

08/21/2020
17-MED-03-0408

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August 21, 2020

State Employment Relations Board
Bureau of Mediation
65 East State Street, 12th Floor
Columbus, OH 43215-4213

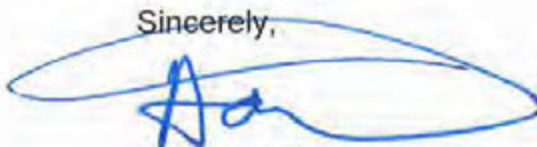
Re: Extension Agreements

Dear Sir or Madam:

Enclosed please find Ohio Revised Code 4117.14(c)(3)(f) fully executed mutually agreed upon dispute settlement procedure agreements between the Cuyahoga Metropolitan Housing Authority and AFSCME Ohio 8, AFL-CIO, and Local 1355 Maintenance and Clerical Units. Also attached are fully executed Extension Agreements for the same parties.

Both the mutually agreed upon dispute settlement agreements and the extension agreements also have been filed electronically with the Bureau of Mediation.

Sincerely,



Adrian D. Thompson

ADT:ld
Enclosures
cc: Marquez Brown (via email)
Ronaye Steele (via email)

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ALTERNATE DISPUTE RESOLUTION PROCEDURE

BETWEEN

THE CUYAHOGA METROPOLITAN HOUSING AUTHORITY

AND

AFSCME OHIO COUNCIL 8, AFL-CIO, AND LOCAL 1355

MAINTENANCE UNIT EMPLOYEES (CASE NO. 2017-MED-03-0408)

AND

CLERICAL UNIT EMPLOYEES (CASE NO. 2017-MED-03-0407)

AUGUST 13, 2020

The Cuyahoga Metropolitan Housing Authority ("CMHA") and AFSCME Ohio Council 8, AFL-CIO, and Local 1355, representing the Cuyahoga Metropolitan Housing Authority Maintenance and Clerical Unit Employees (the "Union"), do hereby agree to an Alternate Dispute Resolution Procedure which shall govern their collective bargaining negotiations in place of the negotiation procedure set forth in the Ohio Public Employee Collective Bargaining Act. As provided in the Act, this Alternate Dispute Resolution Procedure shall be jointly submitted to the State Employment Relations Board immediately after execution. The agreed upon Alternate Dispute Resolution Procedure is as follows:

- A. Contract negotiations between CMHA and the Union will proceed as set forth below.
- B.
 - (1) The parties shall negotiate non-economic subjects without assistance of a third party through, October 1, 2020. The parties shall negotiate economic subjects and the outstanding non-economic subjects (if any) without assistance of a third party from, October 1, 2020 through October 15, 2020.
 - (2) If the parties are unable to reach an agreement on or before October 15, 2020, then the parties may participate in mediation before the fact-finder appointed in this matter. Such mediation under the auspices of the fact-finder shall begin on October 16, 2020, and continue on November 6, 2020.
 - (3) If the parties are unable to reach an agreement on or before, November 12, 2020, then the parties shall participate in a fact-finding procedure before fact-finder Jack Buettner. The parties shall abide by the statutory procedures set forth in O.R.C. §4117.14(C) regarding the fact-finding hearing.
 - (4) If the parties are unable to reach an agreement and must proceed to fact-finding, the fact-finding procedure shall be conducted according to the following time frame:
 - (a) The fact-finding hearing of no more than two (2) consecutive days shall commence at the convenience of the parties and the fact-finder, but shall take place no later than the week of November 16, 2020.

- (b) The fact-finding report must be issued in final form by the fact-finder so that it is received by a representative of each party designated to the fact-finder no earlier than, December 8, 2020 and no later than December 9, 2020 time of delivery of the report to each designated representative shall not be more than thirty (30) minutes apart;
 - (c) Upon receipt of the fact-finder's report, each party shall have seven (7) full days, starting from the time of delivery and receipt of the last delivered report, to accept or to reject the fact-finder's report, according to the quantitative standards established under O.R.C. §4117.14(C)(6), and to notify the other party of that action; and
 - (d) Each party shall have an additional period of twenty-four (24) hours to notify the State Employment Relations Board of the action taken by that party.
- C. If a settlement between CMHA and the Union is not reached as a result of the fact-finding procedure, then the Union may proceed as permitted by Section 4117 of the Ohio Revised Code.
- D. The Union and CMHA have extended the separate collective bargaining agreements between CMHA and the Union covering the Maintenance and Clerical Units beyond their current June 30, 2020 expiration dates through September 30, 2020, pursuant to an extension agreement.

This Alternate Dispute Resolution Procedure shall govern throughout the full course of the collective bargaining negotiations between CMHA and the Union. The parties reserve the right to mutually modify the terms of this Agreement by sending SERB a copy of the agreed upon mutual modification immediately after agreeing in writing on the terms of any mutual modification of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 13th day of August, 2020.

**CUYAHOGA METROPOLITAN
HOUSING AUTHORITY**

By: 

By: _____

By: _____

**AFSCME
OHIO COUNCIL 8, AFL-CIO**

By: 

By: 

By: _____

EXTENSION AGREEMENT BETWEEN:
AFSCME OHIO COUNCIL 8, AFL-CIO, AND LOCAL 1355
AND
CUYAHOGA METROPOLITAN HOUSING AUTHORITY

AFSCME Ohio Council 8, AFL-CIO and Local 1355 and Cuyahoga Metropolitan Housing Authority are parties to two Collective Bargaining Agreements covering employees who are employed in the classifications included in the recognition clauses of those agreements, covering the Maintenance Unit and the Clerical Unit. By their terms, the collective bargaining agreements terminate on June 30, 2020. However, the parties hereby agree to extend the Agreements in full force and effect through September 30, 2020. Notwithstanding this Extension Agreement, the effective date of wage increases, if any, including retroactivity, is a proper subject for bargaining.

CUYAHOGA METROPOLITAN
HOUSING AUTHORITY:

By: 1 

Date: 6/23/2020

AFSCME OHIO COUNCIL AFL-CIO:

By: 


Date: 6-23-2020