sole obligation aforesaid.

Differences concerning the benefit plans, coverage and/or between the allowance of benefits shall be governed in accordance with the terms and provisions of the applicable

insurance policy under which such differences arise, and shall not be made the subject of the grievance procedure.

16.7. The Union shall designate a committee (of no more than three members), in writing to the Employer, to the liaison between the Union and the Employer regarding the health insurance. The representative shall meet with the Employer’s designated representative with regard to specific questions that may arise in the administration of the insurance policy. In addition, such representative may, if (and to the extent) requested by a bargaining unit employee, participate in the resolution of any issues regarding an individual employee’s coverage or benefits.

ARTICLE 17. - ANNUAL LEAVE

17.1. Permanent full-time employees who have been employed for thirteen (13) full pay periods from their most recent date of hire shall be eligible for annual leave. Temporary, part-time, casual and probationary employees are not eligible for annual leave; except that in the event that such an employee is reclassified in a permanent full-time position after thirteen (13) full pay periods of employment, annual leave shall be computed from his most recent anniversary date of hire.

17.2. Eligible employees who have accrued annual leave credit for pay periods worked prior to when their annual leave is taken shall be granted annual leave with pay in accordance with the employee’s length of employment. Annual leave will be accrued on a pay period basis, according to the following schedule:

| | Total Months of Employment | | Annual Leave Accrued |
|--|-----------------------------------|--|--|
| | 1 mo. to 60 mos. | | 3.7 hours per pay period worked (max. 12 days per year) |
| | 61 mos. to 120 mos. | | 5.6 hours per pay period worked (max. 18 days per year) |
| | 121 mos. to 180 mos. | | 7.0 hours per pay period worked (max. 22 days per year) |
| | 181 mos. to 240 mos. | | 7.4 hours per pay period worked (max. 24 days per year) |
| | 241 mos. and over | | 8.0 hours per pay period worked (max. 26 days per year) |

For purposes of computing annual leave with pay, “employment” is defined as uninterrupted employment since the most recent date of hire while retained on CMHA payroll records. Periods such as layoff, leave of absence, or other time when the employee retains seniority shall be credited as “employment” toward annual leave entitlement under the foregoing schedule.

17.3. As set forth above and as subject to this Article, annual leave with pay shall be accrued by eligible employees on a pay period basis, beginning with the first pay period of employment (except that no annual leave may be taken or paid until after thirteen (13) full pay periods). In order to accrue annual leave credit for any given pay period, an employee must actually work at least 48 hours during the pay period. Hours during which an employee is absent, but which are charged and paid as either annual leave or holiday pay, shall be counted as hours "actually worked" for purposes of annual leave accrual.

An employee must accrue at least six (6) days of annual leave before annual leave or annual leave pay may be taken or paid.

17.4. Any employee who leaves the employment of CMHA, for any reason, without accruing forty-eight (48) hours of annual leave is not eligible for annual leave or annual leave pay. All other employees who leave the employment of CMHA shall be paid all accrued annual leave remaining to the employee's credit, up to the maximum annual leave accrued but not taken from the previous calendar year and that accrued in the current year, as of the last full pay period prior to the employee's separation; provided that no annual leave benefits shall be paid to any employees who leave the Employer's employment without giving at least two (2) weeks' prior notice.

Payment of accrued and accumulated annual leave, in the amount available to the employee under this Section, shall be made at the time of separation from employment. Accumulated annual leave shall be calculated at the employee's rate of pay at the time the annual leave is taken.

17.5. With the exception of any buy-out of annual leave, as provided in Section 17.10, below, annual leave with pay, up to the maximum of that which could be accrued in the prospective calendar year, may be accumulated and carried into that next calendar year. (For example, an employee with 24 months of employment may carry up to 12 days of annual leave into the next calendar year.) Any accumulated leave with pay in excess of the amount of annual leave that can be accrued during the respective calendar year (12 months) period shall be void and forfeited as of the close of business on December 31 of each calendar year.

17.6. Annual leave pay allowance for eligible employees for one day shall be equivalent to eight (8) hours at the employee's base wage rate, with no overtime or premium pay, at the time the leave begins. Except in the case of a buy-out of annual leave, as provided below, annual leave pay will not be paid unless leave time is actually taken, or upon termination of employment. The Employer may require that employees avail themselves of annual leave time off.

Eligible employees may utilize accrued and unpaid annual leave during periods of layoff, but not during strikes or any other periods when the employee otherwise would not have been actively working. Holidays occurring during an employee's annual leave period shall not be charged or counted as annual leave.

17.7. All annual leave time off must be approved at least one (1) week in advance by the Employer. The Employer will endeavor to allot annual leave time in accordance with the date(s) requested by the employees, provided that the Employer shall have the sole right to make final decisions concerning annual leave time off in order to assure orderly operation of business. The number of employees permitted to be absent on annual leave during any one time period will be determined at the discretion of the Employer.

17.8. To be eligible for annual leave and/or annual leave pay, all eligibility requirements must be met. Employees who fail to report or work, in full, the last scheduled workday before and the first scheduled workday after a scheduled annual leave shall not be paid (by wages, annual or sick leave, or otherwise) for the missed workdays, except in cases where the absence on the last or first scheduled workday was caused by an emergency or upon presentation of a physician's statement justifying the absence. Any such physician's statement must be submitted to the Human Resources Department no later than the last workday of the pay period in which the absence occurred. Employees will be permitted to avail themselves of annual leave only in increments of at least two (2) hours.

17.9. Provided that employees have accrued annual leave available, employees may take up to four (4) days annual leave per year on a personal basis. Such personal leave shall be compensable as annual leave and may be taken only on the basis of increments of at least four (4) hours. An employee using such leave shall notify the Human Resources Department no later than their normal starting time; unless it is impossible for the employee to provide such notice, in which case the employee shall give such notice as soon as possible. Such notification must be provided each day that an employee will be absent; provided that in the circumstance where an employee knows that he or she will be absent for an extended period time, the employee may advise the Human Resources Department of the approximate date of expected return to work.

Abuse of the foregoing personal leave provision may result in disciplinary action. Personal leave shall not be taken or available on workdays immediately before or after the employee's holidays, leave of absence, or annual leave time. Personal leave shall also not be taken or available after an employee's use of sick leave; however, personal leave may be utilized immediately before an employee's use of sick leave if the employee presents an acceptable physician's report attesting to the illness on the day of the sick leave.

17.10. Eligible employees (as set forth below) may request, on an annual basis, that the Employer pay the employee for unused and accrued annual leave. In such cases, the employee shall be paid for the requested annual leave, without taking annual leave time away from work, at the pay rate that annual leave would otherwise have been paid to the employee during the year in question. In order to be eligible for such annual leave payment, all of the following conditions must be met:

- (1) The employee must have at least five (5) years of continuous service since the last date of hire, and must be earning at least 5.6 hours of annual leave per pay period at the time of the payment request; and

(2) The employee must have taken, during the current annual leave year, at least ten (10) working days of annual leave (i.e., paid annual leave time off work), prior to the time of the payment request. For purposes of the foregoing, the “annual leave year” shall be from the mid-November pay period of the preceding year to the mid-November pay period of the current year; and

(3) The employee must, after payment and deduction of the requested annual leave, have no less than forty (40) hours of accrued annual leave to be carried over into the next annual leave period.

Employees requesting annual leave payment in lieu of annual leave time off work shall complete a form prepared by the Employer for such purpose. Upon verification of eligibility and the amount of payment, the Employer will make payment to the employee (if possible, on the mid-December payroll), and the employee’s accrued annual leave shall be reduced by the equivalent number of hours represented by the annual leave payment. Employees who request and are paid an annual leave payment shall not be entitled to annual leave time off work for the hours for which payment has been made.

ARTICLE 18. – HOLIDAYS

18.1. Regular full-time employees not on strike, leave of absence or layoff shall receive the following paid holidays at their basic straight-time rate of pay multiplied by the number of hours the employee would normally have worked on such days:

| | |
|---------------------------|----------------------------|
| New Year’s Day | Thanksgiving Day |
| Martin L. King’s Birthday | Day after Thanksgiving |
| President’s Day | Christmas Floating Holiday |
| Memorial Day | (as established by the |
| Fourth of July | President/CEO) |
| Labor Day | Christmas Day |
| Columbus Day | |

In addition, a floating holiday (religious or otherwise) of the employee’s choice will be provided. Employees must inform the Employer in writing of the day of their choice at least two (2) full weeks prior to the date requested. The floating holiday will, insofar as possible, be granted for the day requested by the employee. In the event of a conflict, employees will have preference as to their choice of a floating holiday based upon seniority. Employees shall not be entitled to a floating holiday until they have been employed for a period of seven (7) full pay periods.

18.2. To be eligible for the above described holiday pay, an employee must meet all of the following requirements:

(a) The employee must be a full-time employee on the date the holiday occurs; and

- (b) The employee must have worked in full the employee's regularly scheduled straight-time work day prior to and the employee's regularly scheduled straight-time work day subsequent to the holiday, except that the employee will be deemed to have worked such days if the employee was ill and presents an approved doctor's certificate, which must be submitted to the Human Resources Department no later than the last workday of the pay period in which the illness occurred, or if the employee has requested and been granted in advance leave to be absent on the day in question; and
- (c) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

18.3. A holiday will not be considered as a vacation day. If a holiday falls within an employee's scheduled vacation period, the employee shall be entitled to extend his scheduled vacation period by such holiday(s) and shall receive normal holiday pay.

18.4. If any of the holidays set forth above occur on a weekend and, pursuant to Federal law, are to be celebrated on a weekday, the President/CEO shall inform the employees which weekday will be observed as the holiday.

18.5. Employees required to work on any of the holidays listed above (except those whose job description normally includes work on holidays) will receive time and one-half their regular rate of pay for all hours worked, in addition to their normal holiday pay. An employee who is scheduled to work on any holiday and does not work said day shall receive no pay for such holiday.

ARTICLE 19. - ABSENCES AND SICK LEAVE

19.1. Permanent full-time employees who have been employed for seven (7) full pay periods from their most recent date of hire shall be eligible to sick leave benefits, as set forth below; no other employees covered by this Agreement shall be entitled to sick leave benefits.

19.2. Sick leave benefits shall be accrued by eligible employees on a pay period basis, beginning with the first pay period of employment. However, no sick leave may be taken or paid until after the employee has completed seven (7) full pay periods of employment. Sick leave with pay shall be accrued on the basis of 3.7 hours per pay period. In order to have sick leave accrue in any given pay period, the employee must actually work at least forty-eight (48) hours in the pay period. Hours during which an employee is absent, but which are charged and paid as either annual leave or holiday pay, shall be counted as hours "actually worked" for purposes of sick leave eligibility. All other paid time which is not actually worked by the employee shall not be counted as time worked for sick leave purposes. Employees may use and avail themselves of only sick leave that is accrued and available to the employee prior to the pay period in which the absence due to sickness occurs. Employees will be permitted to avail themselves of sick leave only in increments of at least one (1) hour.

19.3. Accrued sick leave may be accumulated within a calendar year, to be used for extended sickness or to bridge the period prior to receipt of disability insurance payments. Sick leave may be accumulated only during periods of active employment, and will not accumulate during periods of lay-off, leave of absence, or any other period where the employee does not work. No employee may accumulate or carry into a new calendar year a balance in excess of 720 total hours of accrued sick leave. Any sick leave balance in excess of 720 hours shall be void as of the close of business on December 31 of each calendar year.

19.4. To be eligible for sick leave payments, the employee must notify the Employer of the employee's absence in advance of the absence. Except for FMLA absences, a written statement or certification from the employee's health care provider will be required where an employee is absent for three (3) successive days due to illness or three (3) separate occurrences of absence for illness in any work week. For absences due to illness where the employee is absent less than three work days, CMHA may request written verification from a health care provider of the reason for absence. Sick leave taken for false reasons or for trivial illness (where the employee is able to perform normal work duties), or falsification of written statements or health care provider's certification, shall be sufficient grounds for discipline or discharge.

19.5. Accrued sick leave with pay may be used for the following reasons:

- (a) Sickness or injury of the employee.
- (b) Sickness or injury of a member of the employee's immediate family (as defined in Article 21, Bereavement Pay), where the family member resides in the same household as the employee.
- (c) Doctor or Dentist appointment (employees are expected to report for work before and/or after routine doctor or dentist appointments).
- (d) Funeral leave.

19.6. Accumulated sick leave may only be used for the reasons outlined in this Section. No employee shall be entitled to or paid for any unused accumulated and/or accrued sick leave, at the time of termination of employment or at any other time thereafter.

19.7. The following absences from work are authorized: (a) approved and paid annual leave, (b) approved and paid sick days, (c) approved personal, medical, FMLA, or military leave, (d) holidays (where the employee is not scheduled to work), (e) paid jury duty, (f) disciplinary suspensions, (g) absences required for court proceedings or to comply with a lawful subpoena (whether paid or unpaid), and (h) bereavement leave. Any other absences from work shall be unauthorized. It does not matter that an employee may have accrued and/or unused annual or sick leave available at the time of an absence; in order to constitute an authorized absence, the employee must timely request and must meet all eligibility requirements (e.g., notice, approval, required certification, acceptable reason, etc.) for the use of sick or annual leave at the time of the absence in question. Absences that are not eligible for and approved as sick or annual leave shall not be considered authorized absences, even if the employee otherwise has accrued annual or

sick leave available for use. In the event of an unauthorized absence, the employee may be discharged.

In the event of a second unauthorized absence occurring within six (6) months of the first unauthorized absence, the employee will be suspended without pay for three (3) working days. In the event of a third unauthorized absence occurring within six (6) months of the first unauthorized absence, the employee's employment will be terminated. An absence is unauthorized under this section if the absence amounts to two (2) or more hours in a day. An employee whose employment is terminated under this section shall be given the opportunity, if requested, to explain the reasons for their absences to the Chief Operating Officer. The Chief Operating Officer may uphold the termination or may modify it according to his or her discretion. The decision of the Chief Operating Officer shall be final and not grievable.

Employees are not allowed to use annual leave for the first thirteen (13) pay periods or sick leave for the first seven (7) pay periods of their employment; therefore, an employee who would be terminated under this section, and who is in the first seven (7) or thirteen (13) pay periods of their employment, respectively, shall be given an opportunity, if requested, to explain the reasons for their absences to the Chief Operating Officer. The Chief Operating Officer may uphold the termination or modify it according to his or her discretion. The decision of the Chief Operating Officer shall be final and not grievable.

19.8. An employee who will be absent from work for any reason must notify the Human Resources Department before the time that the employee is scheduled to report for work. Any employee who reports or returns for work late, for any reason, must notify the Human Resources Department as soon as possible, but no later than one (1) hour after the time the employee was scheduled to report for work or return to work. Any employee who leaves work during the workday, for any reason, must notify his or her supervisor prior to the time that the employee leaves work. Such notification must be provided each day that an employee will be absent, late or leave early; provided that in the circumstance where an employee knows that the employee will be absent for an extended period of time, the employee may advise the Human Resources Department of the approximate date of expected return to work and thereafter periodically report his continued absence, no less than once per week, for the duration of the extended absence.

No employee may be paid, by sick leave, annual leave or otherwise, for time not worked where the employee fails to provide the required timely notice of absence or late reporting. If an employee is absent for three (3) consecutive work days without notification, the employee's employment will be terminated. The fact that notice is provided does not negate the requirement that absences or tardiness result from an excused reason. Chronic absenteeism or tardiness, excluding excused absences, may result in disciplinary action, including discharge.

Upon any absence from work due to medical reasons, the Employer may require verification from the employee's physician that the employee is able and released to resume the employee's normal work duties, before the employee returns to work.

19.9. Inappropriate use of sick leave will result in disciplinary action, including discharge. For purposes of the foregoing:

- a) Unauthorized use of sick leave
 - 1. Failure to notify Human Resources of medical absence;
 - 2. Failure to provide physician's verification;
 - 3. Fraudulent use of sick leave or physician verification.

Upon unauthorized use or abuse of sick leave, CMHA will effect corrective action, consisting of notice and suspension before discharge.

- b) Pattern abuse
 - 1. Consistent periods of sick leave usage (for example, but not exclusively):
 - a. Before and/or after holidays;
 - b. Before and/or after weekends or regular days off;
 - c. After pay days;
 - d. A pattern of excessive tardiness or leaving work early.

If an employee abuses sick leave in a pattern, as in the examples noted above (but not limited to those listed), CMHA may reasonably suspect pattern abuse. If it is suspected, the employee's supervisor will notify the employee in writing, with a copy to Human Resources and a Union Steward, that pattern abuse is suspected, and will invite the employee to explain, rebut, or refute the pattern abuse claim.

ARTICLE 20. - JURY DUTY PAY

20.1. Any employee who is called to and reports for jury duty shall be paid by the Company for each day spent in performing jury duty, if the employee otherwise would have been scheduled to work and does not work, an amount equal to the employee's regular straight time hourly rate (exclusive of premiums) for the number of hours up to 8 that he otherwise would have been scheduled to work. The Employer's obligation to pay an employee for performance of jury duty under this section is limited to a maximum of 20 days in any calendar year or jury duty summons. In order to receive payment under this section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence (e.g., a copy of the jury log, which must be attached to the employee's time sheet) that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 21. - BEREAVEMENT

21.1. In the event of the death of the employee's (a) natural mother, (b) natural father, (c) natural children, (d) natural siblings, (e) current spouse of an employee, (f) employee's own step-mother or step-father, (g) natural grandparents, (h) natural parents of spouse, or (i) step-children, the employee, upon written request, will be granted a leave of absence for up to five (5) days. An employee may apply any accumulated and unused sick leave and/or annual leave, up to a maximum of five (5) days, to receive payment for such leave. An employee taking bereavement pay for the funeral of the relatives listed above will receive two (2) days of such leave with pay. Employees who are on vacation, days off, off sick, leave of absence, layoff, or other non-working days during such five-day period shall not be entitled to benefits under this paragraph. Upon request by the employee, and if in the opinion of the Employer special extenuating circumstances exist as justification, the Employer in its discretion may extend a leave under this Section by two (2) additional days. Where any leave is so extended, the employee shall be permitted to apply unused annual leave or sick leave, in order to receive payment for the additional days. Hours paid under this paragraph shall not be counted as hours worked for any other purpose under this Agreement.

ARTICLE 22. - DISCIPLINE AND DISCHARGE

22.1. The Employer retains the right to maintain discipline among its employees. However, should the Employer find it necessary to discharge or to give disciplinary layoff to an employee, the Union shop steward shall be notified and given an opportunity to privately discuss the matter with the employee before the employee leaves the premises, if requested by the employee. Notice shall be given, as soon as reasonably practicable, to a Union Steward when an employee is discharged or disciplined and the employee is directed to leave the premises.

22.2. The Employer shall have the right to enforce work rules spelling out expected employee conduct. Written grievances protesting disciplinary action must be filed at least within seven (7) days after the action was taken. Failure to abide by this time limit shall be construed as a waiver, both by the Union and the employee involved of any protest of the action.

22.3. The Employer may, in its discretion, suspend an employee who is charged with a felony, until such time that the employee has been acquitted. An employee whom the Employer intends to discharge may be placed, at the Employer's discretion, on indefinite suspension with intent to discharge. At the request of the Union, the Employer will schedule a pre-termination meeting to discuss the proposed discharge. An employee so suspended by reason of felony charges who is found innocent of all charges by the jury at the trial court, or whose discharge after suspension with intent to discharge is reversed in the grievance procedure, and who was otherwise available to work during the period of his suspension, shall be reinstated with back pay for the time he otherwise would have worked during the suspension.

In all cases, the Employer may mitigate or suspend the penalty of discharge, as it alone deems appropriate, even after the penalty has been incurred and imposed.

ARTICLE 23. - MISCELLANEOUS

23.1. The Employer shall provide suitable and exclusive bulletin board space for the posting of Union elections, results thereof, Union recreational and social affairs, appointments and meetings. All such notices must be approved by the Employer before being posted. No advertising or political propoganda shall be posted by employees or the Union. The Union and the employees agree that all signs, notices, documents or literature of any sort pertaining to Union matters shall be confined to posting on said bulletin board, provided that said bulletin board space is provided by the Employer.

23.2. The Employer may specify the color and/or style of clothing to be provided and worn by employees at work. If after the date of this Agreement the Employer provides any clothing articles for employees to wear while on the job, all such clothing shall remain the property of the Employer and shall be worn only while the employee is in the scope of his employment. Employees shall be responsible for timely cleaning or laundering of such clothing, if necessary, and for the replacement cost of lost or negligently damaged clothing. Upon the termination of employment, for any reason, all clothing furnished to the employee shall be returned to the Employer prior to payment of final paycheck.

23.3. The Employer may require an employee to submit to a complete physical or medical examination, including drug testing, the cost of which shall be borne by the Employer, where the Employer has reasonable grounds to suspect an employee of usage or being under the influence of illegal drugs or narcotics. Each medically examined employee shall be provided with a copy of the physical or medical report. In the event that the Employer decides to adopt a drug-testing plan or policy, the Employer shall provide a copy of the plan or policy to the Union and, if requested, shall meet with the Union to discuss the plan or policy prior to its implementation. In cases of loss of property through suspected pilferage or theft, or as pre-employment testing, the Employer or the employee may request that the employee to submit to a lie detector or voice detector test, which test shall be administered by qualified personnel, and the cost of which test shall be borne solely by the party requesting the test. (An employee or the Employer may refuse the voice or lie detector test, in which event the employee shall not be disciplined due to such refusal, although the fact of the refusal by either party shall be admissible in any subsequent contest of any disciplinary action.)

23.4. Pursuant to the requirements of law, personnel files shall be kept confidential and private and shall be maintained by the Employer unless such right to privacy is waived by the institution of a grievance, claim or lawsuit. Employees may obtain a copy of any information in their personnel files after signing a release of information form and upon payment of reproduction costs. Employees shall be afforded the opportunity to reply, in writing, to material placed in their personnel file, provided that any failure of reply or opportunity to reply shall not otherwise affect the validity or use of material in the personnel file. Employees shall be able to add any certificates of achievement to their personnel files pertaining to their job classification, future advancement considerations, and betterment of CMHA.

23.5. Whenever the Employer determines it is appropriate to create a new job classification or description in the bargaining unit, or to restructure or redefine existing job classifications or descriptions, it shall notify the Union of such and furnish a job description of the duties and the assigned compensation for such job description or classification. The Employer shall notify the Union steward, in writing, upon the establishment of a new job classification and its assigned wage rate. The union shall thereafter have ten (10) working days to notify the Employer in writing of any objection to the job description or wage rate; otherwise they shall stand as approved. If the description or wage rate is objectionable, the Union shall list and describe in detail the basis for objection in the notice given to the Employer. If the objection is not resolved within five (5) working days thereafter, the job description or wage rate may be the subject of a grievance under the grievance procedure set forth in Article VII of this Agreement; provided that any such grievance must be filed within ten (10) working days after the date of the submission of the written objection by the Union in order to be timely and to receive consideration.

23.6. All terms or provisions of the CMHA Personnel Policy which are not in conflict with the express terms of this Agreement shall be fully applicable to employees covered by this Agreement.

23.7. If any provisions of this Agreement, or its application, shall be rendered or declared invalid, unlawful or unenforceable, by court action or by any existing or subsequently enacted governmental statute, regulation or directive, then such provision shall not be applicable, performed or enforced, but all remaining portions of the Agreement shall remain in full force and effect.

23.8. Absent agreement by the Union, temporary employees shall not be hired or engaged in order to temporarily fill a vacant position, except as set forth below and in Sections 9.2, 10.5 and 13.1 of this Agreement. In addition, absent agreement by the Union, temporary employees shall not be hired or engaged to perform additional "catch up" work that is short-term, normal work of bargaining unit employees that is required in order to catch up on delinquent workloads (e.g., short-term extra work to bring tenant files or applications current, short-term work to turn a small number of vacant units, etc.). (If such additional short-term catch up work is assigned to be performed outside normal working hours, it will be assigned as overtime to bargaining unit employees. In that event, and notwithstanding any other provision of this Agreement, overtime work will be mandatory and employees will be disciplined, up to and including discharge, for not working assigned overtime.)

Temporary employees, either direct hires or through a temporary agency, may be hired or engaged by CMHA (a) to fill a vacant entry-level position while CMHA seeks a replacement, and (b) to replace an employee who is on a leave of absence, for the length of time of the leave of absence. Where a temporary employee is hired or engaged to replace an employee who is on leave of absence and the employee on leave of absence notifies CMHA that they will not return to work, or the employee on leave otherwise loses his or her seniority, the temporary employee may be hired by CMHA as a regular employee, in the job classification deemed most appropriate by CMHA.

In addition, temporary employees may also be hired or engaged, either as direct hires or through a temporary agency, to work on special projects. Where a temporary employee works on a special project, the temporary employee shall become a regular CMHA employee after they have worked a cumulative amount of 200 working days on the special project. Upon becoming a regular CMHA employee, such employee shall be treated as a new hire (e.g., for purposes of benefit eligibility and accrual, etc.). Temporary employees shall not be entitled to pay or other benefits (insurance, annual leave, holiday, etc.) set forth in this Agreement. Temporary employees that are hired by CMHA and who are on CMHA's payroll (as opposed to being an employee of a temporary agency or other employer) shall be required to comply with Section 4.1 of this Agreement within thirty days of their date of hire as a temporary employee.

In the event that a temporary employee is engaged, the Employer shall give a written notice to the temporary employee and to the Union stating (a) the temporary employee's status, and (b) the reason for the temporary employment. Temporary employees shall not be covered by the terms of this Agreement, nor shall they be entitled to any rights or benefits, other than as provided in this Section.

23.9. In the event that an employee becomes unable to perform all of his or her normal job duties because of a mental or physical disability or limitation, the Employer may create an "interim assignment" or restricted job function commensurate with the employee's limitations. The Employer shall specify in writing to the Union the outline of the employee's job duties and the wage rate proposed for the interim assignment or restricted job function, which wage rate may then be discussed and/or adjusted, if necessary, under the provisions and procedures set forth in Section 23.6 of this Agreement. In such interim assignment or restricted job function assignments, the seniority provisions of this Agreement shall not be applicable, and the assignment shall not be continued or otherwise available in the event that the disabled employee is no longer working in such capacity.

23.10. Employees formerly classified as Painters or Carpenters will be reclassified as Maintenance Technician-Painter Specialist or Maintenance Technician-Carpenter Specialist, respectively, effective not earlier than July 31, 2007. It is anticipated that those employees will normally be assigned work within their skill areas (i.e., painting or carpentry work) when such work exists and needs to be performed. However, this expectation is not a guarantee or limitation on work assigned to any employees in the Maintenance Technician classification; existing Maintenance Technician employees may be asked to perform painting or carpentry work, as CMHA determines appropriate, and those employees classified as Maintenance Technician-Painter or Carpenter Specialists will be expected to perform any Maintenance Technician work that CMHA determines, in its discretion, may need to be performed from time to time.

23.11. The male gender is used in this Agreement as a means of convenience. Whenever the male gender appears in this Agreement, it shall be deemed to include the female gender.

23.12. Whenever notice is to be given to the Union or the Employer under the terms of this Agreement it shall be sent by Certified Mail, Return Receipt Requested, and shall be effective upon receipt. Notices sent to the Union shall be sent to Maintenance & Allied Employees Local

Union #711, c/o 132 Dorchester Square Lane, Suite 101, Westerville, Ohio 43081. Notices sent to the Employer shall be sent to President/CEO, 880 East Eleventh Avenue, Columbus, Ohio 43211. Notices to employee Union representatives may be delivered to the President, Vice-President, or Business Agent. With respect to any notices to be given to employees, the Employer is entitled to rely on and utilize the last address shown in the Employer's personnel records for any such employee, and it shall be the obligation of the employee to have the personnel records reflect the employee's current address for notice purposes.

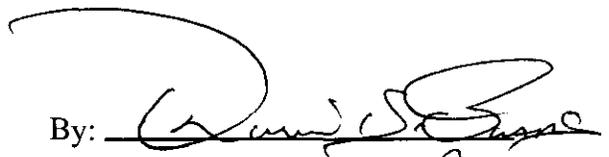
23.13. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all subjects have been discussed and negotiated upon, and the provisions of this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically covered or referred to in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 24. - TERMINATION

24.1. This Agreement shall remain in full force and effect until September 30, 2014, Midnight, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to the aforesaid termination date. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least forty-five (45) days prior to the expiration date of the Agreement, meetings to consider such changes shall be held between the parties. In the event the parties do not reach an agreement by the expiration date herein set forth, then this Agreement shall, in all respects and for all purposes whatsoever, be determined void and terminated. The parties hereto, by written agreement, may extend said Agreement for the purpose of reaching a new agreement.

Signed effective the 1st day of October, 2010.

MAINTENANCE & ALLIED
EMPLOYEES LOCAL UNION #711

By: 
Title: Business Manager

COLUMBUS METROPOLITAN
HOUSING AUTHORITY

By: 
Title: President/CEO

APPENDIX A

§1. The job classifications shall be as follows:

a. Administration

1. Accountants
2. Junior Accountants
3. AP Clerk
4. AR Clerk
5. Purchasing Agent
6. Purchasing Clerk
7. Warehouse Worker
8. Mail Clerk

b. Public Housing

1. Electrician
2. Locksmith
3. HVAC Specialist
4. Equipment Operator
5. Plumber
6. Vehicle Equip. Mechanic
7. Custodian
8. Occup/Cert. Specialists
9. Occupancy Technicians

c. Maintenance Technician

1. Maintenance Technicians (includes former Carpenters, Painters, & Laborers)
2. Maintenance Technician-Painter Specialist
3. Maintenance Technician-Carpenter Specialist

d. Housing Choice Voucher

1. Housing Advisor I
2. Housing Advisor II
3. Housing Advisor III
4. Client Services Receptionist
5. S8 Inspector

§2. Annual Increases

a. All bargaining unit employees shall receive the following increases to their base salary during the term of this Agreement:

| Effective 12/31/10 | Effective 12/30/11 | Effective 12/28/12 | Effective 12/27/13 |
|---------------------------|---------------------------|---------------------------|---------------------------|
| 2.75% | 2.75% | 2.75% | 2.75% |

New or rehired Maintenance Technician employees, or employees bumping or bidding into the Maintenance Technician job classification, shall be classified as Maintenance Technicians and shall be paid the Maintenance Technician job rate.

b. CMHA shall have the right to hire new employees at whatever base salary it deems appropriate (depending upon years of experience, competitive factors, etc., as CMHA shall so determine). Thereafter, the employee shall receive normal contractual increases from such starting position.

Memorandum of Understanding

WHEREAS, a small number of CMHA employees work under contract with the Assisted Housing Services Corporation ("AHSC"), providing services with respect to HUD's project-based Section 8 program; and

WHEREAS, CMHA and the Union recognize and acknowledge that the project-based contract in which AHSC participates is unique, incentive and goal-oriented, and that unsatisfactory performance by CMHA employees could jeopardize CMHA's participation in the program and the state-wide contract and incentive. The parties further recognize and acknowledge that the employees that work with AHSC function under different programs and supervision, have different terms and conditions of employment, and have a community of interests that are different from the remainder of the bargaining unit employees.

THEREFORE, it is agreed as follows:

1. The employees who work with AHSC shall remain in the bargaining unit for the term of the 2010-2014 agreement.
2. During the term of the 2010-2014 bargaining agreement, the employees who work with AHSC shall be paid a base wage of no less than that of the Administrative Employees, as set forth in the bargaining agreement. CMHA may also develop and institute a supplemental incentive pay plan applicable to the AHSC employees.
3. The grievance and arbitration procedures set forth in the bargaining unit shall not apply to instances or issues of discharge or termination of the employment of employees who work with AHSC, and such employees shall serve at the will of CMHA.
4. In all other respects, the terms of the 2010-2014 bargaining agreement shall apply in full force to the employees who work with AHSC.

Agreed, this 12 day of August, 2010.

Columbus Metropolitan Housing Authority

By: *Shelene M. Henderson*

Its: *COO*

Maintenance & Allied Employees Local

Union #711

By: *[Signature]*

Its: *Business Manager*

MEMORANDUM OF UNDERSTANDING

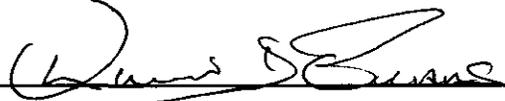
Section 7.10 of the collective bargaining agreement provides for calculation of back pay awards. The union and CMHA discussed the topic of existing part-time work outside normal CMHA work hours and have agreed as follows.

This Memorandum applies only in the circumstance where an employee has and is working a part-time job, for another employer and outside his or her scheduled work hours for CMHA, at the time of the termination of his or her employment at CMHA. If, after termination of employment at CMHA, the employee reschedules the previous part-time work hours so that they are then performed during the employee's previous CMHA work hours, the employee's part-time compensation, up to the extent of the part-time hours normally worked prior to termination, will not be deducted from or offset against a back pay award. Pay for additional hours at the part-time job, or hours worked elsewhere, will be deducted from any back pay award. For example, if (a) an employee held a part-time job and worked about 2 hours a night, from 7:00 p.m. to 9:00 p.m., Monday through Friday, prior to termination at CMHA, and (b) the employee's normal work hours at CMHA were 8:00 a.m. to 5:30 p.m., Monday through Friday, and (c) after termination from employment at CMHA the employee rescheduled and expanded his or her part-time work to 4 hours a day, 9:00 a.m. to 1:00 p.m., Monday through Friday, then (d) the 2 hours of part-time work previously performed during the evening would not be deducted from a back pay award, and the additional 2 hours of work (not previously worked prior to termination) would be deducted from a back pay award.

Dated:

9-20-10

Approved and Agreed:


For the Union


For CMHA

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