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**Collective Bargaining Agreement**

between

Cincinnati Metropolitan Housing Authority

&

AFSCME Ohio Council 8  
Local 1027

*Effective through December 31, 2017*

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**ARTICLE 1  
RECOGNITION**

1.1 The Cincinnati Metropolitan Housing Authority (herein called Employer) hereby recognizes Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 1027, American Federation of State, County and Municipal Employees, AFL-CIO (herein called Union) as the sole and exclusive bargaining representative for the Bargaining Unit set forth below and at the conclusion of this article in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment.

**INCLUDED CLASSIFICATIONS:** Accounting Technician, Automotive Aide, Automotive Technician, Comprehensive Grant Specialist, Construction Contract Administrator, Copier Technician, Distribution Specialist I, Distribution Specialist II, Exterminator - Class I, Exterminator-Class II, General Maintenance Worker, Grounds Specialist, Heavy Equipment Operator, Housing Inspector I (Section 8), Housing Inspector II (Section 8), Housing Specialist (Leasing), Housing Specialist (Recertification), Housing Specialist I (Section 8), Housing Specialist II (Section 8), Janitor/Laborer, Laundry Attendant, Lead Specialist (Section 8), Locksmith, Maintenance Aide, Modernization Specialist I, Office Specialist I, Office Specialist II, Office Specialist III, Office Specialist III, Pest Control Aide, Property Management Specialist I, Property Management Specialist II, Purchasing Agent, Refrigeration Mechanic, Relocation Specialist, Security Assistant, Senior Maintenance Worker, Special Services Technician I, Special Services Technician II, Special Services Technician III, and Special Services Technician IV and Verification Specialist.

1.2 Should the Employer desire to create new classifications, abolish classifications, merge classifications, or change classification titles, it will notify the Union ten (10) days prior to implementing any action. Upon request, the Employer will bargain with the Unions concerning wages for any new, merged or changed classifications. Relative to composition of the Bargaining Unit, the parties will jointly petition the State Employment Relations Board (herein called SERB) to amend the certified Bargaining Unit to reflect any agreed to unit change. If no agreement is reached as to inclusion in or exclusion from the Unit either party may petition SERB.

1.3 The Employer may hire temporary employees to fill vacancies in a previously filled position on a temporary basis for one hundred and eighty (180) days where circumstances do not warrant the filling of the vacancy on a permanent basis. By mutual agreement, in writing, the temporary period may be extended. Temporary employees will not receive fringe benefits nor be subject to disciplinary procedures outlined in Article 17 or grievance procedure contained in Article 18. The employer will notify the union when a position contained within the bargaining agreement is filled temporarily with a temporary employee. The notice shall include the position, location and anticipated length of the assignment.

1.4 Work customarily performed by employees within the Bargaining Unit shall not be performed by supervisors or other personnel not included within the Bargaining Unit unless such work is deemed necessary for continued and efficient operation.

1.5 **EXCLUDED CLASSIFICATIONS**

All management level employees, professional employees, guards, confidential employees and supervisors as defined in the act, all seasonal and

casual employees as defined by SERB, and all employees placed in another Bargaining Unit by SERB, including, but not limited to: Accountant I, Accountant II, Administrative Secretary (5 Exemptions), Area Manager, Assistant General Counsel, Assistant Property Manager, Assistant Supervisor- Leasing, Assistant Supervisor- Section 8, Assistant to the Executive Director, Insurance Examiner Budget Manager, Chief Legal Counsel, Community Relations Specialist I, Community Relations Specialist II, Contract Specialist I, (Project Based Section 8), Contract Specialist II (Project Based Section 8), Construction Project Planner/Scheduler, Director of Administration, Director of Admissions and Occupancy, Director of Central Facilities, Director of Special Services, Director of Community Relations/Section 8, Director of Development Programs, Director of Legal Services/Human Resources/Leasing, Director of Finance/Purchasing/MIS, Director of Security, Director of Housing Management, Director of Modernization, Executive Director, Hope VI Assistant, Housing Management Assistant, Housing Resource Coordinators, Human Resources Program Manager, Investigative Coordinator, Landscape Architect, Maintenance Superintendent, Maintenance Supervisor I, Maintenance Supervisor II, Manager- Assets, Manager-Childrens Program, Manager-Construction, Manager-Contracting, Manager-Design Services, Manager-Hope VI, Manager-Hope VI-CSS, Manager-Leasing, Manager-Network, Manager-Project Based Section 8, Manager-Section 8 Admissions, Manager-Section 8 Inspections, Manager-Self-Sufficiency, Marketing/Communications Specialist, MBE Coordinator, Office Manager, Program Specialist Section 8, Programmer Analyst I, Programmer Analyst II, Property Manager I, Property Manager II, Property Manager III, Public Information Manager, Procurement Specialist, Security Systems Specialist, Social Worker, Staff Architect, Senior



Community Services Coordinator, Supervisor- Leasing, Supervisor -Special Services Maintenance, Supervisor-Accounting, Supervisor-HVAC Operations, Supervisor-Special Services, Supervisor-MIS, Supervisor-Section 8, Supervisor-Tenant Accounting, Technical Support Specialist, and Telecommunications Analyst.

## **ARTICLE 2 MANAGEMENT RIGHTS**

2.1 Except to the extent that such rights are limited by an expressed provision of this Agreement, the Employer shall have and retain all rights set forth in O.R.C. §4117.08(C), all management rights and functions possessed by the Employer prior to entering this Agreement, and such other rights as are usually and customarily regarded as reserved to management discretion.

2.2 The management rights reserved to the Employer hereunder include, but are not limited to, the following:

1. The right to determine matters of inherent managerial policy, which includes, but is not limited to, areas of discretion or policy, such as functions and programs, standards of services, the overall budget, and the utilization of technology and organizational structure. This includes the right to determine the existence of or non-existence of facts which are the basis of CMHA management decisions, to establish, continue or change policies and/or practices necessary to carry out its mission, and the right to change or abolish such policies and/or practices based upon management's findings of fact.

2. To direct, supervise, evaluate or hire employees, to effectively direct the work force to determine the amount of supervision necessary, and the method or process by which work is to be performed, and to establish methods for evaluation of work performed.

3. To maintain and improve the efficiency and effectiveness of governmental operations, including the right to determine the frequency and type of services to be rendered, the purchase and control of materials, tools, machines or equipment to be used, the number and type of facilities and locations; and, the discontinuation of any services, facility location, equipment, materials or method of operation.

4. To determine the overall methods, process, means or personnel by which operations are to be conducted, including the right to contract for materials, machines and equipment necessary to carry out its operation.

5. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees.

6. To select and determine the number and type of employees required, including the right to determine when Employer efficiency requires the use of temporary, seasonal or part-time employees; and to assign work to such employees in accordance with requirements determined by the Employer.

7. To determine the adequacy of the work force, or to layoff, terminate, or relieve employees from duty for lack of work or economic reasons, and to determine the facts as to the adequacy of the work force.

8. To determine the overall mission of the Employer.

9. Management retains the right to adopt, revise and enforce reasonable working rules and standards of conduct, any of which rules or standards shall become binding 21 days after notice to the union and publication of same; to carry out cost control and general improvement programs; and to establish, change, combine or discontinue job descriptions and prescribe and assign job duties, content and classification.

### **ARTICLE 3 NON-DISCRIMINATION**

3.1 Cincinnati Metropolitan Housing Authority (CMHA) is an Equal Opportunity Employer.

CMHA shall take affirmative action to ensure that all personnel policies and practices are administered without discrimination against anyone on the basis of race, religion, color, sex, national origin, age, disability, veteran status or other legally protected class status or because of membership or non-membership in a labor union. All CMHA employees will be expected to refrain from any actions that are deemed discriminatory under this Article.

The Union recognizes and affirms its responsibility to refrain from any form of unlawful discrimination.

3.2 Bargaining unit members are covered by the terms and conditions of all CMHA Non-Discrimination

policies as well as the policy governing sexual harassment. All such non-discrimination and sexual harassment policies shall be distributed with this Agreement.

#### **ARTICLE 4 STATEMENT OF POLICY**

4.1 Both the Employer and the Union recognize the benefits and responsibilities of employment, including those provided in this contract, shall be shared and assumed equally and uniformly by all employees. The purpose of this Contract is to provide a fair and responsible method of enabling employees covered by the Contract to participate through union representation in establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties.

#### **ARTICLE 5 AGREEMENT CONSTRUCTION AND WAIVER CLAUSE**

5.1 The article or paragraph titles in this Agreement are for editorial identifications of their related texts and do not limit or control that text.

5.2 In the event that any portion of this Agreement should be found to be unlawful by a court of competent jurisdiction, or any other body acting within its jurisdiction and in a quasi-judicial capacity, the balance of this Agreement shall remain fully effective, and the Agreement in its totality shall be read as if the unlawful clause or provision was not included therein.

5.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from 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 full in this Agreement.

## **ARTICLE 6 DEFINITIONS**

As used in this Agreement:

6.1 Exclusive bargaining rights shall be interpreted to mean that the Employer will not, with respect to terms and conditions of employment for employees in this Bargaining Unit, negotiate, meet or confer with any person, group of persons, association or union other than AFSCME Ohio Council 8 or its local unions during the term of this Agreement.

6.2 "To negotiate" means performance of the mutual obligation of the Employer through its Chief Executive Officer or designated representative and the recognized employee organization to meet at reasonable times and negotiate in good faith with respect to wages, hours of work, fringe benefits and other conditions of employment, or the negotiation of an agreement, or any question arising hereunder, and the execution of a written agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession for the duration of this Agreement. The Employer will make

no changes in the wages, hours of work, benefits and other conditions provided herein without negotiation and agreement with the Union (except to the extent that this agreement expressly recognizes the right of the Employer to do so).

6.3 Arbitration means a dispute settlement procedure whereby a neutral third party renders a decision that is final and binding on the parties to this Agreement.

6.4 The Cincinnati Metropolitan Housing Authority and all of its agencies and institutions shall hereinafter be referred to collectively as the Employer.

Local 1027 and Ohio Council 8 of the American Federation of State, County and Municipal Employees AFL-CIO shall hereinafter be referred to as the Union.

6.5 The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated.

The term "Employee" or "Employees" where used herein refers to all employees in the Bargaining Unit, but shall not be interpreted as including any employees not in this Bargaining Unit.

## **ARTICLE 7 UNION DUES/FAIR SHARE FEE**

### **7.1 UNION DUES**

The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed check off card for the employee. Amounts deducted shall be remitted to Ohio Council 8, American

Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checked-off monies shall be remitted.

The payroll deduction shall be made by the Employer bi-weekly. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within fifteen (15) days of their deduction. Each remittance shall be accompanied by the following alphabetical lists: (1) For Employees for whom deductions were made, the name, address and social security number of the employee, and amount deducted; and (2) The name of each employee whose name has been dropped from the prior check-off list and the reasons for the omission.

The Union will hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract, and indemnify the Employer from any cost, loss, expense or legal fees incurred by reason of any action or inaction taken by the Employer in reliance upon any employee check off authorization or revocation thereof.

## **7.2 FAIR SHARE FEE**

All Bargaining Unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union, effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement, whichever is later.

The fair share fee amount shall be certified to the Manager of Human Resources by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Such deductions shall commence as of the second payroll period following receipt of the Union's initial certification.

Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, social security numbers and addresses of those employees who had a fair share fee deducted, along with the amount of the fair share fee deduction.

The Union hereby certifies to the Employer that the Union's fair share procedures are in compliance with applicable Ohio and Federal Law and shall so remain during the life of this collective bargaining agreement.

The Union will indemnify and save the Cincinnati Metropolitan Housing Authority, the CMHA Board of Commissioners and all agents of either, harmless from any cost or loss, including damages and defense attorney fees and costs, incurred because of action arising from the deduction of the fair share fees as agreed in this Article, commenced by an employee or any other individual against Cincinnati Metropolitan Housing Authority and/or the CMHA Board of Commissioners and/or agents of either, whether individually or jointly with the Union.

### 7.3 P.E.O.P.L.E. Checkoff

CMHA agrees to deduct voluntarily contributions to the American Federation of State, County and Municipal Employees



International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Fund from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be made as a deduction separate from the dues and fair share fee deductions, remitted to the Union within fifteen (15) days of the date they are deducted and this payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to CMHA and the Union at any time. CMHA's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the Local 1027 bargaining unit.

The hold harmless/indemnify language in §7.1 and §7.2 of this Article will apply equally to any such deduction under this section.

**ARTICLE 8  
UNION REPRESENTATIVES**

8.1 The Employer shall recognize officers and stewards as Union representatives for the purpose of administering the Collective Bargaining Agreement and adjudicating grievances. Union representatives shall also be recognized for the purpose of administering the Collective Bargaining Agreement. The Union has the right to conduct its internal affairs, as it deems appropriate, free of any intervention by the Employer.

8.2 The Union staff representative shall be permitted reasonable access to work areas in order to conduct legitimate Union business. A staff representative must secure permission from the department head, or his authorized representative, in order to contact any employee on the Employer's time.

8.3 The Union is permitted a reasonable number of stewards and, in addition, another four (4) union officers to act in the capacity of stewards. The Union will furnish the names of all stewards and officers, acting in such a capacity, to the Employer at the time of their identification. Local union officers and stewards shall not be transferred without just and proper reason from their respective locations and shifts during their term of office.

The Union will post the current list of stewards and their designated areas of responsibility. The Union shall provide a current list at least bi-annually, or more frequently, if there are changes in the interim.

8.4 Time spent by the stewards and officers in grievance handling, during their regularly scheduled hours, will be paid by the Employer. Stewards and

officers who lose time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate for such time lost provided this allowance is not abused. All stewards and officers will be considered to be on a regular eight-hour shift as far as grievance pay is concerned.

8.5 No steward, officer or aggrieved employee shall leave his assigned work in order to conduct Union business without prior approval from his respective supervisor. No steward will be unreasonably denied the right to carry out his steward responsibilities when requested. The steward or officer is obligated to provide the immediate supervisor with the following information twenty-four (24) hours in advance of Union business:

1. Purpose of the Union Business (i.e., grievance, disciplinary hearing, other).
2. The names of stewards and other employees involved.
3. Actual time spent on Union business (from start to conclusion).
4. The department of the steward.
5. The department of the employee.
6. The name of the aggrieved employee's supervisor giving permission.

The Employer shall provide the form required for recording the information to the steward or officer's immediate supervisor. If the Union officer or steward responds to an emergency or circumstances that require his or her immediate attention, the officer or steward shall provide the immediate supervisor with the above information within twenty-four hours (24) after the incident.

8.6 Stewards, Officers and/or aggrieved employees shall be required to schedule a mutually agreeable

meeting time with any supervisor of the Stewards, Officers, and aggrieved employees that will be conducting Union business. Requests to meet for needed Union business shall not be unreasonably denied.

8.7 During administrative hearings, pursuant to Article 18, Grievance Procedures and Article 17, Discipline, there shall be no more than three (3) employees to include the aggrieved party, the Union steward, and the President or his/her designee, plus one (1) Union staff representative or his/her designee present. The Employer shall also have no more than a total of three (3) representatives present, excluding the hearing officer. The Employer shall receive twenty-four (24) hours advance notice of the employees to be used as witnesses and such employees shall be scheduled in advance by the parties so as to limit the burden on the Department. Both parties shall be permitted no more than one (1) non-participating observer.

8.8 An active employee of the Employer who is excluded from the bargaining unit shall not serve as a steward or represent employees in the bargaining unit, nor shall any employee represent any other employee whom he supervises.

8.9 During contract negotiations, employees who serve on the Union Negotiating Committee shall be paid for time spent in negotiations with Employer representatives during regularly scheduled work hours of such employees. The Union shall provide, at least two (2) weeks in advance, the names of those Employer's employees who shall serve on their negotiating committee. Such employees shall be assigned to the day shift for the period of negotiations. Release time from work for negotiations shall be for a period of no

more than one (1) hour before and one (1) hour after the scheduled meeting. Further extensions of time will be provided upon forty-eight (48) hours advance request by the Union through the Employer's Department of Human Resources. No time other than the hours before or after, and actual negotiations, or beyond the normally assigned schedule during actual contract negotiations, shall be paid by the Employer. The Union's committee shall number no more than seven (7) Employer's employees. The Employer's committee shall be established by the Employer.

#### **ARTICLE 9 UNION VISITATIONS**

9.1 With approval of the Department Head or his authorized representative, Union staff members shall be permitted reasonable access to the Employer's work areas in order to conduct Union business.

#### **ARTICLE 10 UNION LEAVE**

10.1 Upon approval by the Employer, an employee may be granted leave with pay, on the written request of the Union, to serve as a delegate to a Union Convention or conference. The Union will receive approval for no more than a total of twelve (12) workdays per year for this purpose. At the request of the union, a leave of absence without pay shall be granted to any employee selected for Union Office, employed by the Union or required to attend a Union Convention or perform any function on behalf of the Union necessitating a suspension of active employment. Seniority shall accumulate during this leave of absence. Union leave

will not be held against an employee for disciplinary action or performance evaluations.

#### **ARTICLE 11 UNION OFFICE**

11.1 The Employer shall furnish the Union with secure, usable and safe office space to be used for the sole purpose of conducting Union business. This room shall have electrical and telephone outlets and be reasonably lighted. CMHA may at its option furnish the room with furniture suitable for conducting Union business. CMHA will have thirty (30) calendar days from the ratification of this agreement to provide suitable office space.

#### **ARTICLE 12 LABOR-MANAGEMENT DISCUSSION MEETINGS**

12.1 There shall be a monthly Labor-Management Meeting scheduled to discuss problems of concern of the parties in the Labor-Management area. These issues should include funding and related operational issues facing the agency. This meeting can be waived for any month by mutual agreement of the Labor-Management Committee. The Labor-Management Committee is to consist of no more than five (5) designated committee members, and Staff Representative from the Union, and no more than five (5) representatives, and Manager of Human Resources, from Management.

12.2 The monthly discussion meeting of two (2) hours duration will be set by the parties at a mutually agreeable time. The procedural details for the operation

of the Committee shall be agreed to by both parties. The Committee will meet during regularly scheduled working hours.

### **ARTICLE 13 PROBATION**

13.1 New employees hired in the Bargaining Unit shall serve a probationary period of 120 calendar days with a minimum of 80 days worked. There shall be a performance report given to the employee on or before the last day of the probationary period.

13.2 At any time during a new employee's probationary period the employee may be terminated for any reason without recourse to any of the procedures of this Agreement.

Any employee who does not receive a final performance report on or before the last day of the probationary period shall be deemed to have successfully completed probation.

13.3 Probationary periods for new hires shall be automatically extended until the minimum days worked is achieved.

13.4 Employees being internally promoted shall serve a probationary period of ninety calendar days. Leave taken during the probationary period will not be counted as days worked. Probationary periods may be extended as necessary to reach the minimum number of days worked.

13.5 The Union shall not unreasonably deny a request to extend an employee's probationary period.

**ARTICLE 14**  
**SENIORITY**

14.1 Seniority shall mean the employee's length of continuous service with the Employer from his/her most recent date of hire into either a full-time or part-time position in this Bargaining Unit.

1. Probationary employees shall not acquire seniority during their probationary period. Upon successful completion of the probationary period, such employees shall acquire seniority retroactive to the first day of the probationary period.

2. An employee shall lose his/her seniority if:

a. The employee's employment with the Employer is terminated for any reason; or

b. The employee accepts a position with the Employer not in this Bargaining Unit; or

c. The employee is on layoff for a period exceeding 24 consecutive months.

14.2 On or before January 15 and July 15 of each year, the Employer will provide to the Union and the CMHA supervisors with two copies of a seniority list showing the seniority of each employee in the Bargaining Unit as of the prior January 1 and July 1. On January 15<sup>th</sup> and July 15<sup>th</sup>, the CMHA Human Resources Department will post a notice on all CMHA work area bulletin boards, informing bargaining unit employees that the seniority list has been given to the CMHA supervisors and may be reviewed by employees upon request. Any employee shall have 15 working days after the date the notice is posted to submit in writing any objection to his/her position on the list. All objections not presented in writing to the Manager of Human Resources within said fifteen working day period shall be



deemed permanently waived. If written objections are received within the fifteen (15) working days period, the Employer will review the list in consultation with the Union, and revise the list as appropriate. If two or more employees have the same seniority date, their names shall be listed alphabetically.

The Employer will provide the Union monthly with a list of new hires, terminations, promotions, transfers, leaves of absence and retirements in the Bargaining Unit, and a list of employees who are promoted to a non-bargaining unit CMHA position. The lists will include the name of the employee, his/her current position and new position (if applicable) and the effective date of the action.

#### **ARTICLE 15 CHANGE OF ADDRESS**

15.1 It is the responsibility of all employees to provide the Employer with a telephone number and address where he/she can be contacted, a telephone number and address of an emergency contact, and to notify the Employer of any changes. The Employer will notify the Union Staff Representative via the e-mail addresses provided, of any such changes within ten (10) working days when such changes are made.

#### **ARTICLE 16 JOB POSTING AND TRANSFER PROCEDURE**

16.1 A job vacancy subject to the following procedure exists if the Employer decides to fill an open position resulting when an employee covered by this Contract retires, quits, transfers, or otherwise separates from

his/her employment or when a new position is created by the Employer.

Within 30 days following the creation of a vacancy, the Employer will determine whether the vacancy will be refilled and notify the Union via the e-mail addresses provided.

1. Bargaining Unit Posting - A notice of the vacancy will be posted on designated Employer bulletin boards and copies will be given to the Union via e-mail addresses provided. Details of the vacancy will be provided in the notice of vacancy. Only Bargaining Unit employees who have successfully completed their probationary period are eligible to bid for the position.

2. Vacancies will be posted for a period of eight (8) business/working days. Any eligible employee who is interested in the position should submit his/her application to the Department of Human Resources. Applications submitted prior to the posting deadline will receive priority consideration.

3. The position will be filled by the Employer on the basis of selecting the most qualified bargaining unit applicant. Whenever employee qualifications are relatively equal, the senior employee applicant will be selected to fill the vacancy. Job performance, attendance/tardiness record and active discipline of record will be considered as part of the qualifications for any promotion. Whenever possible, the position will be filled within fourteen (14) days following the date of selection.

4. The Employer, following selection and notification to all applicants, will furnish the Local President via the email addresses provided with the

posting, a list of the bargaining unit employees who bid, a list of tested applicants and the name of the applicant selected. At an applicant's request, the Employer will email his/her test score to his/her work email.

5. When no qualified Bargaining Unit applicants bid on a vacancy the Employer may fill the vacancy from outside the Bargaining Unit.

16.2 A vacancy may be filled on a temporary basis during the posting process by a temporary transfer. The Employer may temporarily transfer any employee in the Bargaining Unit to a job classification other than the employee's current position, if the Employer determines that the needs of the agency so require on a temporary basis. During such temporary transfer, the employee will be paid his/her normal hourly wage rate. If the temporary transfer to a higher classification exceeds ten (10) work days in duration, the employee shall thereafter be paid the assigned rate for the higher classification to which he/she has been temporarily transferred in accordance with the promotion section of Article 28. If the temporary transfer is to a lower classification, the employee shall be paid his or her regular wage rate.

16.3 Employees who have been promoted shall complete a new probationary period, as defined in Article 13. An employee failing to pass the probationary period because of lack of ability shall be returned to the same classification and rate of pay from which he/she was promoted, or a lower classification and accompanying rate of pay, whichever is available, if the position is available. Any other employees returned to their former positions as a result of the Employer's determination that a promoted employee is unable to adequately perform the duties of his/her new position shall also be returned to their former rates of pay.

**ARTICLE 17**  
**DISCIPLINE**

17.1 Bargaining Unit employees shall have the right to union representation at all disciplinary proceedings. An employee can be disciplined for just cause, which may include, but is not limited to: poor work performance, insubordination, being under the influence of intoxicants or illicit drugs, frequent tardiness, absenteeism, dishonesty, careless or dangerous operation of equipment, misuse of sick leave, falsification of records and violation of the Hatch Act provisions against political activity.

An employee has the right to request his union steward at an investigatory interview that the employee reasonably believes might result in disciplinary action against him. The right to a steward does not apply to a meeting where the supervisor or management conducts instruction, coaching, or counseling activity.

New employees who are in an initial probationary period are not entitled to an administrative disciplinary hearing.

17.2 It is not required that every step be taken in every case; gross and extreme misconduct can result in recommendation for dismissal.

17.3 Except as otherwise provided herein, no employee shall be suspended or discharged, except for failure to qualify during his/her probationary period, without a hearing by the Employer unless the employee specifically waives such hearing in writing. This provision shall not prohibit the Employer from temporarily removing an employee from the work site without pay pending such hearing, in cases involving

violations of the drug policy, anti-violence policy, and theft.

If an employee placed in an unpaid status is subsequently not charged or the charge(s) listed in the pre-disciplinary notice are not upheld, the Employer shall reimburse the employee for any/all lost wages and other employment benefits (vacation, sick leave, etc.) arising since the date of his/her removal. Under this article, employees shall not lose any wages or benefits greater than the disciplinary penalty issued by the Employer at the conclusion of its investigation and pre-disciplinary hearing.

17.4 Pre-Suspension/Termination Hearings Within five (5) work days after knowledge of an infraction that could result in a verbal or written reprimand, the Employer shall notify the employee of such discipline. For infractions that could result in a suspension, demotion or termination, the Employer shall have up to twenty (20) working days after the knowledge of such infraction, to request a pre-disciplinary hearing. If the alleged infraction involves sexual harassment, workplace violence or a criminal investigation, there will be no time limit for requesting a pre-disciplinary hearing.

If the Employer determines that an infraction has occurred, the affected employee shall be issued a written notice of hearing according to the following procedure.

1. A written notice shall be given to an employee who is the subject of pending discipline that may result in suspension, reduction or termination of his/her employment and copies of such notice will also be given to appropriate steward, and emailed to the Local President and Staff Representative. Such notice

shall be given to the employee at least five (5) working days in advance of the hearing and must contain the following information:

- a. The charges being brought against the employee;
- b. The date, time and place of the pre-disciplinary hearing;
- c. The right to have a union staff representative, one officer and steward present;
- d. The right to cross-examine any witnesses;
- e. The right to have voluntary witnesses present to offer testimony on behalf of the employee; and
- f. A statement notifying the employee that absent any extenuating circumstances, failure to appear at the hearing will result in a waiver of the employee's right to a hearing.

2. The employee, and/or his/her witnesses will not be docked in pay for time in attendance at a hearing. The employee has a right to present witnesses as outlined in Article 8.6.

3. Within fifteen (15) working days after the hearing the Employer shall issue a written disposition to the employee, appropriate steward, and emailed to the Local President and Staff Representative.

4. Any time limits under this policy may be extended upon written request by either the Employer or Union, and by mutual consent in writing of both parties. Such consent will not be unreasonably denied.

17.5 Disciplinary actions may include verbal reprimand; written reprimand; suspension up to twenty (20) work days; demotion or dismissal.

17.6 An employee may appeal any disciplinary action in accordance with the grievance procedure outlined in Article 18.

In cases of dismissal, the employee is entitled to payment of all earned wages and remaining vacation due him/her on the effective date of the removal.

17.7 The disciplinary procedure specified in this Article shall apply only to disciplinary actions based upon employee conduct. Such procedures shall not apply to layoffs or terminations due to lack of work or organizational restructuring, demotions or terminations due to lack of ability, or any other matters not based upon employee misconduct.

17.8 Disciplinary penalties shall be not be used against him or her in future disciplinary actions or other employment decisions, under the following times, as long as the employee has remained free of discipline during this time period. These time periods shall begin at last discipline received.

Verbal reprimand	Six (6) months
Written reprimand	One (1) year
Suspensions or Demotions	Two (2) years

**ARTICLE 18  
GRIEVANCE PROCEDURE**

18.1 The term "grievance" shall mean an allegation by a bargaining unit employee or union representative that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect

changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

Any grievance not advanced to the next step by the Union within the time limits in that step shall be deemed resolved by the Employer's last answer.

Grievances not responded to in a timely fashion shall be awarded the relief requested in the grievance, not to exceed the employee being made whole.

Time limits may be extended by the Employer and the Union by mutual agreement in writing.

**STEP 1**

This issue shall be presented in writing by the Steward to the immediate Supervisor of the grievant within seven (7) business days following the date of occurrence. At this discussion, the appropriate Steward will be present. Grievances processed to the second step of the procedure shall be endorsed by the Steward, with a written notation of the grievance filing date and the disposition of the Step 1 filing.

**STEP 2**

If no agreement can be reached within seven (7) business days, the grievance shall be reduced to writing by the employee, signed, endorsed by the Steward and presented to the appropriate Department Director. The Director shall note his/her disposition of the grievance in the space provided, and return the grievance response to the employee and the Supervisor no later than seven (7) business days following the presentation of the grievance.



**STEP 3**

Any grievance that progresses to this step shall be presented to the Manager of Human Resources by the Steward within seven (7) business days after its disposition by the appropriate Director, and a meeting shall be arranged and held within ten (10) business days following submission of the grievance. A response will be issued within fourteen (14) business days following the grievance meeting. However, if either the Union or the Employer specifically requests an extension of time, within the initial fourteen (14) business day period, an agreed upon extension, not to exceed an additional thirty (30) business days, may be granted.

For disciplinary grievances, the same Employer's designee may not serve as both the disciplinary hearing officer and the Step 3 grievance hearing officer.

**STEP 4**

If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty-one (31) business days after receipt of the Step 3 answer, submit the matter to arbitration.

Upon receipt of the demand to arbitrate, the Employer's representative shall notify the arbitrator to be assigned the case from the following rotating permanent panel:

Phyllis E. Florman  
Jerry A. Fulmer  
Louis V. Imundo, Jr.  
Margaret Nancy Johnson  
Daniel N. Kosanovich  
Nels E. Nelson  
Michael A. Paolucci

The arbitrator shall schedule the hearing promptly. In the absence of a permanent panel member, Federal Mediation and Conciliation Service (FMCS) Rules will prevail for the selection and administration process. If a permanent panel member retires or no longer serves as an active arbitrator, the parties shall meet to mutually select a replacement for the panel.

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. Any cancellation fee due the Arbitrator is paid by the party/parties canceling the arbitration. Furthermore, the aggrieved employee, his/her Steward, and the local Union President, and any necessary witnesses shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding.

Copies of the final disposition will be forwarded to the employee, the Union and the Employer.

18.2 The failure to demand arbitration by written notice to the Manager of Human Resources in accordance with the time limitation of this Article shall constitute a waiver of the right to arbitrate, unless the Employer and the Union agree in writing to an extension of such time.

In all arbitrations conducted under this Article, the arbitrator shall have no authority to add to, detract from, or in any way alter the provisions of this Agreement.

The arbitrator shall have no authority to award punitive or compensatory damage, but shall have the jurisdiction to award back pay and/or benefits.

## **ARTICLE 19 SAFETY**

19.1 It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

19.2 Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles, equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same.

Any employee wishing to report a safety violation must complete the CMHA Safety Violation Report. The responsible supervisor shall acknowledge all reports of safety complaints and forward copies to the Manager of Human Resources and the Safety Committee.

19.3 An employee acting in good faith has the right to refuse to work under conditions he/she reasonably believes present an imminent danger of death or serious harm to the employee or to others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his/her position. Any incident of work refusal shall immediately be reported to the Manager of Human Resources and the Safety Committee. The Safety Committee will advise the Employer whether they believe any corrective action is

necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Committee are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

19.4 When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment an/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Employees who do not handle and operate CMHA equipment (e.g. vehicles, power tools) in a safe manner and in accordance with Article 19 will be subject to discipline, up to and including the possibility of termination.

19.5 The Union will appoint three (3) employee representatives to the Safety Committee, who will serve with no loss of pay. The Committee will meet monthly during regularly scheduled working hours. Meetings will not exceed two hours in duration.

It is understood that the Committee is a fact-finding and communication vehicle only. The responsibilities of the Committee are as follows:

1. Review all health and safety complaints and make recommendations for corrective action that is

necessary to eliminate or reduce a potential danger or hazard.

2. Review all reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The Committee shall advise management if, in their assessment, safety violations have occurred.

3. The Committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 19.3.

4. Recommend safety training programs, and work with the supervisor upon his or her request.

5. Make such recommendations as the Committee deems necessary regarding safe work practices and methods, equipment, tools and facilities.

The Committee's responsibility in general is to drive the CMHA safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements.

## **ARTICLE 20 TOOLS, EQUIPMENT AND SUPPLIES**

20.1 Employees are not authorized to use or borrow CMHA tools, equipment or supplies for personal use, either on or off the premises.

20.2 In the event tools, equipment (including keys) or supplies issued to an employee for use in performing assigned job duties are lost, stolen, or damaged, it is the

employee's responsibility to report such loss to the supervisor. The supervisor will investigate the circumstances of the loss, and evaluate against a standard of reasonable use, with normal wear and tear excepted. If the employee is responsible for the damage or loss, the supervisor will inform the employee of the determination, charge the employee for the reasonable value of the property and reissue replacements as appropriate. Employees may reimburse CMHA either by check or through payroll deduction.

20.3 Tools, equipment and supplies provided to employees by CMHA for use in the performance of their duties remain the property of CMHA and must be returned upon termination of CMHA employment. The cost of any outstanding property will be deducted from the employee's final paycheck.

## **ARTICLE 21 UNIFORMS**

21.1 The Employer agrees to provide at least seven (7) changes of uniforms and at least one jacket with detachable lining to each employee who occupies a position in the maintenance classification series, together with cleaning and maintenance of the uniforms. It is understood that such uniforms will remain the property of the Employer and/or the Employer's uniform supplier, and, upon termination of employment, the employee shall return such uniforms or be charged by the Employer.

**ARTICLE 22  
CONFLICT OF INTEREST**

22.1 No employee shall knowingly have any interest, direct or indirect, in any property included or planned to be included in any project of CMHA; nor knowingly have any interest, direct or indirect, in any contract or proposed contract for materials or services to be used by CMHA. If such interest was acquired prior to employment, the employee is obligated to disclose his/her interest immediately, in writing, to the Manager of Human Resources. Also, no employee shall accept employment with an outside employer that derives its funds, in whole or in part, from activities of CMHA.

22.2 An employee shall not benefit financially by reason of the activities of CMHA with outside parties. Where doubt exists, legally or ethically, the employee shall take the initiative of calling the matter to the attention of the Manager of Human Resources for ruling and guidance.

22.3 Employees shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

22.4 Employees may have outside employment provided that it does not interfere with their duties with CMHA and provided further that the outside employer is not an entity deriving its funds, in whole or in part, from activities of CMHA.

**ARTICLE 23**  
**CONTRACTING OF WORK**

23.1 It is recognized that the Employer has rights and obligations in contracting for matters relating to its operations. The exercise of the Employer's contracting or subcontracting rights include essential public needs where it is uneconomical for the Employer's employees to perform said work. The Employer agrees that it will not lay off employees who have completed their probationary periods and have Bargaining Unit status because of the exercise of its contracting and subcontracting rights, unless the Employer substantiates that the requirements stated under Article 23.3 or 23.4 are satisfied. It shall not be considered a lay off if the employee is transferred or given other duties at the same pay. If the Employer anticipates contracting work or services which may have an impact on Bargaining Unit employees, a meeting will be held with the Union for the purpose of discussing such contract.

23.2 Nothing contained herein shall be interpreted to preclude the right of the Employer to contract or subcontract work, regardless of whether such work is of a character customarily performed by employees in the Bargaining Unit, so long as no employees who have completed their probationary period and are covered by this Agreement are laid off, as defined above, as a result of the contracting or subcontracting. Welfare to work participants shall not displace permanent bargaining unit employees, nor shall they be used to reduce the number of hours worked by bargaining unit employees.

23.3 If CMHA's AMPs' "Total Cash" amount (as shown by CMHA's AMPs Balance Sheet/Consolidated Statements and defined and calculated by 24 CFR Part 990) is less than six months of monthly operating



expenses needed for all AMPS, the Employer and Union representatives (including the Chief Operating Officer and Staff Representative) shall meet to review the financial records and costs/expenses of underperforming AMPS, and discuss AMPS' preventive measures, including cost-saving measures and spending cuts to alleviate future financial problems.

If CMHA's AMPS' "Total Cash" amount (as previously described) falls below five months of operating expenses needed for all AMPS, the Employer may contract out services previously provided by AFSCME bargaining unit employees at no more than eight AMPS. The Employer shall cease contracting out services, previously provided by AFSCME bargaining unit employees, at these AMPS once the AMPS' "Total Cash" amount is greater than six months of monthly operating expenses, and rehire employees previously laid-off due to subcontracting/contracting out (if within two years) or alternatively, fill the lost bargaining unit classification positions with new bargaining unit employees.

23.4 If the funding proration for the Housing Choice Voucher ("HCV") Program, as estimated or determined by HUD, falls below eighty percent (80%), the Employer and Union representatives (including the Chief Operating Officer and Staff Representative) shall meet to review the financial records and costs/expenses of the HCV Program, and discuss preventive measures, including cost-saving measures and spending cuts to alleviate future financial problems. If such discussions do not alleviate the financial issues caused by the below eighty percent funding proration, the Employer may contract out services in the HCV Department previously provided by AFSCME bargaining unit employees, but the Employer layoff can not exceed twenty (20%) of the

bargaining unit employees in the HCV Department at any time. This language shall not be used or interpreted as continuous in nature, if the Employer continues to receive consecutive estimates or determinations of below 80% funding proration. The Employer shall cease contracting out these services, previously provided by the AFSCME bargaining unit employees, once the funding proration is estimated or determined by HUD at eighty percent or more, and rehire employees previously laid-off due to sub-contracting/contracting out (if within two years) or alternatively, fill lost bargaining unit classification positions with new bargaining unit employees.

**ARTICLE 24  
PROTECTION OF THE BARGAINING UNIT**

24.1 The Employer agrees that vacancies in the Bargaining Unit, as defined in Article 16 of this Agreement, will not be filled by contract employees; but rather by employees covered by this Contract.

**24.1.1** The Employer shall not displace any incumbent full-time bargaining unit employee with temporary, seasonal or part-time employees.

**ARTICLE 25  
HOURS OF WORK AND OVERTIME**

25.1 The normal work week for all full time Bargaining Unit employees shall consist of forty (40) hours per week, which shall consist of five (5) consecutive days of eight (8) hours per day. All hours worked in excess of eight (8) hours in any one day or in excess of forty (40) straight time hours in one week shall be paid at time and one half the regular rate of pay.

25.2 Work performed on the sixth or seventh day of the employee's work week shall be paid at time and one half the regular rate of pay unless the employee has not worked for forty (40) hours that week. In such cases, he/she shall receive straight time for the first forty (40) hours of the week and time and one half of the regular rate of pay for the balance.

25.3 Work performed on a scheduled holiday shall be compensated at time and one half of the regular rate of pay for the holiday.

25.4 No bargaining unit employee shall be scheduled for more than twelve (12) consecutive calendar days of work without receiving a day off, unless the employee so consents.

25.5 For any shift commencing between the hours of 4:00 p.m. and 12:00 midnight, differential pay shall be \$.35 per hour. For all hours worked between midnight and 8:00 a.m., shift differential pay shall be \$.45 per hour. To the extent practicable, shift preferences shall be based upon seniority.

25.6 For purposes of calculating overtime under this Article, annual vacation leave and paid holidays shall be considered hours worked, but other leave shall be excluded. There shall be no pyramiding of overtime.

25.7 Scheduled Overtime.

25.7.1 The Employer will notify employees of scheduled overtime as soon as practicable. Any employee who has been notified to report for work outside his/her normal scheduled shift, shall, unless he/she has been subsequently notified not to report for

work, receive three (3) hours work or pay in lieu thereof. It is understood that if work is performed prior to the start of the regular work shift and continues into the regular shift, the pay rate shall revert to straight time at the start of the regular shift and shall continue at that rate for eight (8) working hours. If an employee has worked through the night on an overtime situation he/she shall have the right of working his/her next regularly assigned shift.

25.7.2 Overtime shall be equalized to the extent practicable within each work unit. Employees who normally perform the same type of work shall receive equal overtime opportunities. Each work unit shall keep lists of employees by classification and seniority. These lists shall be available at appropriate work sites January 1st of each year and updated bi-weekly thereafter. All refused overtime hours will be charged as if worked.

25.7.3 For all classifications : The first offer of scheduled overtime will be assigned within each department, in descending order of seniority by appropriate classification to perform the work, as determined by the Supervisor. If no one in the appropriate classification of the department wishes to work the overtime, the Supervisor may offer the opportunity to other qualified employees within the department, by seniority. If no one in the department wishes to work the overtime, the Supervisor may offer the work to other qualified employees outside of the department, by seniority. The Supervisor may order someone in the department to work the overtime if those he offered do not volunteer for the overtime or the work requires specific familiarity with operations in the department (as determined by the supervisor) or an emergency condition exists. If the Employer is required

to force an employee to work the overtime, the Employer will require overtime of the least senior employee within the Department who is qualified to perform the work unless such work requires specific familiarity with the operations in the department.

25.8 **Unscheduled Overtime:** If all qualified employees within a department refuse unscheduled overtime, the Employer will require overtime of the least senior employee who is qualified to perform the work.

25.9 **Maintenance Classifications:** Call backs

25.9.1 Call backs will be scheduled out of six (6) Maintenance locations:

Primary	General Services-North I	1
Primary	General Services-North II	1
Primary	General Services-South 1	
Primary	Maintenance West	1
Primary	Maintenance East	1
Primary	High-rises	1

Depending upon seasonal needs, the Primary call back may need a backup. In these instances, the following maintenance locations shall serve as backups for each other: General Services-North I and II; General Services-South and High-rises; and Maintenance West and East.

25.9.2 **Eligibility:** General and Senior Maintenance Workers are eligible for call backs. Laborers and Maintenance Aides may be called as the need arises, but will not be assigned as the Primary call back employee. Employees must be eligible drivers

under the terms and conditions of the CMHA auto liability policy to qualify for call backs.

25.9.3 Schedule: Supervisors within each maintenance location, as set forth in Section 25.8.1, shall prepare a yearly call back schedule which shall be distributed by the second week of January to all Senior and General Maintenance Workers. All Senior and General Maintenance Workers are required to serve on the call back rotation schedule. The rotation will begin with the General Maintenance Workers followed by the Senior Maintenance Workers, in the order of their seniority. An employee, with the prior approval of their Supervisor, may find a replacement or switch their call back schedule with another employee. Supervisors will not deny an employee's request to switch call-back weeks as long as the scheduled employee: (1) secures his/her replacement; (2) notifies his/her supervisor, in writing, of the switch/replacement by 4:00 p.m. on Wednesday; and (3) the scheduled and replacement employees are from the same maintenance location. The seven (7) day call back rotation begins on Friday at 4:40 p.m. and ends the following Friday at 8:00 a.m.

25.9.4 Compensation: Employees will receive a minimum of six (6) hours call back pay for their seven-day rotation. Failure to respond to a call back waives the six-hour minimum pay. In addition, the employee will receive an extra \$.45 per hour for all hours actually worked. An employee on call must respond to the call back within 20 minutes. The Supervisor will attempt to reach the employee by telephone, unless prior arrangements have been made.

25.9.5 Vehicle: The call back employee for each location will be assigned a CMHA vehicle for the call back period. The vehicle may be driven home, but

may not be used for any other purpose than to respond to the call backs. No vehicle may be driven home if the employee's residence is more than 20 miles from the location where the vehicle is to be picked up. The department director may grant exceptions as determined to be feasible. The vehicle must be returned at the end of the call back period, except in the case when the call back period ends on a holiday. In that instance, the vehicle must be returned on the next regular working day. If the employee is unable to report for work when the vehicle is due back, it will be retrieved by other CMHA personnel.

25.9.6 Unable to Respond: If an employee on call back cannot respond due to an emergency, it is the employee's responsibility to notify the on-call Supervisor immediately. If the Supervisor cannot be reached, the employee must notify the answering service.

25.9.7 For callbacks during nighttime or overnight hours, the Employer will make a good faith effort to call back two employees when deemed necessary by the on-call supervisor to do so.

## **ARTICLE 26 REST AND CLEAN UP TIME**

26.1 For all employees assigned to the maintenance classification series only there shall be two 10 minute rest periods per 8 hour shift which shall be scheduled as close as practicable to the mid-points of the first 4 hours and the second 4 hours of the shift. The 10 minute rest periods are to be taken at the job site and not to be used to leave job site.

26.2 All employees assigned to the maintenance

classification series shall receive one 5 minute clean up period immediately prior to the end of the employee's work-day. Requests for additional clean up time will not be unreasonably denied.

26.3 All employees assigned to the maintenance classification series only shall receive 40 minutes without pay for lunch. This lunch period shall be scheduled as near as practicable to the mid-point of the employee's scheduled shift. All other employees within the Bargaining Unit shall receive one hour for lunch without pay and no breaks.

## **ARTICLE 27 REPORTING ABSENCES**

27.1 It is the responsibility of the employee to notify his or her immediate supervisor of any unscheduled absence before the employee's scheduled starting time. The employee's notification requirement is satisfied by either: (1) a phone call discussion with a supervisor; (2) leaving a voice mail message on a supervisor's work phone, stating his/her name, the reason for the call-off, and the expected return to work date; or (3) sending an email or text message to a supervisor's work phone.

27.2 In the event an absence continues, the employee is required to advise his or her immediate supervisor of his or her status every day unless the duration of the absence has been arranged in advance. All such reports must be given personally by the employee if he or she is able; otherwise, notice must be given by an adult member of the employee's family or another responsible person. Failure to notify the employee's supervisor and keep the supervisor informed as required herein may be regarded as an unauthorized



absence.

**ARTICLE 28**  
**WAGES**

28.1. Each classification in the Bargaining Unit shall be assigned to a Classification Wage Group in accordance with this paragraph. The applicable Classification Wage shall be the wage rate paid to newly hired employees in the classification and to employees promoted or permanently transferred to the classification pursuant to Article 16. During the life of this Agreement, Bargaining Unit classifications shall be assigned Classification Wages grouped as follows:

<b>Classification Group 1</b>
Laundry Attendant
<b>Classification Group 2</b>
Distribution Specialist I
Janitor/Laborer
Office Specialist I
Pest Control Aide
Special Services Technician I
<b>Classification Group 3</b>
Exterminator Class I
Grounds Specialist
Maintenance Aide
Office Specialist II
Property Management Specialist I
Special Services Technician II
<b>Classification Group 4</b>
Copier Technician

Distribution Specialist II
Office Specialist III
Property Management Specialist II
Automotive Aide
<b>Classification Group 5</b>
Accounting Technician
Exterminator - Class II
Special Services Technician III
General Maintenance Worker
<b>Classification Group 6</b>
Comprehensive Grant Specialist
Housing Inspector I- Section 8
Housing Specialist - Recertification
Housing Specialist I - Section 8
Modernization Specialist I
Refrigeration Mechanic
Relocation Specialist

Security Assistant
<b>Classification Group 7</b>
Heavy Equipment Operator
Housing Inspector II -Section 8
Housing Specialist II-Section 8
Housing Specialist - Leasing
<b>Classification Group 8</b>
Automotive Technician
Lead Specialist-Section 8
Locksmith
Senior Maintenance Worker
<b>Classification Group 9</b>
Purchasing Agent
Special Services Technician IV
<b>Classification Group 10</b>
Construction Contract Administrator

**28.2 CLASSIFICATION WAGE RATES**

Effective the first full pay period following 1/01/2015, all employees in the bargaining unit will receive a 2.5% wage increase. Effective the first full pay period following 1/1/2016, all employees in the bargaining unit will receive a 2.25% wage increase. Effective the first full pay period following 1/1/2017, all employees in the bargaining unit will receive a 2.25% wage increase.

<b>CLASS</b>			
<b>GROUP</b>	<b>01/01/15</b>	<b>01/01/16</b>	<b>01/01/17</b>
GROUP 1	\$7.94	\$8.12	\$8.30
GROUP 2	\$14.09	\$14.41	\$14.73
GROUP 3	\$15.14	\$15.48	\$15.83
GROUP 4	\$16.24	\$16.61	\$16.98
GROUP 5	\$17.49	\$17.88	\$18.28
GROUP 6	\$18.79	\$19.21	\$19.64
GROUP 7	\$20.21	\$20.66	\$21.12
GROUP 8	\$21.71	\$22.20	\$22.70
GROUP 9	\$23.23	\$23.75	\$24.28
GROUP 10	\$26.59	\$27.19	\$27.80

### **28.3 PROMOTIONS**

Promotion is defined as a reclassification to a position in a higher classification group.

In no case may an employee be promoted and paid at a rate below the assigned classification wage rate. The amount of a promotional increase will be 4% of current base rate or the classification wage rate for the new classification, whichever is greater.

### **28.4 DEMOTIONS**

Demotion is defined as a reclassification to a position in a lower classification group. The wage for a demotion will normally be the effective wage rate for the classification group. On an exception basis, an employee may be demoted to a rate above the classification wage rate if deemed appropriate to maintain equity with other employees in the new classification who have the same or less seniority. However, under no circumstances may a demoted employee be paid less than the classification wage rate or more than 110% of the classification wage rate. The wage rate shall be determined by the Manager of Human Resources.

## **ARTICLE 29 CLASSIFICATIONS**

29.1 The Employer will establish and maintain a job classification plan for all positions covered by this Contract. The jobs shall be grouped such that all positions with similar duties and responsibilities are described by the same title and assigned to the same pay range. Each class of positions shall be assigned a classification number and classification title. A

specification describing the duties and responsibilities of the class and the minimum qualifications and essential functions for being employed in a position in said class will be maintained for each class of positions. Each specification shall include statements of the essential functions of the classification; essential knowledge, abilities, and skills; and the minimum training and experience required of persons who are to fill positions so classified. All such classification information mentioned shall be provided to the Union.

29.2 Each employee of the bargaining unit shall be provided with a copy of their most current job description within sixty (60) days of the signing of this Agreement. Prior to any promotion, CMHA will provide a current job description to the affected employee for the new position.

29.3 The Employer shall notify the Union Staff Representative and Local President via email addresses provided, of any change to current bargaining unit job descriptions and shall give a copy of the new job description to the Union, at least fifteen (15) calendar days before such changes are implemented. At the Union's request, CMHA will meet with the Union at least five (5) calendar days prior to implementing the new job description.

29.4 Related classifications, which form a career progression, shall be assigned to a classification series. (See Appendix I, "Classification Series"). If, during the life of this Contract, there is an additional class (as) added to a departmental classification series, the Union shall be notified of the newly modified classification series within thirty (30) calendar days and the parties shall negotiate the wage group to be assigned to the additional class (es).

**ARTICLE 30  
PAY DAYS**

30.1 Paychecks are issued bi-weekly for a fourteen (14) day pay cycle. Paychecks shall be distributed on Friday at 12:00 noon on the pay days.

**ARTICLE 31  
HEALTH INSURANCE**

31.1 The Employer will continue to offer health care coverage to all bargaining unit employees for the term of this Agreement. The employer may offer health care coverage options for employees to choose provided that it offers bargaining employees choices and coverage that is equal to that offered non-bargaining employees. As an option, the Employer will offer, for the term of this Agreement, an 80/20 health care plan that is similar to the plan that is currently in place on February 2, 2015.

If an employee chooses a high deductible health insurance plan, the Employer shall contribute the following amounts towards the employees' deductible in quarterly installments (as equally divided as possible) to be deposited into the employee's Health Savings Account:

For Family Plan: \$900.00  
For Single Plan: \$600.00

By mutual agreement, the parties may re-open contract negotiations on the health care article only.

31.2 Effective the month following contract ratification by the parties, Bargaining unit employees covered by the



Health Insurance Plan will contribute 20% of the premium. Employee premium contributions will be collected through payroll deduction on a bi-weekly basis (24 pay periods/year). The Employer will provide a copy of any notice of increases in health care premiums to the Union upon receipt.

31.2.1 Health Insurance Committee – The Employer and Union agree to establish the Health Insurance Committee for the purpose of discussing health benefits and ways of controlling health care costs.

31.3 Employees in the bargaining unit who are eligible for health insurance coverage may receive an annual cash incentive for declining insurance coverage through CMHA, provided the following conditions are met:

1. The employee must present verification of other health insurance coverage through a spouse; and

2. The employee may not re-enroll for the twelve month period unless the alternative coverage is terminated due to circumstances beyond the employee's control, specifically a spouse's loss of job, death or divorce, referred to hereafter as a life change event; and

3. Re-enrollment requests made outside of the annual Open Enrollment period are subject to the rules and determinations imposed by the insurance carrier.

The employee will receive an annual cash payment of \$300 for converting from family to single coverage.

The employee will receive an annual cash

payment of \$600 for declining all CMHA health insurance coverage.

The incentive payment will be made one year from the date the employee signs a waiver of insurance and on the anniversary date thereafter if such waiver remains in effect.

31.4 The employer reserves all rights to make changes necessary to comply with acts of legislation related to health care and to avoid costs, penalties, fines or other negative consequences associated with any ruling or action of a legislative body or regulatory agency.

**ARTICLE 32  
PENSION/RETIREMENT**

32.1 Unless exempted by law, all members of the Bargaining Unit are required to participate in the Public Employees Retirement System of Ohio (PERS) and will be governed by the rules and regulations of that system.

**ARTICLE 33  
HOLIDAYS**

33.1 There are thirteen paid holidays provided and observed as follows:

<b>HOLIDAY</b>	<b>DAY</b>
New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

If the holiday falls on a Saturday, it will be observed on Friday; if the holiday falls on a Sunday, it will be observed on Monday.

33.2 If the employee is off duty with pay on

authorized absence either the work day before or the work day after a holiday the employee will be paid for the holiday. If the employee is absent without authorization either the day before or day after a holiday the employee will not be paid for the holiday. If the employee is off without pay for any reason at least one half day on both the day before and the day after a holiday the employee will not be paid for the holiday.

If the employee is absent without leave on a holiday which the employee is scheduled to work the employee will lose both the pay for the day and the pay for the holiday.

33.3 If a holiday falls during a scheduled vacation period or while the employee is on authorized sick leave the employee will be paid for the holiday and it will not be charged to vacation or sick leave.

33.4 A new employee is paid for holidays which occur during the probation period.

#### **ARTICLE 34 VACATION**

34.1 Employees hired in the Bargaining Unit after February 28, 1992 will receive vacation with pay which accumulates during each month of service according to the following schedule:

<b>Years of Service</b>	<b>Days of Vacation</b>
0 years but less than 5 years	10 days (3.08 hours/pay period)
5 years but less than 10 years	15 days (4.62 hours/pay period)
10 years but less than 16 years	20 days (6.16 hours/pay period)
16 years or more	25 days (7.70 hours/pay period)

34.2 A month of service is defined as any calendar month in which the employee has been given service credit for at least ten days of the month. Service credit includes actual days worked, holidays and vacation days, and paid absences because of illness or injury. The basic rule for earning service credit is that the employee is being carried on the CMHA payroll and is receiving pay from the Authority.

34.3 Employees hired after April 30, 1995 who has prior service in the State of Ohio or any political subdivision thereof may not have the prior service counted as service with CMHA for the purpose of computing vacation leave.

34.4 In order to qualify for cash in lieu of vacation, Employees with less than six years of CMHA service must take at least five full days of vacation every twelve

months. Employees with more than six years of service must take at least ten full days of vacation every twelve months.

34.5 A maximum of 25 vacation days (200 hours) can be carried over into the next vacation year. The vacation year ends on the pay period closing which includes New Year's Day.

At the end of the vacation year, vacation balances which exceed 160 hours will be paid off. Cash payment for excess vacation shall be paid at a rate of one hour's pay for two hours of vacation cashed in.

34.6 When an employee separates from a job with CMHA for whatever reason any vacation leave earned but not yet taken will be paid with the exception of new employees who leave during the initial probationary period.

34.7 Should an employee die while in service, vacation leave due but not yet taken will be paid to the estate. This will not apply to new employees who are still on probation.

### **ARTICLE 35 SICK LEAVE**

35.1 Employees earn sick leave at the rate of 10 hours per month. There is no limit on the number of sick leave hours that may be accumulated.

35.2 An employee shall earn a \$200.00 sick leave performance incentive when the employee uses no sick leave days in the six month period. An employee shall earn a \$100.00 sick leave performance incentive when the employee uses two (2) or less sick leave days (16

hours) in the six month period. The first six month period will begin with pay period 1 and run through the end of pay period 13. The second six month period will begin with the start of pay period 14 and run through the end of pay period 26 (reference Appendix IV). Employees will be notified in advance of the actual start and ending dates for each calculation period.

35.3 Sick leave will be approved and used for the following reasons:

1. Illness or injury of the employee or a member of the employee's family who resides in the same household as the employee. For the purpose of sick leave, family shall mean spouse, mother, father, brother, sister or child or other person who stands in loco parentis to the employee.

2. Medical, dental, eye examination (performed by an ophthalmologist or optometrist only) or treatment of the employee or a member of the family under the age of 18 who resides in the same household as the employee. When sick leave is used for any medical, dental or optical appointment, immediately upon the employee's return to work the employee must submit a statement from the health care provider verifying the appointment.

3. When, through exposure to a contagious disease, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others;

4. Pregnancy and/or childbirth and related conditions.

For any personal illness or medical condition that

qualifies under FMLA (e.g. pregnancy, surgery) which is expected to keep the employee off work for more than five days, the employee must submit a written request for Family and Medical Leave (FMLA), in accordance with Article 36. To the extent possible, requests for FMLA must be submitted in advance to the Manager of Human Resources.

35.4 An employee's sick leave balance is reported on each biweekly paycheck.

35.5 All incidences of sick leave which are more than 3 days in duration require a doctor's statement immediately upon the employee's return to work, specifying the nature of the illness, verifying that the employee actually was seen by and received treatment from a physician and verifying the employee's inability to work for the period for which sick leave was used.

35.6 When an employee uses sick leave for an examination in accordance with Section 35.3 of this Article, a statement from the medical provider verifying the appointment must be submitted to the Supervisor with the leave request. If the need to care for a family member exceeds five working days, the employee must make a written request for Family and Medical Leave, in accordance with Article 36.

The employee is required to return to work promptly following an authorized medical/dental/optical appointment. If the employee is unable to return to work following a medical appointment, the employee must notify the Supervisor promptly, and submit a statement from the medical provider verifying that the employee was unable to return to work.

35.7 Unused sick leave shall be forfeited upon the



employee's separation from service for any reason, except that an employee taking retirement from a Bargaining Unit position with a sick leave balance shall be paid for up to 1600 accumulated hours at the rate of one hour of pay for each two hours of accumulated unused sick leave (a maximum of 800 paid hours).

35.8 Sick leave will not be earned during any month in which the employee has not achieved a month of service. A month of service is defined as any calendar month in which the employee has been given service credit for at least ten days of that month. Service credit includes actual days worked, holidays and vacation days and paid absences because of illness or injury. The basic rule for earning service credit is that the employee is being carried on the CMHA payroll and is receiving pay from the Authority.

## **ARTICLE 36 FMLA**

36.1 For any personal illness or medical condition, that qualifies under FMLA (e.g. pregnancy, surgery), which is expected to keep the employee off work for more than five (5) days, the employee must submit a written request for Family and Medical Leave (FMLA). Except in the case of an emergency, requests for FMLA must be submitted in advance to the Manager of Human Resources.

36.2 In accordance with the Family and Medical Leave Act (FMLA), the Employer provides eligible employees with up to twelve weeks of unpaid leave during any rolling twelve-month period for any of the following reasons:

1. A serious health condition that causes the employee to be unable to perform one or more essential functions of his/her position;

2. To care for the employee's spouse, child (18 years or younger) or parent who suffers from a serious health condition;

3. The birth, adoption or foster placement of a child with the employee.

An employee taking Family and Medical Leave must use any available accrued sick leave and may use vacation for leave taken because of the employee's serious health condition. The employee must use any available accrued vacation leave and may use available sick leave for leave taken because of the birth, placement or adoption of an employee's child and to care for such child or to care for the employee's spouse, child or parent who suffers from a serious health condition.

Family and Medical Leave is only available to employees who have been employed for at least twelve consecutive months and have worked at least 1250 hours during the previous twelve-month period.

36.3 Upon application for Family and Medical Leave, the employee will be notified, in writing, of policies governing the leave, reporting requirements, etc.

#### 36.4 **DONATED TIME**

All regular employees of the bargaining unit who have successfully completed their probationary period shall be eligible to donate and/or receive donated time in accordance with this section.

36.4.1 Purpose. The purpose of the donated time bank is to allow employees to assist in relieving the

hardship, which an employee may suffer as a result of an extended illness.

36.4.2 Procedure. Bargaining unit employees may donate sick leave time to the Donated Time Bank. The time donated will be converted at a rate equal to the employee's base pay rate.

Employees receiving donated time will receive time at their base pay rate. Employees are only eligible to receive donated time if they have exhausted all available leave. Employees may not receive donated time in lieu of disability retirement. Donated time does not qualify the recipient for additional vacation or sick leave accrual.

Vacation time may be donated at any time during the calendar year. Time must be donated in one hour intervals.

The bargaining unit will appoint a committee to evaluate requests for donated time and decide upon donations to be made from the Donated Time Bank. The committee will convene during non-working hours. The committee will forward their authorized requests for donated time to the Manager of Human Resources, who will verify the employee's eligibility in accordance with this Article. It is the Committee's responsibility to communicate their decisions to the bargaining unit members.

All authorization for donated time must be within the leave parameters as defined in this Article.

In no case may donated time be used to extend an employee's service date for retirement purposes.

**ARTICLE 37  
BEREAVEMENT LEAVE**

37.1 In the event of death in the family, an employee shall qualify for funeral leave bereavement leave with pay for up to three (3) consecutive work days (24 hours).

Definition of family for purpose of funeral leave is: mother, father, brother, sister, step-sibling, child, adopted child, step child, current spouse, grandparent, grandchild, parent of employee's current spouse, or other person who stands in loco parentis to the employee.

37.2 Bereavement pay will be provided to accommodate absences occurring only on regularly scheduled work days at the employee's base rate of pay. Bereavement leave will not be granted for any period during which the employee is already in an unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, voluntary unpaid leave, absence without leave).

37.3 Leave requests meeting the conditions of these sections will be approved by the employee's immediate supervisor, and, if requested, the employee shall further submit proof of death and relationship.

Request for bereavement leave with pay will not be approved for absences not taken within a seven (7) calendar day period of the date of the funeral.

Bereavement leave is available only to the extent of the employee's unused sick leave balance, and time claimed as bereavement leave will be charged to the employee's sick leave balance, but will not be counted as sick leave for the purpose of determining the

employee's eligibility for the sick leave performance incentive pay.

37.4 In the event of the death of an uncle, aunt, nephew, niece, first cousin, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, leave time with pay of up to one (1) eight (8) hour work day may be taken to attend the funeral.

## **ARTICLE 38 MILITARY LEAVE**

### **38.1 RESERVE/NATIONAL GUARD DUTY**

Regular full-time permanent employees are entitled to receive a leave of absence for military field training and/or active duty for a period not to exceed 176 hours paid time per calendar year. Leave will be granted by the department director upon receipt of appropriate military orders. Employees are responsible to submit their orders ahead of time.

The employee will suffer no loss in pay as a result of military service. Upon return to work, the employee must submit a copy of the military pay voucher. Upon receipt of the voucher, CMHA will pay the difference between military pay and the employee's regular rate of pay, if any. Alternatively, the employee may choose to request vacation leave for the military training period. If the employee uses vacation leave, the employee may also retain the military pay.

### **38.2 ACTIVE DUTY**

Employees called to active duty must submit a copy of their military orders to their department director, prior to the call up, whether the call up is voluntary or involuntary.

Upon call up to active duty, an employee is separated from CMHA employment, but retains reinstatement rights. The employee may not remain on active duty for more than four (4) years. An extension for up to one (1) additional year may be granted if the active duty is extended "at the request and for the convenience of the federal government." Active Duty Leave is unpaid.

### **38.3 REINSTATEMENT**

Whenever possible, the employee will be reinstated to a same or similar position, with no loss of seniority or pay level. The employee must step back at the precise point he/she would have occupied if he/she had not left for military service.

The employee must request reinstatement within ninety (90) calendar days following return from active duty. The employee will be reinstated within a reasonable period of time following receipt of notification.

Retirement credit for military service is handled in accordance with PERS rules governing military service.

## **ARTICLE 39 PERSONAL LEAVE WITHOUT PAY**

39.1 Upon written application specifying the reason for the request, an employee may be granted a personal leave of absence without pay, not to exceed six (6) months in duration. Such leave shall be granted at the discretion of the Employer, based upon the Employer's determination as to whether such leave can be granted consistent with the need to operate the agency

efficiently. Personal leaves of absence without pay will not be granted more than one time in three calendar years.

#### **ARTICLE 40 WORKERS' COMPENSATION**

40.1 Employees are covered by the Workers' Compensation laws for injuries incurred on the job.

An employee is required to immediately report all on-the-job injuries to the supervisor, to ensure that the employee receives proper medical attention and that the supervisor receives proper notice that the employee suffered an injury which may be covered by Workers' Compensation. If able, the employee must complete the Accident Report form and give it to the Supervisor.

40.2 If an employee misses work as the result of an on-the-job injury, the employee shall keep the supervisor informed concerning his/her anticipated return to work.

For lost time, the employee may use available sick leave for a maximum of twelve (12) weeks. If the employee receives reimbursement for lost time wages, the reimbursement check must be signed over to CMHA for buy back of sick leave used. If the amount of the reimbursement check exceeds the amount required to buy back the sick leave used, CMHA will issue a check to the employee for the difference. The employee is required to execute a written agreement to reimburse the employer for advanced sick time upon receipt of payment from the Bureau of Workers' Compensation.

At the time reimbursement is made, the purchased sick leave balance will be restored to the employee.

40.3 Following visits to the physician, the employee shall call the supervisor and update him/her on the anticipated return to work date. An updated physician's statement, with an anticipated return to work date, should be requested. These statements should be forwarded to the supervisor routinely.

40.4 If an employee files an appeal to a workers' compensation hearing decision, he or she must use vacation if the employee has returned to work, or may continue to use workers' compensation or sick leave time if the employee has not returned to work, to attend hearings.

If the Employer files an appeal to a workers' compensation hearing decision, the employee will be paid his or her regular time for attending such hearing(s).

40.5 As a condition of being able to return to work, the employee must provide the Manager of Human Resources with certification from the health care provider that the employee is able to resume work. The certification must specify work restrictions, if any. If work restrictions are listed, the statement from the health care provider must include the potential time frame for which the restrictions will be in effect. If the restrictions cannot be accommodated, the employee will not be permitted to return to work, unless transitional work is available as provided for under §40.6.

If the Employer questions a certification from the health care provider, the Employer can, at its own expense, require that the employee get a second opinion



from another health care provider of CMHA's choice, so long as the second provider is not regularly employed by CMHA.

If the opinion of the Employer-paid examination conflicts with that of the employee's physician, the parties will mutually agree on a physician to provide a third opinion, which will be final and binding. The cost for the exam will be paid in accordance with the CMHA health insurance coverage.

40.6 If CMHA can not accommodate the employee's restrictions in their current job, transitional work may be made available and the employee will be paid at their normal rate. Otherwise the employee must remain a lost time claim until the employee is issued a physician's release to return to full-duty.

#### **ARTICLE 41 JURY/WITNESS DUTY**

41.1 An employee called for jury duty, or who is subpoenaed as a witness resulting from employment with CMHA, will be compensated for the difference between his/her regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty or witness pay, an employee shall turn into the Employer a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

When the employee is called for jury duty but is excused by 1:00 P.M. or earlier in the day, the employee must return to work if scheduled to work that day.

41.2 Employees subpoenaed as a witness in a private case which does not result from their employment with the Housing Authority are not paid for such absence from work. They may keep the witness fee and may use vacation leave for such purpose.

## **ARTICLE 42 MEDICAL EXAMINATIONS**

42.1 If at any time CMHA determines that an employee's mental or physical condition poses a direct threat to the health or safety of the employee, other employees or the public, CMHA may require that the employee submit to a medical examination by a doctor selected by CMHA. If such examination is required, it shall be paid for by CMHA. The employee will not lose any regular pay he/she would have otherwise received as a result of time reasonably spent in attending the examination.

42.2 When an employee returns to work after a lengthy absence due to a serious health condition, CMHA may require that the employee submit to a fitness for duty examination by a doctor selected and paid for by CMHA, to make sure that the employee is capable of performing the essential functions of his/her job and to determine what type of accommodation, if any, is necessary for the employee to perform the job. If an accommodation(s) is necessary, the Employer will provided the accommodation in accordance with all applicable provisions set forth in the Americans With Disabilities Act (ADA). If the Employer is unable to provide the accommodation(s) as requested by the employee because the cost of the accommodation is prohibitive, then the employee will be given the option of

providing the necessary accommodation at his/her own expense.

If the opinion from the Employer-paid examination conflicts with that of the employee's private physician, the employee may request a third opinion, which will be final and binding. The cost for the exam will be paid in accordance with the CMHA health insurance coverage.

#### **ARTICLE 43 MILEAGE**

43.1 All employees required to use their automobile in the performance of their duties shall be reimbursed for such actual mileage at the IRS rate. Reimbursement shall be made to the employee within two (2) weeks following submission of the request for reimbursement

#### **ARTICLE 44 MISCELLANEOUS**

44.1 Bulletin Boards: Bulletin boards or space shall be provided for the Union at each location where there is a bulletin board for Employer use. The material will be posted by authorized Union representatives and shall relate to:

1. Union recreational and social affairs.
2. Union meetings.
3. Union appointments.
4. Notice of nominations and elections.
5. Results of elections.
6. Any other material authorized by the Local Union President.

Any material posted by the Union shall not be in bad taste.

44.2 The Employer shall provide a copy of the Collective Bargaining Agreement to all employees covered by the Collective Bargaining Agreement.

#### **ARTICLE 45 PARKING**

45.1 All Bargaining Unit Employees shall be afforded free parking at their work sites when available. AFSCME Ohio Council 8 Representatives shall be afforded free parking when available to attend scheduled meetings with management or meetings with employees on the Employer's property.

#### **ARTICLE 46 EMPLOYEE EVALUATIONS**

46.1 Performance Evaluations: An annual employee performance evaluation form will be completed for each employee. A copy of the completed annual employee performance evaluation form shall be given to the employee. At the request of the employee or his/her supervisor, a steward may be present when the employee is presented with the performance evaluation. The steward will function as a non-participating observer. Performance evaluations shall not be used as a disciplinary tool, but shall be used as an assessment of the employee's performance.

**ARTICLE 47  
NO STRIKE OR LOCKOUT**

47.1 It is understood and agreed that the services performed by the Employer's employees included in this agreement are essential to the Employer. The Union, therefore, agrees that there shall be no intentional interruption to the work for any cause whatsoever, nor shall there be any slowdown or other interference with these services.

47.2 The Employer agrees not to lockout any employees for the duration of this Agreement.

**ARTICLE 48  
LAYOFF AND RECALL**

48.1 The Employer will attempt to avoid layoffs, so long as the Employer determines that current levels of employment in the Bargaining Unit are consistent with available funding and effective and efficient operation of the agency. Should a layoff become necessary, the Employer and the Union shall meet to discuss the layoff. Such meeting shall occur within seven (7) business days of notification of layoff. The Employer retains the right to determine the circumstances that necessitate a layoff, the classifications in which layoffs occur, and other conditions of the layoff. Any layoffs shall be by reverse order of employees' seniority in accordance with the provisions outlined below and the provisions of Article 14.

Whenever it becomes necessary because of lack of work or lack of funds to reduce the work force, the Employer shall layoff in the following order:

1. Any temporary or seasonal part-time Employees within the classification shall be first to be laid off.
2. Any probationary Employees within the classification shall be next to be laid off.
3. Next to be laid off will be part-time Employees, starting with Employees with the least seniority, within the classification affected.
4. Next to be laid off will be full-time Employees, starting with Employees with the least seniority, within the classification affected.

An employee who is identified for layoff from his/her classification may displace a less senior employee in the same or lower classification pay grade within the same classification series. The employee displaced will be the least senior employee occupying a classification for which the displacing employee is qualified.

An employee's displacement rights shall be subject to the fulfillment of the qualifications for the position. Qualifications are determined by the Employer based upon reliable and applicable examinations designed to test ability to perform the regular duties of the position and review of the employee's performance evaluations.

After an employee has exercised displacement rights into the same or lower pay grade classification, he/she shall not be considered to have further displacement rights until he/she would be subject to layoff again. However, if the employee has displaced into a lower classification, and his/her former higher classification position becomes available, he/she shall

be placed back into the higher classification. If more than one employee has displaced into a lower classification and desires to move back into their higher classification, seniority will determine which employee(s) move back into that classification until the desired number of positions are filled.

5. When affected Employees have the same seniority date, layoff shall be determined by the first letter(s) of the last name starting A-Z.
6. An Employee shall have the option of either accepting work in a lower classification or accepting the layoff at the Employee's discretion.
7. In the event that an employee elects to accept a layoff and not exercise his/her displacement rights either by choice or by default, CMHA and/or its representative(s) will not challenge the Employee's right to unemployment compensation, unless the Employee refuses a recall to a full-time bargaining unit position at CMHA.

48.2 The Employer will provide at least thirty (30) days written notice of a prospective layoff to the Union and to employees who are identified for layoff. The employee shall have five (5) working days after receipt of notification to advise the Employer in writing of his/her intention to exercise displacement rights. Failure of the employee to provide such written notification constitutes a waiver of displacement rights.

#### 48.3 Recall

1. Recall of Employees on layoff status shall be in reverse order of layoff, beginning with the most senior employee laid off from the classification needed. Notification of recall shall be by certified mail

sent to the last known address of the employee, as recorded in the personnel files of the Employer, and, in addition, agrees to make reasonable efforts to notify the employee by telephone at the employee's last known number as recorded in the employee's personnel file. CMHA will also notify the Local President of this recall in writing. It shall be the responsibility of the employee to provide the Employer with written notice of his/her current address.

Either the employee or a Union representative (in the employee's absence) shall notify CMHA in writing of the employee's intent to be recalled within fourteen calendar days after receiving the Employer's re-employment notice. If the employee refuses re-employment or fails to respond in a timely manner, the employee shall lose all recall and seniority rights. It shall be the responsibility of the laid off employee to provide the Employer with written notice of any change to his/her current address.

2. Employees shall have recall rights for twenty-four (24) months from the date of the layoff. Any employee who is recalled shall not serve a probationary period upon reinstatement except where the employee was a probationary employee at the time of the layoff or the position for which an employee is recalled is different from that which the employee was displaced, in which case the probationary period shall begin anew.

3. Any employee entitled to recall under this Article shall be re-employed only if he/she is able to perform the duties of the available position. If an employee entitled to recall is unable to perform the duties of the available position, the Employer will offer the position to the next senior employee on the recall list. No new employee shall be hired into a bargaining unit classification while employees are on the recall list for



that classification unless all employees on the recall list turn down the opening or fail to timely respond to the recall notice. A recalled employee must have the ability and qualifications to perform the duties of the position.

4. Recall rights shall extend only to positions at the same pay grade or lower of the same classification series occupied by the employee at the time of layoff.

48.4

<b>Classification Series</b>	<b>Pay Grade/Group</b>
<b>Series/Title</b>	
<b>Administration</b>	
Lead Specialist	8
Housing Specialist II-Section 8	7
Housing Specialist-Leasing	7
Housing Specialist-Recertification	6
Housing Specialist I-Section 8	6
Relocation Specialist	6
Accounting Technician	5
Verification Specialist	4
Copier Technician	4
Office Specialist III	4
Property Management Specialist II	4
Office Specialist II	3
Property Management Specialist I	3
Office Specialist I	2
<b>Maintenance</b>	
Automotive Technician	8
Senior Maintenance Worker	8
Locksmith	8
Housing Inspector II-Section 8	7
Heavy Equipment Operator	7
Housing Inspector I-Section 8	6
Refrigeration Mechanic	6

Security Assistant	6
Exterminator Class II	5
General Maintenance Worker	5
Distribution Specialist II	4
Grounds Specialist	3
Maintenance Aide	3
Exterminator Class I	3
Automotive Aide	2
Janitor/Laborer	2
Distribution Specialist I	2
Pest Control Aide	2
Laundry Attendant	1
<b>Special Services</b>	
Construction Contract Administrator	10
Special Services Technician IV	9
Purchasing Agent	9
Modernization Specialist I	6
Comprehensive Grant Specialist	6
Special Services Technician III	5
Special Services Technician II	4
Special Services Technician I	2

**ARTICLE 49**  
**DURATION, MODIFICATION AND TERMINATION**  
**OF AGREEMENT**

49.1 The parties recognize that this Agreement is subject to review and approval by the members of the Cincinnati Metropolitan Housing Authority Board of Commissioners. The CMHA Board of Commissioners shall meet to approve or disapprove of the Agreement at the next scheduled Board meeting following union ratification.


49.2 This Agreement shall continue in full force and effect through and including December 31, 2017 and thereafter from year to year, unless either party gives written notice by certified mail to the other party of the proposed termination or modification of this Agreement, or of a successor agreement, not less than 90 days nor more than 120 days prior to the expiration date, December 31, 2017, or the end of any yearly renewal period subsequent thereto.

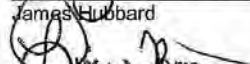
49.3 If either party gives to the other party notice of termination, modification or a successor agreement as provided above, within 30 days following receipt of such notice, the parties shall commence collective bargaining negotiations. If settlement is not reached by the expiration date of this, December 31, 2017, or the expiration of any yearly renewal thereof, this Agreement shall continue in full force and effect until the 10th day following written notice given by either party to the other party of its intention to terminate the Agreement.


49.4 The provisions contained in Section 49.3 of this Article are intended by the parties to supersede any inconsistent provisions contained in O.R.C. §4117.14(B).

Executed by the undersigned this 8<sup>th</sup> day of April 2015.

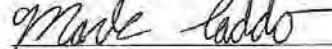
**FOR THE EMPLOYER:**


  
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James Hubbard

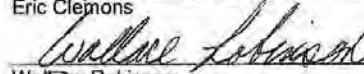
  
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Clifton Perdergrass

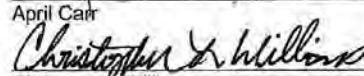
**FOR THE UNION:**

  
\_\_\_\_\_  
Mark Caddo

  
\_\_\_\_\_  
Eric Clemons

  
\_\_\_\_\_  
Wallace Robinson

  
\_\_\_\_\_  
April Carr

  
\_\_\_\_\_  
Christopher Williams