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04/05/2013

AN AGREEMENT

BETWEEN

CUYAHOGA METROPOLITAN HOUSING AUTHORITY

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

RADIO COMMUNICATIONS PERSONNEL

DISPATCHERS

EFFECTIVE: JANUARY 1, 2013

EXPIRES: DECEMBER 31, 2015

PREAMBLE

ARTICLE 1

Section 1. This agreement is hereby entered into by and between the Cuyahoga Metropolitan Housing Authority, hereinafter referred to as the "CMHA" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA."

PURPOSE AND INTENT

ARTICLE 2

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

RECOGNITION

ARTICLE 3

Section 1. The CMHA agrees that it has and will continue to recognize the OPBA as an exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all Radio Communication Personnel in the CMHA Police Department. The CMHA and the OPBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said employees.

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

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

Dispatchers

Excluding specifically, the Chief of Police, Deputy Chiefs, Lieutenants, Sergeants, Corporals, Investigators, Police Officers, sworn and unsworn, all part-time seasonal and temporary employees, professionals as defined in Sec. 4117 Ohio Revised Code and all other full-time and part-time employees.

DUES DEDUCTION

ARTICLE 4

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

No new authorization forms will be required from any employees in the Police Department for whom the CMHA is currently deducting dues.

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

Section 3. The CMHA shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA hereby agrees to hold the CMHA harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the CMHA for any such liabilities or damages that may arise.

AGENCY SHOP

ARTICLE 5

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

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

MANAGEMENT RIGHTS

ARTICLE 6

Section 1. Except as specifically limited in the contract, all rights are reserved to and remain vested in CMHA, including, but not limited to, the sole right to:

A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the CMHA standards of service, its overall budget, utilization of technology and organizational structure.

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

C. Maintain and improve the efficiency and effectiveness of CMHA operations.

D. Determine the overall methods, processes, means, or personnel by which CMHA operations are to be conducted.

E. Suspend, discipline, demote or discharge for just cause, or lay-off, transfer, assign, schedule, promote or retain employees.

F. Determine the adequacy of the work force.

G. Determine the overall mission of the CMHA.

H. Determine the duties to be included in all job classifications and the standards of quality and performance to be maintained.

I. Promulgate and enforce work rules, CMHA orders, policies and procedures.

J. Require employees to use or refrain from using specified uniforms or other tools of duty.

K. Determine hours of work and work schedules.

L. The CMHA shall have the right to privatize or subcontract services, except as expressly limited herein by specific provision.

M. Effectively and efficiently manage the work force and to utilize personnel in the manner determined by the CMHA to be most effective and efficient.

N. Take reasonable actions to carry out the mission of the public employer as a governmental unit.

Section 2. Notwithstanding Chapter 4117.08 of the Ohio Revised Code, the CMHA is not required to bargain on any subjects – including, but not limited to, those enumerated above –

reserved to and retained by the CMHA under this Article except when such subjects are already addressed within this contract.

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

EMPLOYEE RIGHTS

ARTICLE 7

Section 1. An employee may request an opportunity to review his personnel or departmental file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

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

Section 3. Before an employee may be disciplined for his refusing to answer a question or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of disciplinary action. An employee has the right to the presence of an OPBA Representative at all disciplinary interrogation. The unavailability of an OPBA Representative shall not delay the interrogation.

Section 4. If CMHA has reason to suspect that an employee has engaged in misconduct, the employee will be informed of the general nature of any investigation of himself prior to any questioning of the subject employee. An OPBA Representative will be present during any questioning. The unavailability of an OPBA Representative shall not delay the interrogation.

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

Section 6. All complaints by civilians, which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. CMHA will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

GENERAL

ARTICLE 8

Section 1. Employees shall operate under the direction and control of the Chief of Police and the other supervisory employees of the Police Department. An employee's primary responsibility is to serve and protect the CMHA residents and CMHA property through satisfying the immediate information needs of the CMHA.

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

DISCIPLINE

ARTICLE 9

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

Section 2. An employee who is charged with a violation of Departmental Policy shall be notified of such charges, and the reason for such charges by written notice.

Charges shall be preferred and presented to the employee within forty-five (45) business days from the date of the incident or the date CMHA becomes aware of the incident.

For charges concerning sexual harassment, drug/alcohol abuse or workplace violence, charges shall be preferred and presented to the employee within ninety (90) business days from the date of the incident or the date CMHA becomes aware of the incident.

For charges concerning criminal matters, when criminal charges are filed against an employee, charges shall be preferred and presented to the employee within forty-five (45) business days following disposition of the criminal case.

An investigation shall precede all charges preferred herein.

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

ASSOCIATION REPRESENTATION

ARTICLE 10

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

Section 2. Members of the Negotiating Committee (not to exceed 3) shall be allowed reasonable time off without loss of pay to participate in collective bargaining meetings with the CMHA if held during a member's regular working hours.

Section 3. A representative of the Union shall have access to the Dispatch Center to discuss Union business with members of the bargaining unit, provided that it shall have no adverse impact on the day to day operations of the Dispatch Center. The Union representative shall first notify the Officer in Charge of his or her presence.

GRIEVANCE PROCEDURE

ARTICLE 11

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

Section 2. For the purpose of this procedure, the below listed terms are defined as follows:

a. Grievance – A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

b. Grievant – The "grievant" shall be defined as any employee, group or employees within the bargaining unit or the OPBA.

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

d. Business Days – A "Business Day" as used in this procedure, and elsewhere in the contract, shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

a. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement at issue, those involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.

b. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.

c. If a grievance affects a group of employees working in different locations, with different principals or associated with an employer-wide controversy, it may be submitted at Step 3.

d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be binding upon the grievant and shall, in all respects, be final. Said adjustment shall not create a precedent or ruling binding upon the CMHA in future proceedings.

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

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

g. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the CMHA fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

h. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. All grievances shall be administered in accordance with the following steps to the grievance procedure.

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

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

Step 3: If the grievance is not resolved at the conclusion of Step 2, a written appeal of the decision may be filed with the Director of Human Resources, or his designee, within ten (10) business days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Director of Human Resources, or his designee, shall convene a hearing within ten (10) business days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Director of Human Resources, or his designee, shall issue a written decision to the employee and his OPBA representative within fifteen (15) business days from the date of the hearing.

Step 4: If the grievance is not resolved at the conclusion of Step 3, the grievant may proceed to arbitration pursuant to the Arbitration Procedure contained in Article 12.

ARBITRATION PROCEDURE

ARTICLE 12

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within twenty (20) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this twenty (20) day period, the grievant shall notify the Federal Mediation and Conciliation Service (FMCS) of its intent to submit the grievance to arbitration and request a panel of arbitrators. The arbitrator shall be selected pursuant to FMCS rules and regulations. The parties agree that it will

request a panel of local arbitrators from FMCS. Each party shall have the right to reject one (1) list. The parties will utilize an alternate strike procedure and the OPBA will strike first..

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. An employee requested to appear at the arbitration hearings, by either party, shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed four (4) employees.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

NON DISCRIMINATION

ARTICLE 13

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

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

GENDER AND PLURAL

ARTICLE 14

Section 1. Whenever the context so requires the use of words in singular they shall be construed to include the plural, and the words in the plural, be construed to include the singular. The words whether in the masculine, feminine or neuter genders shall be construed to include all said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

OBLIGATION TO NEGOTIATE

ARTICLE 15

Section 1. The CMHA and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, including the right to initiate the ADR procedure attached hereto as Appendix "A" and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the CMHA and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

CONFORMITY TO LAW

ARTICLE 16

Section 1. This agreement shall supersede any present, future State or Local Laws, along with any applicable Rules and Regulations. The invalidity of any provisions of this Agreement, by reason of any such existing or future law, rule or regulation, shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect, as if such invalid portion thereof had not been included herein.

SENIORITY

ARTICLE 17

Section 1. Seniority is defined as length of service from an employee's entry into the bargaining unit covered by this Agreement only.

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

Dispatchers

Section 3. New employees or rehired employees within the bargaining unit shall be considered as probationary employees for one (1) year. Probationary employees shall have a divisional evaluation within the probationary period, and may be laid off, discharged or otherwise terminated at the sole discretion of CMHA, and such action shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 4. Employees having the least seniority shall be laid off first within the affected classification.

Section 5. Recalls shall be made in the reverse order of layoff.

Section 6. Seniority shall be broken (or terminated) when an employee:

a) quits or resigns;
b) is discharged for just cause;
c) is laid off for a period of more than twenty-four (24) consecutive months if the employee has less than five (5) years of seniority; is laid off for a period of more than thirty-six (36) consecutive months if the employee has five (5) years or more of seniority;
d) is absent without leave for three (3) or more work days, unless proper excuse for the absence is shown;
e) is absent without leave for three (3) or more work days, and fails to give notice of the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee; or
f) fails to report for work when recalled from layoff within ten (10) working days from the date on which CMHA sends the employee notice by certified mail (to the employee's last known address as shown on CMHA's records).

Section 7. Upon written request by the Union, CMHA Human Resources Department shall provide a list of bargaining unit employees, including the rate of pay, classification, Social Security Number and date of seniority, once yearly.

DUTY HOURS

ARTICLE 18

Section 1. The basic work week for all Dispatchers, both uniform and non-uniform shall be forty (40) hours in a one (1) week period with the start of the work week beginning on Saturday and the end of the work week concluding on Friday. CMHA retains the unilateral right to change starting times/shifts on a temporary basis to meet short-term operational needs (e.g., thirty (30) days or less). CMHA shall notify the Dispatchers and the Union of temporary changes as soon as possible. If CMHA exercises its right to change starting times/shifts on a regular basis (non-temporary), CMHA will provide bargaining unit employees with not less than ten (10) calendar days notice. Employees may select their preferred starting times/shifts not later than five (5) calendar days before the effective date of the change. Preferences will be awarded on the basis of seniority as a CMHA Dispatcher. This provision shall not apply when filling vacancies.

Section 2. The V-Class schedule currently in effect for Sworn Police Officers will be applicable to Radio Communications Personnel/Dispatchers for calendar years 2013, 2014 and 2015, subject to change upon operational necessity to provide effective police and related services.

Section 3. When a new position is added, or when a present position becomes available due to termination, retirement, etc., the present employees may bid for the shift based upon their seniority as a CMHA Dispatcher.

Section 4. It is the current intention of CMHA to continue its current practice regarding annual bids.

OVERTIME PAY AND COURT TIME

ARTICLE 19

Section 1. All employees, for work performed in excess of eight (8) hours in one day or forty (40) hours in one week, when approved by of or scheduled by the Immediate Supervisor and the employee is in a full pay status for the subject week, shall be compensated at the employee's election, either at: a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime; or b) compensatory time computed at the same rate to be taken in the future as approved. Compensatory time must be used within the year it is earned. Once, yearly, an employee shall elect to receive compensatory time or pay under this section.

Section 2. Scheduled overtime shall be distributed equally among employees in accordance with seniority as a CMHA Dispatcher. Should an inadequate number of employees on a particular shift indicate a desire to work overtime, then CMHA shall schedule such overtime using inverse seniority. A record of overtime shall be kept by the Chief of Police or his designee for purposes of checking the equal distribution of overtime. This record shall be made available to the appropriate OPBA representative upon request. Overtime work offered an employee and refused by him shall be considered as time worked for purposes of calculating the equality of distribution. Where an inequity appears, then an employee who failed to receive his/her equal share of overtime shall be granted a preference in the assignment of overtime until the inequity has been remedied. Once scheduled and assigned to work overtime, an employee failing to report as assigned shall be subject to disciplinary action in accordance with Divisional policy.

Section 3. The compensatory time options contained in this Article shall be offered only to the extent consistent with the Fair Labor Standards Act.

Section 4. Whenever approved by the Immediate Supervisor, employees called in to work or appearing in court on behalf of the CMHA, for a time period of less than four (4) hours when the employee is not on duty, shall be compensated not less than four (4) hours subject to the election of the method in which compensation is to be received as set forth within Section 1 of this Article.

Section 5. Employees shall receive eight (8) hours of training as determined by CMHA each calendar year. If the training site is outside the limits of the City of Cleveland, CMHA shall provide such transportation to and from the site.

SUB CONTRACTING

ARTICLE 20

Section 1. CMHA recognizes and acknowledges the interest of the OPBA in preserving job opportunities and job security for its members. However, CMHA reserves the ability and right to subcontract the work or services of the kind, nature or type covered by or presently performed or hereafter assigned to the collective bargaining unit where CMHA is unable to recruit sufficient candidates to meet operational needs and/or to meet emergency needs. CMHA agrees to notify the OPBA at least ten (10) days prior to; commencing the subcontracted work for the purpose of discussing the effect of the decision and attempt to work out an equitable solution to the problem. If a mutual agreement is not reached within the ten (10) day period, CMHA will commence the subcontracted work while continuing discussions with the OPBA. CMHA agrees that it will not transfer, lease, assign, convey or subcontract bargaining unit work to such an extent that it would replace the bargaining unit with subcontracted services.

HOLIDAYS

ARTICLE 21

Section 1. All full-time employees shall receive the following paid holidays:

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

Section 2. An employee scheduled to work a holiday by the Chief or his designee shall have the option of electing to either take the time off with pay or work the day and be paid for the holiday at one and one-half (1½) the straight time rate of pay. In the event the employee works the holiday, the employee shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate in accordance with Article 19 and shall receive eight (8) hours compensatory time in addition.

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

VACATION

ARTICLE 22

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

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

Section 2. Length of service for purposes of the above schedule shall be determined as of December 31 of the year in which the vacation is taken, and earned vacations shall be awarded in January of each year except that probationary employees shall be awarded their vacation on the employee's anniversary date in accordance with the above schedule, and thereafter in January of each year. Further, to receive vacation the employee must be employed by CMHA at that time.

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

Section 4. An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

Section 5. An employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time.

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

Section 7. Employees joining this bargaining unit from within the CMHA will maintain their seniority for the purpose of the number of vacation weeks earned. However, the seniority as far as who gets a given week off goes to seniority within the bargaining unit.

SICK LEAVE

ARTICLE 23

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

Section 2. All full-time employees shall earn sick leave at the rate of 4.62 hours per pay period provided, however, that an employee shall not earn sick leave for any pay period where he is in a "without pay" status.

Section 3. An employee who is to be absent on sick leave, shall notify his supervisor of such absence and the reason thereof at least one (1) hour before the start of his work shift each day he is to be absent, unless due to an extended injury or illness as verified by a medical doctor's excuse.

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

Section 5. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief or his designee.

Section 6. The Chief or his designee may require an employee who has been absent due to personal illness or injury, prior to his return to duty, to be examined by a physician designated and paid for by the CMHA, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 7. When the issue of sick leave is due to illness or injury to the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law, and grandparents.

Section 8. An employee who transfers from this department to another department of the CMHA shall be allowed to transfer his accumulated sick leave to the new department.

Section 9. Upon the retirement of a full-time employee with ten (10) or more years of continuous service with CMHA, such employee shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement at the rate of one (1) days pay for each two (2) of accumulated unused sick days earned by the employee as certified by the Finance Director.

Section 10. Two times a year, the CMHA will provide in writing, at the employee's request, a statement of sick time, vacation time and compensatory time.

Section 11. Any employee off sick three (3) or more consecutive days may be required to provide proof of illness.

SICK LEAVE BONUS

ARTICLE 24

Section 1. An employee using forty (40) hours or less of available sick time per year shall receive as a bonus sixteen (16) hours of pay at the end of the year.

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

Section 2. Any member of the bargaining unit shall be permitted to donate any amount of accumulated sick time and/or compensatory time to the account of any other member of the bargaining unit. The donation of accumulated sick time and/or compensatory time shall only be made to other members of this bargaining unit who are on an approved sick leave of absence while in a "without pay" status.

PERSONAL LEAVE

ARTICLE 25

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

Section 2. Personal days shall only be taken with the advance approval of the Chief of Police or his designee. Approval or denial of same shall be made by the Chief of Police or his designee at least forty-eight (48) hours prior to the requested personal day.

Section 3. Lunch period: All employees will be permitted to take 30 minutes for lunch period. Lunch period may be interrupted in case of emergency to meet operational necessities. Lunch shall be taken on site.

FUNERAL LEAVE

ARTICLE 26

Section 1. An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) for each death in his immediate family, as defined in Article 23. If the funeral is out of state, five (5) days should be granted.

INJURY LEAVE

ARTICLE 27

Section 1. When an employee is injured and is unable to return to regular duty, the CMHA agrees to use its best efforts to provide "light duty" as prescribed by the employee's physician. Light duty will be provided, if available, and at the discretion of the Chief or his designee.

Section 2. In the event the employee suffers any major injury such as: a gunshot wound, stab wound or major broken bone in the course of active duty with CMHA, which requires substantial recuperation time or time off work, he shall be entitled to line of duty injury leave.

Section 3. Line of duty injury leave shall consist of paid leave time. To qualify for this leave, the employee must file and be eligible for Workers' Compensation benefits. Said employee shall receive injury leave from the time of the injury until the employee begins receiving Workers' Compensation payments. Upon receiving Workers' Compensation payments the injury leave shall cease. Any injury leave payments made to the employee after the effective date of the Workers' Compensation payments will be promptly returned to CMHA. An employee will not be entitled to injury leave payments if the Industrial Commission of Ohio denies his application for Workers' Compensation benefits.

Section 4. CMHA shall have the right at any time during this period to request medical verification of the employee's injury from the employee's doctor. In addition, CMHA shall have the right, at CMHA's expense, to require that the employee be examined by a doctor of CMHA's choosing for medical verification of the injury.

JURY DUTY LEAVE

ARTICLE 28

Section 1. Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

FAMILY AND MEDICAL LEAVE

ARTICLE 29

Section 1. Maternity leave of absence shall be granted to a pregnant employee unable to perform the substantial and material duties of her position for a period not to exceed six (6) months. Maternity leave shall be charged to an employee's available sick leave, vacation leave, personal leave and available compensatory time or said leave shall be without pay.

Section 2. Five (5) days of paternity leave of absence shall be granted upon request of an employee within ten (10) days following the birth of his child. Paternity leave shall be charged against the employee's available sick, vacation or compensatory leave credits. If the employee does not have sick, vacation or compensatory leave credits available, he shall not be paid for the leave.

Section 3. CMHA has an Agency wide policy of following the Family Medical Leave Act, and will allow FMLA leave for members of the bargaining unit. The employee must take accrued paid leave, e.g., sick, vacation or personal leave in conjunction with any family and medical leave

MILITARY LEAVE

ARTICLE 30

Section 1. Military leave with pay shall be granted to an employee upon proper certification by the Commanding Officer as provided for by Section 5923.05 of the Ohio Revised Code or a period not to exceed thirty-one (31) days in any one calendar year.

COMPENSATION

ARTICLE 31

WAGES:

	2013	2014	2015
Hiring Rate	$11.92	$12.16	$12.40
After 1 year	$14.12	$14.40	$14.69
After 2 years	$14.78	$15.08	$15.38
After 3 years	$15.77	$16.08	$16.41
After 4 years	$16.44	$16.77	$17.10
After 5 years	$19.24	$19.24	$19.24

Hourly rates shall become effective on the employee's anniversary date of hire as a Dispatcher for those employees with 60 months (hiring rate through after 4 years) or less of service.

Dispatchers who are on the step schedule (hiring rate through after 4 years) will hold their hourly rate of pay until their anniversary date of hire as a Dispatcher in the next contract year.

Dispatchers Completing the Wage Step Schedule During the Term of this Agreement

During year 2013, upon completion of one (1) year at the last step in the above step schedule, the employee will receive a three percent (3.0%) wage increase on his/her current hourly rate on the employee's anniversary date of hire as a Dispatcher.

During year 2014, upon completion of one (1) year at the last step in the above step schedule, the employee will receive a two percent (2.0%) wage increase on his/her current hourly rate on the employee's anniversary date of hire as a Dispatcher.

During year 2015, upon completion of one (1) year at the last step in the above step schedule, the employee will receive a two percent (2.0%) wage increase on his/her current hourly rate on the employee's anniversary date of hire as a Dispatcher.

Dispatchers Who Have Completed the Wage Step Schedule

An employee at the top of the above step schedule for at least one (1) year as of December 31, 2012, will receive a three percent (3.0%) wage increase on his/her current hourly rate in 2013.

An employee at the top of the above step schedule for at least one (1) year as of December 31, 2013, will receive a two percent (2.0%) wage increase on his/her current hourly rate in 2014.

An employee at the top of the above step schedule for at least one (1) year as of December 31, 2014, will receive a two percent (2.0%) wage increase on his/her current hourly rate in 2015.

All wage adjustments for those employees with 61 months (after 5 years) or more of service as a Dispatcher will become effective on the Saturday of the first complete pay period immediately following January 1 of each contract year.

SHIFT DIFFERENTIAL

ARTICLE 32

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

EDUCATIONAL ASSISTANCE

ARTICLE 33

Section 1. All full-time employees who have completed a minimum of one (1) calendar year of employment with CMHA may participate in CMHA's tuition reimbursement program. The course work is limited to accredited colleges, universities, and approved correspondence courses. Further, the classes must have some relationship to career opportunities available within CMHA.

UNIFORM ALLOWANCE

ARTICLE 34

Section 1. Newly hired employees shall receive the following uniform issuance upon completion of their first six (6) full months of service:

4 long sleeve shirts	2 ties
4 short sleeve shirts	2 commander's v-neck sweaters
4 pairs trousers or	1 winter coat-blauer

4 skirts or a combination not to exceed four (4) garments.

Additional approved uniform items or changes in the uniform, other than what is currently worn as part of the uniform, shall be purchased by CMHA.

Section 2. Effective immediately, all non-probationary employees shall receive an annual uniform allowance in the amount of six hundred dollars ($600.00). This amount shall be paid on March 1st of each year.

Section 3. Additional approved uniform items shall be purchased by the employee, upon order of the Chief of Police. Said additional items will be purchased from the employee's uniform allowance in the manner described above. The cost to purchase said additional items ordered to be purchased by the Chief of Police shall not exceed one hundred dollars ($100.00) in any year. Employees shall be given at least sixty (60) days notice prior to being required to make any purchase.

INSURANCE

ARTICLE 35

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

Section 2. Premiums for insurance coverage under this Article shall continue to be paid for a period of time not to exceed six (6) months while the employee is on an approved leave of absence, in a paid status. The obligation then becomes that of the employee to pay any further premiums in full for continued insurance coverage.

Section 3. Effective January 1, 2013, the Employer shall have the right to change the design of the health care plan and change providers, including the right to choose a single provider. Effective January 1, 2013, employees shall pay ten percent (10%) of their monthly health insurance premiums. Effective January 1, 2014, employees shall pay twelve percent (12%) of their monthly health insurance premiums.

Within sixty (60) calendar days following ratification of this Agreement, an equal number of representatives from the Employer and the unions representing its various bargaining units shall form a health care committee that has as its objective reduced health care costs and/or cost containment. The Health Care Committee (HCC) shall be an advisory body to the Chief Executive Officer of CMHA. The HCC shall meet on a schedule determined by the parties, and it shall make timely consensus recommendations to the Chief Executive Officer of CMHA prior to annual health care decision making by CMHA.

Section 4. CMHA will provide and pay the full premium for all full-time employees for Convertible Group Term Life Insurance in the amount of $20,000.

JOB CHANGE

ARTICLE 36

Section 1. Should the CMHA change any of the present jobs being performed by a member of the bargaining unit CMHA will discuss the effects of such change with the OPBA.

MISCELLANEOUS

ARTICLE 37

Section 1. In any instance where the CMHA sends an employee for a medical examination, the CMHA shall pay the cost of the examination and shall pay the employee for the time extended for taking such examination.

Section 2. CMHA agrees to provide a legal defense and relieve an employee from liability for claims arising out of the scope of his/her employment per Administrative Order.

Section 3. Employees shall be permitted to maintain a residence anywhere within sixty (60) miles of Police headquarters. Employees presently residing further can maintain their present residence without consequence.

Section 4. The OPBA will be allowed one (1) locked bulletin board for official OPBA notices. The Chief of Police shall have a key to the bulletin board. However, the Chief will not remove anything from the bulletin board without first discussing it with the OPBA or their representative.

LAYOFFS

ARTICLE 38

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

Section 2. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority in class (last hired, first laid off).

Section 3. A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of twenty-four (24) months if the employee has less than five (5) years of seniority; and thirty-six (36) months if the employee has five (5) years or more of seniority. However, the employee will be held responsible for the updating of the Basic Training Certificate at their expense.

Section 4. A recall from lay off will be based upon departmental seniority (last laid off, first recalled).

Section 5. Before any full-time employee may be laid off, all part-time employees will be laid off.

RETENTION OF BENEFITS

ARTICLE 39

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

SAVINGS CLAUSE

ARTICLE 40

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such an event, the CMHA and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

LONGEVITY

ARTICLE 41

Section 1. Dispatchers shall be entitled to longevity payments according to the following schedule upon completion of the years listed:

YEARS	PAYMENT
5	$500
10	$950
15	$1700
20	$2200
25	$2700

Section 2. Effective January 1, 2013, longevity payments shall be paid in the second pay in November.

DRUG/ALCOHOL TESTING

ARTICLE 42

It is the policy of CMHA that abuse of drugs or alcohol, or the illegal use of drugs or alcohol will not be tolerated in the work place. Drugs and alcohol pose a significant threat to public safety

and to the welfare of CMHA residents and employees. Therefore, drug/alcohol testing will be conducted during pre-employment, annual physicals, for reasonable suspicion and randomly.

All drug and alcohol screening tests will be conducted by medical laboratories licensed by the State of Ohio. The screening tests will be given to employees to detect the illegal use of a controlled substance as defined in the Ohio Revised Code, the use of alcohol or the abuse of legally prescribed drugs.

Employees who test positive for using alcohol or illegal drugs or abusing legally prescribed drugs will be subject to immediate dismissal. Refusal to submit to a drug or alcohol test, or adulteration of, or switching a urine or other sample, will also be grounds for immediate dismissal. Participation in any alcohol or substance abuse rehabilitation program will not preclude disciplinary action against employees for any law or rule violation even though such law or rule violation may have been connected in part with alcohol or drug abuse, and/or even if the rehabilitation program is voluntarily undertaken.

Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program connected with CMHA's employee assistance program. Employees who seek such assistance can consult directly with the Director of Human Resources or his designee. Discipline will not result to an employee who voluntarily discloses a drug/alcohol dependency and who agrees to participate in a rehabilitation program, before any of the following triggering events:

1) The employee is asked to submit to a drug/alcohol test.
2) Pursuant to agency policy, the employee is required to submit to a drug/alcohol test.
3) The employee has violated any laws or rules of CHMA or of the police department involving the use of alcohol or illegal drugs, or the abuse of legally prescribed drugs.

Notwithstanding the above exceptions to discipline, if at any time while on duty an employee tests positive for alcohol or illegal drugs, or if such employee tests positive for abusing legally prescribed drugs, the employee will be subject to immediate dismissal.

NO STRIKE

ARTICLE 43

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

In addition, the OPBA shall cooperate at all times with CMHA in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the OPBA shall immediately notify all employees that the strike, slowdown, work stoppage or other concerted interference with or the withholding

of services from CMHA is prohibited, not sanctioned by the OPBA and order all employees to return to work immediately.

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

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

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

DURATION OF AGREEMENT

ARTICLE 44

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the CMHA and the OPBA and except as otherwise noted herein shall become effective January 1, 2013, upon ratification and shall remain in full force and effect until December 31, 2015. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2015, notice of such desire shall be given prior to November 1, 2015. If such notice is given, this Agreement shall remain in effect until the parties reach an agreement on a new contract.

EXECUTION

ARTICLE 45

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2013.

FOR THE OPBA

FOR THE CMHA

APPENDIX A

ALTERNATE DISPUTE RESOLUTION PROCEDURE

Section 1. All statutes, rules and regulations concerning negotiations and fact-finding shall be followed according to Chapter 4117 of the Revised Code.

If either party rejects the fact-finder's decision, all issues and disputes shall be submitted to final offer settlement proceedings (conciliation) pursuant to the provisions of R.C. 4114 (G), (H), (I) and all other applicable statutes, rules and regulations concerning final offer settlement proceedings (conciliation).

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

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