

STATE EMPLOYMENT
RELATIONS BOARD

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AN AGREEMENT

BETWEEN

CUYAHOGA METROPOLITAN HOUSING AUTHORITY

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

SERGEANTS, LIEUTENANTS, COMMANDERS,
SAFETY OFFICERS AND RCC SUPERVISORS

EFFECTIVE: JANUARY 1, 2013

EXPIRES: DECEMBER 31, 2015

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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 Employer 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 Employer'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 OPBA is recognized as the sole and exclusive representative for supervisory police officers in the following classifications for the purposes of establishing wages, hours and other conditions of employment:

- a. Sergeant
- b. Lieutenant
- c. Commander
- d. The current Radio Communications Supervisor as of January 1, 2013. Future employees in this position shall be excluded from the bargaining unit.
- e. The current Safety Officer as of January 1, 2013. Future employees in this position shall be excluded from the bargaining unit.

Section 2. The above shall constitute the OPBA's bargaining unit for the term of this contract and CMHA will not recognize any other Union or Association of members as the representative for any police officers within the above classifications and holding the above ranks.

The Commanders of Police represented by the OPBA serve at the pleasure of the Chief of Police and their removal from the position of Commander of Police is governed exclusively by CMHA Personnel Policies and Procedures Manual, (formerly Administrative Order 11), and

such removal from office shall not be subject to the Grievance Procedure as set forth herein. Should an employee occupying the classification of Commander through internal selection be removed from said classification for any non-disciplinary reason, the employee shall be demoted to his or her former C.M.H.A. classification and rank held immediately prior to attaining said rank of Commander.

Section 3. The Commanders of Police represented by the OPBA shall be salaried and shall not be entitled to any overtime or straight time payments for work in excess of eight (8) hours per day or forty (40) hours per week notwithstanding the overtime provisions contained herein.

DUES DEDUCTION

ARTICLE 4

Section 1. During the term of this Agreement, the CMHA shall deduct initiation fees, assessment 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 Employer 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 Employer for any such liabilities or damages that may arise.

AGENCY SHOP

ARTICLE 5

All members of the bargaining unit, as identified in Article III 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 IV of this Agreement, entitled "Dues Deduction."

MANAGEMENT RIGHTS

ARTICLE 6

Section 1. Except as specifically limited herein, 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 includes, but is not limited to, areas of discretion of policy such as the functions and programs of the CMHA standard of services, 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.

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 Ohio 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). Training actions taken as part of a disciplinary action will not be maintained in the employee's personnel file.

Section 3. Before an employee may be disciplined for his/her refusing to answer a question or participate in an investigation, he/she shall be advised that his/her refusal to answer such questions or participate in such investigations 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 may 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. If in the course of an internal affairs investigation, the Chief of Police determines that a polygraph examination, Voice

Stress Analysis, or analysis from a similar device is necessary, the employee under investigation shall submit to the same upon the order of the Chief.

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

Section 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 whom fall under the Law Enforcement chain of command. An employee's primary responsibility is the protection of the CMHA residents and CMHA property.

Section 2. Employees shall perform generally the duties associated with the protection of CMHA residents and CMHA property.

DISCIPLINE

ARTICLE 9

Section 1. Disciplinary action taken by the Employer 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 one (1) OPBA representative one (1) 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 representative. A request to leave a normal work assignment will not be unreasonably withheld by the representative's immediate supervisor. An employee representative (not to exceed three (3)) 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.

GRIEVANCE PROCEDURE

ARTICLE 11

Section 1. Every employee shall have the right to present his grievance in accordance with the procedure provided herein, free from any interference, coercion, restraint, discrimination or reprisal and, except at Step 1, shall have the right to be represented by a director of his own choosing 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 or group of 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 throughout this Agreement shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

- a. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement 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 the said grievance, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.
- b. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c. If a grievance affects a group of employees working in different locations, with different principals or associated with an employer-wide controversy, it may be submitted at Step 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 adjustments shall not create a precedent or ruling binding upon the CMHA in future proceedings.
- e. The grievant may choose a director 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 in writing within five (5) business days of the occurrence of the facts or circumstances giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) business days of the written notice, at which time the issue in dispute will be discussed with the objective of resolving the matter informally. A written decision will be given by the supervisor within five (5) business days of the informal meeting.

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

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Director of Human Resources, or his designee, within ten (10) business days from the date of the 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 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. If the grievant is not satisfied with the written decision 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) business days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this twenty (20) business day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 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 neither gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

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 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 or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

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 date of hire and/or promotion to current rank with CMHA Police Department.

Section 2. New employees or rehired employees within the bargaining unit shall be considered as probationary employees for the first year following promotion, after which their seniority shall date back to their dates of hire or rehire. Probationary employees shall have a divisional evaluation within the probationary period, and may be demoted at the sole discretion of CMHA, and such action shall not be subject to the grievance or arbitration of this Agreement. Probationary Sergeants may be demoted subject to the availability of sworn Patrol Officer positions.

Section 3. Employees having the least seniority within a given rank shall be laid off first within the affected classification.

Section 4. Recalls will be made in the reverse order of layoff.

Section 5. Seniority shall be broken (or terminated) when an employee: a) quits or resigns; b) is discharged for just cause; c) is laid off or on a leave of absence (including a disability leave of absence, unless the disability was incurred "in the line of duty") for a period of more than twenty-four (24) consecutive months if the employee has less than five (5) years of seniority; is laid off or on a leave of absence (including a disability leave of absence, unless the disability was incurred "in the line of duty") for a period of more than thirty-six (36) consecutive months if the employee has five (5) years or more of seniority; d) is absent without leave for three (3) or more work days, unless proper excuse for the absence is shown; e) is absent without leave for three (3) or more work days, and fails to give notice of the reasons for such absence unless the failure to give notice was beyond the reasonable control of the employee; 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 6. Upon written request by the Union, CMHA Human Resources Department shall provide a list of bargaining unit employees, including the rate of pay, classification, and date of seniority, once yearly.

DUTY HOURS

ARTICLE 18

Section 1. CMHA's basic work weeks consist of eighty (80) hours in a two-week period. The work schedule may only be changed twice a year, with thirty (30) days notice.

Section 2. 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 Supervisor.

Section 3. Civilian employees will be administered in accordance with the FLSA in terms of hours worked, weekly report schedules and overtime.

OVERTIME PAY AND COURT TIME

ARTICLE 19

Section 1. All employees, for work performed in excess of forty (40) hours in the basic work week, as defined in Article 18, when approved of or scheduled by the Immediate Supervisor, shall be compensated at the employee's election, either at: a) the hourly rate of one and one-half (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. For purposes of the above, work performed shall include all hours for which an employee is compensated, whether or not such hours are actually physically worked with the sole exception of sick leave (Article 23). Compensatory Time must be used within the year it is earned. Once, yearly, an employee shall elect to receive compensatory time or pay under this section.

Section 2. Scheduled overtime shall be distributed equally among employees in accordance with seniority. Should an inadequate number of employees on a particular shift indicate a desire to work overtime, then CMHA shall schedule such overtime using inverse seniority. A record of overtime shall be kept by the Chief of Police, 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 Departmental policy.

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

Section 4. Whenever approved by the Immediate Supervisor, employees called in to work or appearing in court on behalf of 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. Range Time: All employees, when required by the CMHA, will attend range for target practice or annual qualifications and shall be paid for four (4) hours at either straight pay or in compensatory time, at their selection, if required to attend while off duty.

Section 6. Mandatory training shall be compensated at straight time for actual time worked or as overtime in accordance with Section 1 of this Article if the same is overtime.

SUB CONTRACTING

ARTICLE 20

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 no bargaining unit employees in the affected classification are in a lay off status, or 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) business 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) business 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	

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

Section 2. Employees shall have the option of requesting to either take the time off with pay or work the day and be paid for the holiday at one and one-half (1-1/2) times his straight time rate of pay, and shall notify the Chief or his Designee at least three (3) business days in advance of his request. 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 holidays, 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 vacations in accordance with the following schedule:

<u>**Length of Service with CMHA</u>	<u>Weeks</u>
After one (1) year	Two (2)
After eight (8) years	Three (3)
After twelve (12) years	Four (4)
After twenty-two (22) years	Five (5)

** Length of service includes time employed by a political subdivision in the State of Ohio (Not including State time).

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 vacation shall be awarded in January of each year except that probationary employees shall be awarded their vacation on the employee's anniversary date in accordance with the above schedule, and thereafter in January of each year. Further, to receive vacation the employee must be employed by CMHA at that time.

Section 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 be paid such vacation time at the rate of one (1) days pay for one (1) day of vacation time. Vacation accumulations in excess of 240 hours on December 31 of any year shall be paid out in lieu of time off.

Section 6. Employees joining this bargaining unit from within the CMHA will maintain their seniority for the purpose of the number of vacation weeks earned. However, scheduling for the purpose of vacation leave shall be governed by seniority within the given rank.

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 therefore at least one (1) hour before the start of his work shift each day he is to be absent, unless due to an extended injury or illness as verified by a medical doctor's excuse.

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

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

Section 6. The Chief or his designee may require an employee who has been absent due to personal illness or injury, prior to 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 retirement accumulated sick time will be paid at a rate of 1 days pay for 2 days of sick time.

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 for three or more consecutive days will be required to provide proof of illness.

Section 12. An employee who is eligible and placed on Ohio PERS disability or who is determined by OPOTA to have a break in service shall be required to renew Ohio Peace Officer training Council qualifications, at the employee's expense, prior to returning to active duty.

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 this bargaining unit or other OPBA bargaining units within the CMHA P.D. The donation of accumulated sick time and/or compensatory time shall only be made to other members of OPBA bargaining units who are on 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.

Section 2. A request for personal leave shall be made to the Chief of Police or his designee at least five (5) days prior to the requested personal day. Approval or denial of same shall be made by the Chief of Police or his designee at least forty-eight (48) hours prior to the requested personal day. Personal days shall only be taken with the advance approval of the Chief of Police or his designee.

Section 3. Lunch period: All employees will be permitted to take 25 minutes for lunch period. Lunch period may be interrupted only in case of emergency to meet operational necessities.

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) work days for each death in his immediate family, as defined in Article 23. If the funeral is out of state, five (5) work days shall be granted.

INJURY LEAVE

ARTICLE 27

Section 1. When an employee is injured while actually working for the CMHA 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 an Officer 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, they shall be entitled to Line of Duty Injury Leave.

Section 3. Line of Duty Injury Leave shall consist of up to ninety (90) days of paid leave, not to be deducted from accrued sick leave, which may be extended by CMHA at their discretion to cover the entire length of recuperation.

Section 4. To qualify for this leave an Officer must be eligible for Workers' Compensation Benefits. If eligible, said employee shall receive Line of Duty Injury Leave payments from the time of injury until the employee begins receiving Workers' Compensation payments. Upon receiving Workers' Compensation payments, the Line of Duty Injury Leave payments shall cease. Any and all duplicate payments received by the employee shall be immediately returned to CMHA. A duplicate payment shall include any and all money received by the employee from the time of injury until the employee begins receiving Workers' Compensation payments.

Section 5. CMHA shall have the right at any time during this leave 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.

MATERNITY AND PATERNITY 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 and Medical Leave Act, and will allow FMLA leave for members of the bargaining unit. An employee must use any available, sick, vacation or personal leave accumulations in conjunction with the FMLA Leave..

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 for a period not to exceed thirty-one (31) days in any one calendar year.

COMPENSATION

ARTICLE 31

<u>Position:</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Sergeant	\$68,109.78	\$69,471.98	\$70,861.42
Lieutenant	\$75,624.36	\$77,136.85	\$78,679.59
Commander	\$87,559.60	\$89,310.79	\$91,097.01
RCC Supervisor	\$60,099.99	\$61,301.98	\$62,528.02
Safety Officer	\$54,710.10	\$55,804.30	\$56,920.39

Annual wages are as of January 1st of each year and will be effective for the entire calendar 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 twenty cents (\$.20) cents per hour for afternoon, and thirty cents (\$.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 Educational Assistance Program as described and subject to the conditions set forth in the CMHA Personnel Policies and Procedures Manual (formerly CMHA's AO-11) which is hereby incorporated by reference as it relates to the Educational Assistance Program.

UNIFORM ALLOWANCE

ARTICLE 34

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

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

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

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

Section 3. Sergeant Stripes and Lieutenant Bars shall be issued upon promotion.

Section 4. 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. The cost to purchase said additional items ordered to be purchased by the Chief of Police shall not exceed two hundred dollars (\$200.00) in any year. Employees shall be given at least sixty (60) days notice prior to being required to make any purchase.

Section 5. When an employee is promoted from the rank of Sergeant to the rank of Lieutenant he will be issued four (4) long sleeve and four (4) short sleeve shirts.

INSURANCE

ARTICLE 35

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

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

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

Section 4. 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 5. 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.

MISCELLANEOUS

ARTICLE 36

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 expended taking such examination.

Section 2. CMHA agrees to provide a legal defense and relieve an employee from liability for claims arising from the scope of his/her employment per CMHA Personnel Policies and Procedures Manual, The Ohio Revised Code, Chapter 2744 and attendant established law. Where the CMHA Personnel Policies and Procedures Manual and Ohio Revised Code, Chapter 2744 conflict, the Ohio Revised Code and established law shall control.

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

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 37

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

Section 2. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their seniority in rank (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 four (4) years, however the employee will be held responsible for the updating of the Basic Training Certificate at their expense.

Section 4. A recall from layoff will be based upon their bargaining unit 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 38

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 39

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 40

Section 1. Upon completion of five (5) years of service in the CMHA Police Department a yearly longevity payment will be paid in the following amounts:

<u>YEARS</u>	<u>PAYMENT</u>
5	\$500
10	\$950
15	\$1,700
20	\$2,200
25	\$2,700

Section 2. In addition to Section 1 above, longevity payments will be made to eligible individuals who are current employees in the CMHA Police Department as of November 1st of the payment year.

Section 3. Longevity payments will be made to the eligible employees in the second paycheck in November of the payment year.

Section 4. Longevity payments will be based upon an employee's years of service with the CMHA Police Department as of November 1st of the payment year.

SENIORITY, POSTING AND BIDDING

ARTICLE 41

Section 1. No permanent vacancy may be filled by promotion before being posted internally for ten (10) consecutive working days. Employees are required to bid during the time of such posting or be considered to have waived their rights to such posted vacancy.

Selections for promotions shall be made on the basis of demonstrated knowledge, skills, abilities by written and oral examination, and prior work history.

In the event that no bargaining member bids for the vacancy or lacks the qualifications for the position, CMHA can seek qualified applicants from outside.

Seniority will not be used as the source for filling a permanent vacancy.

EQUIPMENT

ARTICLE 42

Section 1. All members of the bargaining unit shall operate a vehicle supplied by the Department of Police. No personal vehicles shall be used to conduct Official Police Business.

However, a member of the bargaining unit may be required to use his or her own personal vehicle when attending court, range, training sessions, or in the case of an emergency.

Section 2 – Bulletproof Vest.

All Police Officers shall purchase a bulletproof vest, which will be paid for by CMHA on a reimbursement basis. Within the first month of hire and every five (5) years following, each Police Officer will be reimbursed up to six hundred dollars (\$600.00) for the sole purpose of purchasing a bulletproof vest. Employees will be required to submit a receipt for the purchase in order to receive reimbursement.

DRUG/ALCOHOL TESTING

ARTICLE 43

It is the policy of CMHA that abuse of drugs or alcohol, or the illegal use of drugs or alcohol will not be tolerated in the work place. Drugs and alcohol pose a significant threat to public safety and to the welfare of CMHA residents and employees. Therefore, drug/alcohol testing will be conducted during pre-employment, annual physical, for reasonable suspicion and randomly.

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

Employees who test positive for using alcohol or illegal drugs or abusing legally prescribed drugs will be subject to 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 CMHA policy, the employee is required to submit to a drug/alcohol test.

3. The employee has violated any laws or rules of CMHA or of the Police Department involving the use of alcohol or illegal drugs, or the abuse of legally prescribed drugs.

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

NO STRIKE POLICY

ARTICLE 44

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 of its citizens and that any violation of this Article would give rise to irreparable damage to CMHA and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, CMHA shall be entitled to seek and to obtain immediate injunctive relief, along with the 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.

CONCILIATION

ARTICLE 45

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

If either party rejects the fact-finder's decision, all issues in dispute shall be submitted to final offer settlement proceedings (conciliation) per the provisions of R.C. 4117 (G), (H), (I) and

all other applicable statutes, rules and regulations concerning final offer settlement proceedings (conciliation).

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

DURATION OF AGREEMENT

ARTICLE 46

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective January 1, 2013 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 47

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 11th day of DECEMBER 2012.

FOR THE OPBA

Barbara K. Smith OPBA
Gregory A. Davis
Cheryl L. Brown

FOR THE CMHA

[Signature]