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## **Collective Bargaining Agreement**

between

**Columbus Regional Airport Authority**



and

**American Federation of State, County and Municipal Employees  
AFL-CIO, Ohio Council 8, Local 3770**



**April 1, 2020 – March 31, 2021**

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## ARTICLE 1 – PURPOSE

1.1 Agreement between Authority and Union This Agreement is made between the Columbus Regional Airport Authority hereinafter referred to as the “Authority” and Local 3770, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union.”

1.2 The Objectives of this Agreement are as Follows:

- a. To achieve and maintain a satisfactory and stabilizing employer-employee relationship and to promote improved work performance.
- b. To provide for the peaceful adjustment of differences which may arise.
- c. To attract and retain qualified employees by providing those benefits usually attainable in non-governmental employer-employee relationships.
- d. To assure the effectiveness of service by providing an opportunity for employees to meet with Administration through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the By-Laws of the Authority, Ordinances and Resolutions of the Authority Board of Directors where applicable, Rules and Regulations, State and Federal Laws, and the Constitutions of the State of Ohio and the United States of America.
- e. To insure the right of every employee to fair and impartial treatment.
- f. To provide an opportunity for the Union and the Authority to negotiate as to wages, hours and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined in Article 5.

## ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 Relation of Contract to Other Sources of Authority Nothing contained in this Agreement shall alter the authority conferred by the By-Laws of the Authority, Ordinances and Resolutions of the Authority, where applicable, Authority Board of Directors, Rules and Regulations, State and Federal laws, and Constitutions of the State of Ohio and the United States of America upon any Authority official or to in any way abridge or reduce such authority. This Agreement shall be construed as requiring Authority officials to follow the procedures, agreements, and policies prescribed herein to the extent they are applicable in the exercise of the authority conferred upon them by law.
- 2.2 Right of Authority to Manage and Direct Work Forces The management and direction of work forces in the interest of maintaining and improving efficiency in all airport operations is reserved to the Authority subject to the provisions governing the exercise of these rights as are expressly provided herein.
- 2.3 Statement of Management Rights Except as expressly limited by a specific provision of this Agreement or a Memorandum of Understanding and except as limited by the laws referred to in Section 2.1, of this Article, the Authority retains the sole and exclusive right to:
- a. plan, direct, and control Authority operations and the work of Authority employees;
  - b. hire, promote, demote, transfer (permanently or temporarily), assign, layoff, recall, and retain employees in positions within the Authority;
  - c. discipline, suspend, and discharge employees for just cause;
  - d. maintain efficiency of Authority operations;
  - e. maintain, expand, reduce, alter, consolidate, merge, relocate, transfer, or terminate work or other operations;
  - f. determine, create, maintain expand, reduce, alter or abolish the means, methods, materials, processes, procedures, products, tools, equipment, locations, or schedule of work or other operations;
  - g. determine, maintain, expand, reduce, or alter employees' compensation or benefits;
  - h. determine, create, maintain, expand, reduce, alter, or abolish new or existing jobs;
  - i. determine, create, maintain, expand, reduce, alter, abolish, and enforce rules governing employee conduct and other operations;
  - j. determine, create, maintain, expand, reduce, alter, or abolish hours, days or shifts of work;
  - k. subcontract work or other operations to outside companies;
  - l. take such other actions as the Authority may deem necessary to carry out its mission;

m. except in an emergency situation, the Authority will give fourteen (14) days' notice prior to subcontracting temporary employees so that the Union may request to discuss the decision to take such action. In the event that the Authority exercises its right to subcontract, as set forth in this Section, the Authority shall so notify the Union at least sixty (60) days prior to implementation of such contracted work. The Union may request a meeting with the President & CEO, or designee, for discussion of the subcontracting decision. The Union shall be permitted at such meeting to provide evidence that it would be more cost effective for the Authority to continue to utilize bargaining unit members to perform the work in question. If it is the decision of the Authority to continue with the subcontracting decision for the work in question after the above described procedure has been completed, or in the event the Authority sells, conveys, or leases any current operation, the Authority shall negotiate with the Union as to the effect on employees of the decision to so transfer the operation. However, such procedures shall not affect the Authority's right to sell, lease, convey, or subcontract under this Section.

2.4 Enumeration of Rights Not Exclusive The enumeration of the Authority's rights, as set forth in this Article, shall not be deemed to exclude other rights of management not specifically set forth herein, since the parties expressly agree that the Authority retains all legal rights to which it is entitled as an employer and retains all other rights not otherwise covered by this Agreement, whether or not such rights have been exercised in the past.

## ARTICLE 3 – CONTRACT MODIFICATIONS

### 3.1 Agreement Modifications and Separability

- a. Either party may exercise a request to reopen negotiations to expand, clarify, or modify provisions of this Agreement. No changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord between the parties to enter into such negotiations. To be effective and incorporated in this Agreement, any negotiated changes shall be in writing and signed by the parties.
- b. In the event of invalidation of any portion of this Agreement by a court of competent jurisdiction or operation of law, including the passage of legislation, the remainder of this Agreement or the application of such portion of the Agreement to persons or circumstance other than those as to which it has been held illegal or as to which compliance with, or enforcement of, has been restrained, shall not be affected.
- c. In the event of invalidation of any portion of this Agreement by a court of competent jurisdiction or operation of law, including the passage of legislation, the Authority and the Union shall meet to conform the Agreement to such changes in the law. Such negotiations shall not affect the enforcement or validity of any other provision of the Agreement.

3.2 Section Headings The Section Headings contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or implementation.

3.3 Memoranda of Understanding No Memorandum of Understanding shall be entered into between the Authority and the Union without the express written consent of the parties. Memoranda of Understanding agreed to pursuant to this Section shall be printed and inserted as an attachment(s) to this Agreement.

## ARTICLE 4 – NO STRIKE OR LOCKOUT

### 4.1 Duties of Parties

- a. The services performed by the Authority employees included in this Agreement are essential to the public's health, safety, and welfare. The Union, therefore, agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, sympathy strike, or other action at any time which will interrupt or interfere with the operation of the Authority. No employee represented by the Union shall cause or take part in any strike, work stoppage, slowdown, or other action, which will interrupt or interfere with the operation of the Authority. In the event of a violation of this Article, the Union agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams, and employee meetings to bring about an immediate resumption of normal work.
- b. The Authority agrees that it will neither lockout employees nor will it do anything to provoke interruptions or prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of Authority services.

4.2 Definition of "Strike" A "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown, or abstinence in whole or in part of inducing, influencing, or coercing change in wages, hours, terms, and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment, which are abnormal to the place of employment, shall not be deemed a strike.

4.3 Protection of Employees Any alleged violation of Article 4 shall be subject to immediate review at the Third Step of the Grievance Procedure as provided in Article 21.

4.4 Discipline of Striking Employees Subject to the protection provided to employees under Article 4.2, any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Authority.

## ARTICLE 5 – UNION RECOGNITION

### 5.1 Recognition

- a. The Authority hereby agrees to recognize Local 3770, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of collective bargaining in any and all matters relating to wages, hours, and working conditions of all employees in the bargaining unit, as described in Section 5.2, by virtue of the Union's status as the deemed certified bargaining agent for those employees.
- b. The Union hereby agrees to abide by the procedures and policies as set forth in this Agreement.
- c. The Union shall provide to the President & CEO, or designee, an official roster of its officers and representatives which is to be kept current at all times and to include the following:
  - i. Name
  - ii. Address
  - iii. Contact Telephone Number(s)
  - iv. Division
  - v. Immediate Supervisor
  - vi. Union Office Held

### 5.2 Bargaining Unit

The bargaining unit of employees represented by the Union shall be defined as follows:

Included: All full-time and regular part-time employees of the Columbus Regional Airport Authority including:

Airfield & Fleet Inventory Specialist  
Airfield Electrician  
Airfield Maintenance Operator  
Airport Emergency Services Specialist  
Airfield Maintenance Operator in Training  
Apprentice Building Maintenance  
Apprentice Electrician  
Apprentice Heating & AC Mechanic  
Automotive Parts Keeper  
Automotive Service Attendant  
Building Maintenance Electrician  
Building Maintenance Specialist  
Communications Technician  
Communications Assistant  
Construction Coordinator  
Crew Leader/Airfield  
Crew Leader/Building Maintenance  
Crew Leader/Airfield Electrician  
Crew Leader/Fleet Maintenance  
Crew Leader/Landscaping

Custodial Worker  
Fleet Technician  
Fuel System Specialist  
Gardener  
Ground Transportation Coordinator  
HVAC Mechanic  
ID/Security Coordinator  
ID/Security Specialist  
Inventory Technician  
Laborer  
Maintenance Painter  
Plumber  
Property and Evidence Clerk  
Public Safety Assistant  
Public Safety Technical Support  
Stockroom Attendant

The Custodial Classification shall be designated as Custodian (Female) and Custodian (Male). These shall be two separate and distinct classifications. The Authority and Local agree business necessity creates the need for this distinction and recognize this as a Bona Fide Occupational Qualification.

Excluded: All management level employees; professional employees; supervisory employees; confidential employees; casual and seasonal employees as defined by the State Employment Relations Board; employees of the Human Resources Department; employees who regularly work less than twenty (20) hours per week during the course of a payroll year and all other employees not set forth above.

If a dispute occurs between the Authority and the Union as to the inclusion or exclusion of a classification from the bargaining unit, the parties will discuss the matter and, if they are unable to reach agreement thereon, the parties will submit the matter to arbitration under Step Three of the grievance procedure contained in this Agreement. The decision of the arbitrator shall be final and binding. If the arbitrator determines the classification in dispute is to be included in the bargaining unit; the parties will meet to negotiate the rate of pay for the new bargaining unit classification.

## ARTICLE 6 – UNION REPRESENTATION/BULLETIN BOARDS

### 6.1 Bulletin Boards

- a. The Authority will erect bulletin boards for exclusive use by the Union and place them in appropriate locations. Notices shall be restricted to the following:
  - i. Notices of Union Elections;
  - ii. Notices of Union Meetings;
  - iii. Notices of Union appointments and result of Union Elections;
  - iv. Notices of Union recreational and social affairs; and
  - v. Such other notices as may be mutually agreed upon.
- b. Any change in the location of such bulletin boards shall be approved by the President & CEO and the Union President, or their designees.
- c. Notices of announcements shall not contain anything political or controversial or anything reflecting upon the Authority, any of its employees, or any labor organization among its employees. No material, notices, or announcements, which violate the provisions of this Section, shall be posted.
- d. The President & CEO, or designee, and the Union President shall be responsible for dealing with violations of this Section.

### 6.2 Representation

- a. The Union's duly constituted representative at each reporting location, subject to providing notice to his or her supervisor at the earliest possible time prior to leaving the worksite, shall have the right and duty as to employees at the reporting location to:
  - i. Represent said employees in conference with representatives of the Authority when requested by said employee(s).
  - ii. Represent said employees, when requested by such employees, in the Grievance Procedure set out in Article 21.
- b. Any alleged abuse of this Section by the Authority or the Union shall result in an immediate meeting between the President & CEO, or designee, and the Union President.
- c. Each Union representative is required to complete an official Union request for leave form to be provided by the Authority detailing: date, time, reason, and location of Union matters to maintain a record of the time spent on Union matters. This official request for leave form shall be given to the Union representative's immediate supervisor for a matter of record. Except as specifically set forth in this Agreement, the Union Representatives may not conduct Union business during their work or overtime hours. The Union representative shall notify the division or department head or designee prior to contacting any member on Authority time.

- 6.3 Solicitation of Membership Solicitation of membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned. A representative from the



Union shall be permitted to attend any established Authority orientation session for new hires into the bargaining unit for the purpose of making a presentation on behalf of the Union.

- 6.4 Union Leave (Long Term) At the request of the Union, a leave of absence without pay shall be granted to any classified employee who is a member of the Union, and who is selected for a Union office or employed by a Union for a fixed term of office, subject to the approval of the President & CEO. Such leave shall initially be limited to sixty (60) calendar days with possible extensions to one (1) year. Such service will not constitute a break in service for seniority rights or promotional examinations.
- 6.5 Union Leave (Short Term) At the request of the Union, a leave of absence without pay shall be granted to any classified employee, who is a member of the Union, to attend a convention or other similar functions of short duration subject to the approval of the President & CEO. Such leave of absence will neither affect his or her sick leave and vacation accruals, premium pay computations, and/or anniversary date for increases or seniority; nor will it constitute a break in service for computing service credits for promotional tests.

## ARTICLE 7 - UNION OFFICERS AND STEWARDS

### 7.1 Stewards

- a. The Union may select nine (9) stewards, three of whom shall be employed as Custodians. One (1) custodial steward shall be assigned to each of the three (3) shifts. In order to maintain the assignment of one custodial steward per shift, and for shift bidding purposes only, custodial stewards may exercise super seniority rights during shift bids. The Union may select a replacement when a steward resigns or is removed from his or her position as steward, or is no longer employed by the Authority.
- b. The division in which the steward works shall be his or her area of permissive activity, except that a female steward may cross division lines for the purpose of handling grievances filed by female employees which involve problems specific to females. Names of all stewards and divisions represented shall be furnished to the President & CEO, or designee, by the Union. This list shall be kept current by the Union at all times. If a steward's name is not listed, he or she will not be granted time away from his or her job. A steward and/or chief steward will be permitted to be present at grievance proceedings. In such instances, a steward and/or chief steward will be permitted reasonable time to investigate and process grievances. A grievant may request that a steward assist him or her and the steward must then inform supervision of the grievant's name and location. Time away from the job to investigate a grievance or to attend a grievance meeting shall be closely monitored by the Union for the purpose of negating or controlling abuse. A steward is to notify his or her immediate supervisor at the earliest possible time.
- c. Union business, other than that mentioned above, shall not be conducted by a steward on Authority time nor shall it interfere with the work assignment of the steward or any other employee.
- d. At least two (2) weeks prior to the first session of negotiations, the parties will meet to discuss and notify each other of the size and composition of their respective negotiation teams. No more than five (5) Union bargaining committee members, per session, who participate in negotiations with the Authority, shall be paid for time lost during their respective regular working hours to attend such meetings.

7.2 Chief Stewards The Union may select one (1) chief steward for each reporting location at which two or more stewards are assigned. Chief stewards will have the same privileges as a steward with added responsibility for all stewards assigned to the reporting location.

7.3 Access to Employees The Chief Steward, the Staff Representative, and the President or Vice President of the Union may consult employees in the assembly area before the start of and at the completion of the day's work and shall be permitted access to work areas with the approval of the President & CEO, or designee, and notification to the division/department head only for the purpose of adjusting grievances, assisting in the settlement of disputes, or carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that such access will not interfere with work assignments. Any suspected abuse of these privileges shall be resolved through a meeting of the Authority and the Union.

- 7.4 Privileges of Staff Representative, President, and Vice President The Staff Representative, the President, and the Vice President of the Union shall have the privileges accorded to a steward by this Agreement. Any suspected abuse of these privileges shall be resolved through a meeting of the Authority and the Union.
- 7.5 Proper Notification to Supervisor The privileges listed above do not authorize a Union official to be absent from his or her job or work without proper notification to the official's supervisor and the other authorization required under this Article (see Section 7.1(b)).
- 7.6 Assignment and Transfer Stewards and Union officers shall not be assigned or transferred to a new location until after agreement between the Union and the President & CEO, or designee, that suitable and satisfactory reasons exist to warrant such an assignment or transfer.
- 7.7 Administrative Leave with Pay Administrative leave with pay shall be granted for up to three (3) delegates at any one time from Local 3770 to attend Union seminars, Union conventions, or educational seminars. One (1) such delegate may be the Union President, who shall not exceed fifteen (15) days per year of such leave. Not more than a total of twenty (20) days leave shall be utilized by all other designated delegates, with not more than two (2) such delegates on such leave at one time. Such leave shall be permitted with the prior approval of the President & CEO or designee.
- 7.8 Administrative Leave without Pay The Authority will place up to two (2) full-time Union representatives on administrative leave without pay for periods not to exceed one (1) year.
- 7.9 Time Devoted to Union Matters The Union President of Local 3770, upon election to that post, will be permitted to devote as much time as needed during the workweek to Union matters upon proper notification to the President & CEO or designee. The Union President's entitlement to his or her hourly wage, fringe benefits and seniority accrual will continue as though the Union President was performing his or her normal job-related duties.

## ARTICLE 8 - DUES DEDUCTION

- 8.1 Dues Deduction The Authority agrees to deduct Union dues, initiation fees, and assessments, in the amount certified by the Union to the Authority. The deductions will be made the first pay period of each month from the pay of any employee who is a Union member, upon presentation to the payroll representative of a written payroll deduction form signed by the Union member authorizing the deduction. The Authority shall transmit such dues deduction to the Union on a monthly basis with a listing of the bargaining unit members from whom said deductions are made. The transmission of the deductions and the list may be submitted electronically.
- 8.2 The Authority shall be relieved from making individual dues deduction payments to the Union when a member: (1) resigns or is separated from Authority employment; (2) is laid off from Authority employment; (3) provides written revocation of dues deduction authorization submitted by the employee to the Authority in accordance with the Dues Deduction Card; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due; (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that all of the member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions; and (6) when the employee is no longer a member of the bargaining unit. A one-month advance notice must be given to the payroll representative prior to any change in dues deductions.
- 8.3 Fair Share Fee Deduction As a consequence of the decision in Janus v. AFSCME, Council 31, et al. (decided June 27, 2018), the Authority and the Union have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and, the Authority and Union agree that fair share fees may no longer be deducted from non-members' pay. The Authority and the Union agree further that, in the event there are changes in the law that permit the collection of fees or other financial support from non-members of the Union through payroll deduction, the Union and the Authority shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deduction.
- 8.4 Deduction Not Subject to Grievance Procedure The provisions of this Article are not subject to the grievance procedure set forth in this Agreement.
- 8.5 Union Responsibilities The obligations of the Authority in regard to the deductions of dues, initiation fees, and assessments are set forth in this Article. This Article imposes no additional obligations upon the Authority in regard to said deductions. The Union hereby agrees that it will, to the extent permitted by law, indemnify and hold the Authority harmless from any claims, actions, or proceedings by any bargaining unit member arising from deductions made pursuant to this Agreement. Once dues, initiation fees, and assessments are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 8.6 Error in Deduction It is agreed that neither a bargaining unit member nor the Union shall have a claim against the Authority for errors in the processing of dues, initiation fees, or assessments unless a claim of error is made to the Authority in writing within sixty (60) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

## ARTICLE 9 - PEOPLE CHECK-OFF

- 9.1 Deduction of Voluntary Contributions The Authority will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual authorization card voluntarily executed by the employee.
- 9.2 Contribution Amount to be certified The contribution amount will be certified to the Authority by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to the Regional Director, AFSCME/Ohio Council 8, 6800 N. High Street, Worthington, Ohio 43085. The 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.
- 9.3 Employee Right to Revoke Authorization An employee shall have the right to revoke such authorization by giving written notice to the Authority and the Union at any time.
- 9.4 Termination of Authority's Obligation The Authority's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization, upon termination of employment, or upon transfer to a job classification outside the bargaining unit.
- 9.5 Deduction Separate All PEOPLE contributions shall be made as a deduction separate from dues deduction.

## ARTICLE 10 – MAINTENANCE OF STANDARDS

- 10.1 Conditions of Employment to be Maintained The Authority agrees that all conditions of employment, in each individual operation relating to general working conditions, shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement. Any term and/or condition of employment not specifically established or modified by this Agreement shall remain within the discretion of the Authority to modify, establish, or eliminate; however, no such determination shall be implemented prior to consultation with the Union.
- 10.2 No Resolution to be Submitted No resolution dealing with negotiated wages, hours, and terms and conditions of employment shall be submitted to the Authority's Board of Directors until negotiated and approved by the Authority and the Union, with the exception of those classifications in a federally funded program wherein the imposition of federal constraints negate the bargaining process.

## **ARTICLE 11 – NO DISCRIMINATION OR COERCION**

### **11.1 No Discrimination (EEO)**

- a. The provisions of this Agreement shall be equally applied to all employees in the bargaining unit without discrimination as to age, sex, pregnancy, sexual orientation, marital or familial status, race, color, creed, religion, national origin, ancestry, disability, veteran or military status, gender identity or expression, genetic information, or political affiliation. The Union shall share equally with the Authority the responsibility for applying this provision of the Agreement.
- b. Sexual harassment shall be considered discrimination under this Article. Sexual harassment is defined by local, State, and Federal laws, and includes any unwanted sexual attention.

### **11.2 No Discrimination (Union Membership, Activity and Representation)**

- a. The Authority recognizes the right of all eligible employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Authority agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Authority against any employee because of Union membership or because of lawful activity of any member acting in an official capacity on behalf of the Union.
- b. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce any employee in an effort to recruit membership in the Union.

## ARTICLE 12 – INSURANCE

12.1 Health Insurance The Authority shall make available health, dental, vision, and prescription drug plan benefits for all full-time employees for both employee and family coverage. Employees shall become eligible for health care benefits on the first day of the month following their hire date. The Authority will provide insurance coverage as set forth in this section, subject to Section 12.5, same to that offered to all non-represented Authority employees

12.2 Life Insurance

- a. The Authority shall provide term life insurance in the amount of fifty thousand dollars (\$50,000) for all full-time employees, subject to the terms of the life insurance plan/policy.
- b. The Authority may make available an optional life insurance program to all full-time employees. Employees shall bear the full cost of all premiums.

12.3 Short Term Disability The Authority will provide a short term disability program covering full-time, non-seasonal employees, for non-work related illnesses and injuries that prevent the employee from performing the essential functions of his or her job. Employees must complete one (1) year of continuous Authority service before qualifying for this benefit. This program shall provide for payment to the employee from the twenty-fifth (25th) day of accident or illness, for a maximum of twenty-six (26) weeks, at eighty-one percent (81%) of the employee's gross wages in effect at the time, but not to exceed two thousand dollars (\$2,000) per calendar month. This payment shall be in the amount of eighty-one (81%) of the employee's gross wages in effect at the time less the disabled employee's normal deductions. Applicable Federal, State and local flat tax rates will be deducted. The employee may, if he or she so desires, elect to use all, or part of, his or her accumulated unused sick leave in order to make up any difference between one hundred percent (100%) of his or her gross wages and the amount which he or she receives under the disability program. If an employee exhausts all sick leave benefits, other approved leave may be granted by the President & CEO, or designee.

During the period in which an employee receives such payments, he or she shall suffer no reduction in paid sick leave entitlement set forth in Article 16 of this Agreement, as applicable. If, while receiving such payments, the employee performs work for the Authority or another employer, the amount of payment under the disability program, shall be reduced by the compensation, which the employee receives during that time period.

Employees should contact the Human Resources Department for instructions on how to apply. The employee receiving disability benefits is responsible for providing a current and unexpired return-to-work date and doctor's release to the Authority's third party administrator before the employee may be returned to work.

Vacation Credit Shall Not Accrue While an employee is paid disability benefits pursuant to this Article, vacation accruals shall cease. Holidays shall be paid at the disability benefit rate as set forth in Article 33.5.

Permanent Disability The Authority will comply with Federal, State and local law requiring the reasonable accommodations of employees with disabilities.



If an individual with a disability is separated from employment with the Authority and is later rehired, the employee's seniority shall include all time worked with the Authority.

- 12.4 Eligibility Except to the extent otherwise required by Federal or State law, only full-time, employees are eligible for insurance benefits.
- 12.5 Employee Contributions Employees participating in the Authority's health plan are required to make contributions towards health, dental, vision, and prescription drug plan coverage on a bi-weekly basis. Contributions shall be sixteen percent (16%) of the actual premium paid by the Authority (or premium equivalent if self-funded) for health, dental, vision and prescription drug plan coverages until the end of the plan year on April 30, 2021.
- 12.6 Employee Contributions While on Leave Employees participating in the Authority's insurance plans (including but not limited to health, dental, vision, prescription drug, and optional life) while on any unpaid leave must make the employee premium (or premium equivalent if self-funded) contributions required to keep such coverages in effect. Employee contributions must be received no later than the 15th of the month for coverage to continue in effect for the following month. Failure to continue monthly payments will result in the termination of the employee's insurance. If coverage terminates, the employee will be offered the option to participate in the Authority's Insurance Continuation Program (health coverage only), COBRA, at the employee's expense.
- 12.7 Extension of Coverage/COBRA Providing the employee continues monthly payments, insurance coverage for which the employee is eligible, will be extended ninety (90) days beyond the end of the month during which an employee's approved leave without pay or leave of absence status became effective. The employee's insurance will then be terminated with an option to participate in the Authority's Insurance Continuation Program, COBRA, at the employee's expense.

## ARTICLE 13 –EMPLOYEE ASSISTANCE PROGRAM

- 13.1 Authority to Maintain Administrative Control The Employee Assistance Program (“program”) shall be continued for the duration of this Agreement. The Authority shall maintain administrative control of the program and shall have the authority to determine program provider(s).
- 13.2 Agreement of Parties to Use Program The Authority and the Union recognize the significance of employees’ personal problems and the effect those problems may have on personal well-being and productivity. The Authority and the Union agree to utilize the Employee Assistance Program provided by the current health insurance carrier for referrals of employees with potential problems.
- 13.3 Participation Voluntary Professional assistance should be encouraged and sought by employees with problems related to stress, substance abuse, mental or emotional illness, finances, legal issues, or family crisis; however, employee participation shall be strictly voluntary.
- 13.4 Records Confidential to Extent of Law Employees participating in this program should be made aware that treatment records may be maintained and such records shall remain confidential to the full extent of the law.
- 13.5 Use of Paid Leave An employee receiving treatment authorized by the program may utilize paid leave (sick leave, vacation leave and compensatory time) where treatment is necessary during the employee’s duty hours.

## ARTICLE 14 – LIGHT DUTY ASSIGNMENTS; TEMPORARY CHANGE OF DUTY; AND TEMPORARY EMPLOYEES

- 14.1 Light Duty Assignments The Authority agrees to make reasonable effort to provide light duty assignments for employees who have sustained on-the-job injuries through the use of a return to work program. The Authority also agrees to make reasonable effort to provide light duty assignments for employees who have sustained non-work-related injuries through the use of the same procedures as the Authority's return to work program.
- 14.2 Temporary Change of Duty
- a. A temporary change of duty assignment is defined as any situation in which an employee is required to perform work that is not part of his or her job description.
  - b. Employees shall be selected for temporary duty assignments based upon their dependability and ability to perform the work of the jobs to which they will be temporarily assigned. Where ability and dependability are relatively equal, then seniority with the job classification shall control.
  - c. Employees who are temporarily assigned duties in a classification that has a lower wage rate shall retain their classification and current rate of pay.
  - d. Employees who receive a temporary assignment of this nature shall continue to accrue seniority within their current classification.
  - e. Employees in full-time, non-seasonal job classifications who are temporarily assigned duties of a classification assigned a higher wage rate, will be paid six percent (6%) above the employee's current rate for each hour worked in the higher class upon completing four (4) consecutive hours in the higher class in a workday. Working out of class assignments are not to be used in lieu of seeking approval for filling a vacant position, nor shall it be used for the sole purpose of paying an employee at a higher class in circumvention of the requirements set forth by the Authority.
  - f. A temporary change of duty assignment to fill a permanent vacancy shall not exceed one hundred twenty (120) days, unless otherwise agreed to by the parties.
  - g. When the Authority intends to fill a temporary vacancy in a bargaining unit position for a period in excess of forty-five (45) days, the Authority shall post an internal bid for the temporary change of duty. The duty announcements will be posted for four (4) calendar days by emailing either the job vacancy or the link to the job vacancy to all employees at their Authority email address. Interested employees must submit a notice of interest to the Human Resources Department.
- 14.3 Temporary Employees Temporary employees shall not be utilized to fill a permanent vacancy to perform bargaining unit work in excess of one hundred eighty (180) days.

## ARTICLE 15 – INJURY LEAVE & WORKER’S COMPENSATION CLAIMS

- 15.1 Injury Leave with Pay All employees shall be allowed injury leave with pay up to a maximum of four hundred eighty (480) hours per calendar year for on-the-job injuries, not to exceed a total of nine hundred sixty hours (960) per injury. The Authority will pay injury leave from the date of the initial injury until its third-party administrator makes a determination on the allowance of that claim. If allowed, injury leave will continue until the employee begins to receive payments in lieu of wages related to the Ohio Bureau of Worker’s Compensation claim. Additional allowances and requests for additional allowances or requests for treatment in a claim do not entitle an employee to additional periods of injury leave.

Occupational illnesses arising out of job-related events shall be treated as injury leave under this paragraph 15.1.

- 15.2 Report of Cause of Injury Injuries must be reported to the employee’s immediate supervisor no more than twenty-four (24) hours after such injury is known. A report of the cause of all injuries signed by the employee’s immediate supervisor shall be submitted to the Human Resources Department within twenty-four (24) hours of the date the injury is reported by the employee to his or her immediate supervisor.

15.3 Worker’s Compensation Claims

- a. Conditions of Leave/Return to Work No employee shall be returned to work without the written approval of an attending physician. If in the judgment of the third-party administrator the injury is such that the employee is capable of performing his or her regular duties or light duties during the period of convalescence and the Authority determines such work is available, the employee will be required to return to work. No injury leave payments shall be made to any employee who is working for another employer: (1) during the employee’s regular Authority shift; or (2) where such work involves or requires the performance of the same or similar duties as those regularly performed by the employee for the Authority; or (3) where such job involves duties and/or physical demands the performance of which would conflict with the injury/medical condition allowed. Whenever an employee is required to stop working because of an injury or occupational illness, the employee shall be paid for the remaining hours of that day or shift at the employee’s regular rate, and such time shall not be charged to leave of any kind.
- b. Time Off for Medical Examinations Pursuant to rules established by the Authority, time off for the purpose of medical examinations, including examinations by the Bureau of Worker’s Compensation, and/or treatments for approved claims resulting from an injury occurring during any period of time an employee was in paid status and performing services for the Authority required by his or her employment, shall be charged to injury leave. A maximum of four (4) hours of injury leave shall be allowed per scheduled physician’s appointment and/or treatment resulting from an approved claim. The President & CEO, or designee, may approve an employee’s request for injury leave of greater than four (4) hours for a scheduled physician’s appointment for treatment resulting from an on-the-job injury, if the President & CEO, or designee, determines that such request is supported by medical documentation. However, such medical documentation must be submitted to the President & CEO, or designee, by the employee prior to such appointment and/or treatment in order to be considered.

- c. Benefits to Continue While an employee is on approved injury leave with pay, sick and vacation accruals, PERS contributions and all employee benefits shall continue uninterrupted, and the Authority shall maintain applicable insurance benefits for the employee until such time as the employee returns to duty or is terminated from employment. Upon proof that an employee is receiving payments in lieu of wages, related to the Ohio Bureau of Worker's Compensation claim sick and vacation accruals and all applicable insurance benefits shall continue uninterrupted until the employee returns to duty or is terminated from employment.

## ARTICLE 16 – SICK LEAVE

- 16.1 Each full-time employee shall accrue sick leave with pay of 4.62 hours for each completed pay period; provided, however, that no sick leave shall accrue in any pay period in which an employee is in unpaid status for more than eight (8) hours of regularly scheduled work. For employees assigned to work a four (4) day, ten (10) hour work week, no sick leave shall accrue in any pay period in which an employee is in unpaid status for more than ten (10) hours of a regularly scheduled work week. Employees may accumulate a sick leave balance of no more than seven hundred twenty (720) hours. Any sick leave balance in excess of seven hundred twenty (720) hours shall become void as of the close of business on the last day of the last payroll period in December of each year, after sick leave reciprocity has been administered and paid in accordance with paragraph 16.4 below.

Eligibility for sick leave accrual with pay shall begin upon completion of the first full pay period after the employee's hire date. No unearned sick leave may be granted to any employee. When an employee is required to report to work and does so report but is denied work because of circumstances beyond the employee's control, absence from work the balance of that day shall not be considered as unpaid work status for the purposes of this Article.

### 16.2 Eligible Uses and Procedures

- a. Sick leave with pay shall be allowed for full-time employees in the following situations:
- i. Illness of, or injury to the employee, whether work or non-work related.
  - ii. Physical, dental, or mental consultation or treatment of the employee by professional medical or dental personnel, whether work or non-work related.
  - iii. Sickness of a spouse, domestic partner, child, step-child and, upon prior approval of the President & CEO, or designee, a family member who is dependent for his or her health and well-being on the employee.
  - iv. Quarantine because of contagious disease. The President & CEO, or designee, shall require a certificate of the attending physician before allowing any paid sick leave under this Subsection.
  - v. Maternity, paternity, and adoption leave for employees.
  - vi. Death of immediate family member for up to five (5) days per instance over a nine (9) calendar-day period. For the purposes of this Subsection, immediate family shall be defined as including the employee's: spouse, child, step-child, brother, sister, parent, grandparent, grandchild, father- or mother-in-law, son- or daughter-in-law, brother- or sister-in-law, step-parent, step-sibling, a legal guardian or other person who stands in the place of a parent.
- b. Sick Leave, when used, shall be paid at an hourly rate equal to the employee's regular straight time wage in effect at the time of the usage and in the smallest increment permissible by the payroll system, not greater than one tenth (1/10) of an hour.

- 16.3 Abuse of Sick Leave The Authority will not tolerate and the Union will not condone abuse of sick leave. Any use of sick leave for reasons other than the situations listed in Section 16.2(a) above, will be considered sick leave abuse and will subject the employee to disciplinary procedures.

- a. In cases of suspected abuse, as determined by the President & CEO, or designee, evidence as to the adequacy of the reason(s) for an employee’s absence may be required to justify sick leave use. For the purpose of this Section, evidence as to the adequacy of the reason(s) for an employee’s absence (both for illness of the employee, or the employee’s immediate family) is defined as a certificate from a medical provider stating that the employee or family member sought and received treatment and the expected length of absence. Failure to provide the required documentation upon return to work shall be cause for discipline, up to and including termination from employment with the Authority. Falsification of such certificate shall be grounds for disciplinary action up to and including termination.
- b. Employees are encouraged to schedule doctor and/or dental appointments during off-duty hours whenever possible. When it is necessary to schedule a doctor and/or dental appointment during regular working hours, the employee is expected to return to work at the end of his or her appointment if time permits. For non-emergency appointments, the employee will schedule time off for the appointment through the Authority’s time-keeping system for the supervisor’s approval as soon as practical after the appointment is scheduled. The request for time off should list the time estimated to be needed for the appointment, but will be adjusted after the appointment to reflect actual time taken off.
- c. Employees using three (3) or more consecutive days of sick leave may be required, upon request of the Authority, to provide documentation, signed by the medical provider, that the employee or the employee’s family member received medical treatment during the absence for the illness.
- d. The President & CEO, or designee, may require the employee to be examined by a licensed physician identified by the President & CEO, or designee, for purposes of fitness for duty. Failure to submit to the examination shall constitute grounds for disciplinary action.
- e. Absences due to illnesses or injuries which qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee’s attendance record. Medical documentation within the guidelines of the FMLA shall be required in these instances.

16.4 Sick Leave Reciprocity

- a. Entitlement During January of each year, each employee has the option of receiving payment in cash for all or part of unused sick leave hours at the end of the preceding payroll year, provided such employee was entitled to sick leave benefits during all of the twenty-six (26) pay periods of the previous year and is in paid status or on authorized unpaid leave, based on the following calculation table:

**Cash Benefit Calculation Table**

<b>Sick Leave Taken</b>	<b>Cash Benefit</b>
0-40 hours	Paid 100% of remaining 120 hours
>40 hours	No payment

Any disallowance of sick leave credit as provided for in Article 16.1, above, and any hours paid on disability or injury leave will be considered as hours of sick leave taken during the

year for the purpose of computing paid sick leave hours available to an employee under the reciprocity plan.

- b. Procedures The payment will be at the employee's hourly rate in effect as of the final pay period of the payroll year preceding payment. The period to be utilized in calculating sick leave reciprocity benefits shall be the payroll year for which payment is to be made.
- c. Effect on Unused Sick Leave The number of reciprocity hours paid to each employee will be subtracted from his or her total accrued unused sick leave. The remainder of the employee's unused sick leave will be carried forward each year as his or her current sick leave account subject to the sick leave balance outlined in Section 16.1 of this Article.
- d. An employee who is eligible to participate in the provision of this Section is limited to and must elect only one (1) of the following options:
  - i. Not to participate in any of the provisions
  - ii. To participate solely in the provisions of Paragraphs a, b and c of Section 16.4

#### 16.5 Current Sick Accruals While in Authority Employ

An employee who is separated from Authority service through discharge, resignation, retirement or layoff may elect to receive pay for sick leave accumulated, but unused, while in the employ of the Authority or to transfer said sick leave to another governmental unit, provided such election is made within a period of not more than one (1) year after separation from employment.

If an employee elects to receive a lump-sum payment, said payment shall be computed as follows:

One (1) hour of pay for each four (4) hours of sick leave that has been accumulated, but unused, while in the employ of the Authority, for all accruals up to and including seven hundred twenty (720) hours.

- 16.6 Certified Sick Leave From Other Governmental Units Employees who have been employed by the State of Ohio or any political subdivisions, shall be credited with any certified, unused and unpaid accumulated sick leave earned in such service provided employment with the Authority occurs within ten (10) years after leaving such service. Such unused balance shall then be subject to all provisions of this Article, with the exception of Section 16.5.

For any employee hired or entering the bargaining unit on or after April 1, 2005, all Authority earned paid leave must be exhausted before sick leave that is credited from another entity can be used.

For any employee hired or entering the bargaining unit on or after August 1, 2017, the Authority will not credit any sick leave earned while the employee was employed by the State of Ohio or any other political subdivision.

- 16.7 Death while in Paid Status If an employee dies while in paid status, the employee's sick leave that has been accumulated, but unused, while in the employ of the Authority, shall be paid to the employee's designated recipient as previously filed with the Human Resources Department. In the event that the employee has no surviving designated recipient, or has no designated



recipient listed, any such sick leave shall be paid pursuant to Section 2113.04, Ohio Revised Code. Such payment shall be made at the rate set forth in Section 16.5.

## ARTICLE 17 – CATASTROPHIC LEAVE

- 17.1 Donation of Unused Sick Leave In cases of personal hardship to a bargaining unit employee, or member of an employee's immediate family, brought on by catastrophic illness or injury, where the employee exhausted all accumulated, unused paid leave as a result of the catastrophic illness or injury, the Authority and the Local may, but are not required to, enter in an agreement pursuant to the following guidelines to assist the affected employee through the donation of accumulated, unused sick leave by other bargaining unit employees who volunteer to do so. Any decisions made by the Authority and the Local in conformance with this section shall be final, and the same shall not be subject to the grievance and arbitration procedure.
- 17.2 Meaning of "Catastrophic Illness or Injury" For purposes of this Agreement, the term "catastrophic illness or injury" shall include only those illnesses or injuries that are non-occupational illnesses or injuries, calamitous in nature and constituting a great misfortune. The "catastrophic illness or injury" must be unusual, extraordinary, sudden and an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight.
- 17.3 Review of Requests for Additional Paid Leave The Chief People Officer, or designee, and one representative designated by the Local will meet to review requests for additional paid leave under this Section. Any decision following this review shall be final, and it shall not be the subject of a grievance or arbitration.
- 17.4 Information Required on Application Applications for catastrophic illness or injury sick leave donation must be submitted to the Chief People Officer, or designee. Applications will include, but not be limited to the following information:
- a. the nature of the claimed catastrophic illness or injury;
  - b. for whom the application is being submitted;
  - c. documentation of physician(s) diagnosis and prognosis of the catastrophic illness or injury;
  - d. projected date of return to duty;
  - e. explanation of previous leave usage; and
  - f. any other pertinent information the applicant can submit to the committee for its consideration.
- 17.5 Conditions for Receipt of Donated Time Bargaining unit members who apply for donated leave:
- a. may not receive donated time in lieu of disability retirement;
  - b. may not receive donated time to cover requests for injury or disability leaves which have been denied by the Authority;
  - c. must use any vacation and/or sick leave accrued during one pay period while utilizing any amount of donated leave in the following pay period before additional donated leave is used;

- d. bargaining unit members will be allowed only two (2) requests for donated leave during their entire tenure with the Authority;
- e. donated time shall be paid out at the lower rate of either the recipient bargaining unit member who is injured or ill, or the donor;
- f. must have served one (1) year of continuous service with the Authority to be eligible for donated leave;
- g. must have medical documentation to verify the expected leave of absence will be more than sixty (60) days;
- h. must have used all available sick leave, vacation leave, compensatory time, and the floating holiday, and;
- i. may not use donated time to supplement approved disability leave.

17.6 Conditions for Donating Time Bargaining Unit members who donate time:

- a. must donate on a voluntary basis;
- b. must maintain a bank of eighty (80) sick leave hours;
- c. must understand any and all donated time will not be returned if utilized by the donee;
- d. if the donee returns to work and has not utilized all available donated time, the remaining time shall be returned to all donors on a prorated basis.
- e. must donate a minimum of one (1) work day and thereafter, in increments of one (1) work day;
- f. must complete the Donor's Certification Form available from the Human Resources Department and return the Donor's Certification Form to the Human Resources Department for review and approval prior to the donated time being deducted from the donor's available balance.

17.7 Situation Not Covered Should a situation arise that is not covered by this Article, the individuals identified in Section 17.3 will meet to discuss the issues(s).

## ARTICLE 18 – WORK RULES

- 18.1 Establishing The Authority will establish work rules; such rules shall not be in conflict with this Agreement. Such rules shall be uniformly applied and any work rules made by individual departments or divisions shall not be in conflict with the work rules of the Authority.
- 18.2 Posting When existing work rules and/or personnel policies are changed or new work rules and/or personnel policies are established, the Authority shall furnish the Union President with a copy of the changed or new rule at least fifteen (15) days prior to the effective date. In an emergency situation, the Union will be given immediate notice of the affected changes. The changed or new work rule or personnel policy shall be posted on the Authority's intranet site and employees notified seven (7) consecutive days before becoming effective, unless an emergency situation requires work rules or personnel policies to be effective immediately.
- 18.3 Notification The Authority will furnish each member of the bargaining unit with a copy of all work rules within thirty (30) days after they become effective. New employees shall be provided with a copy of the work rules at the time of hire.
- 18.4 Enforcement Employees shall comply with all work rules. Such rules shall be uniformly applied and uniformly enforced.
- 18.5 Grievance Any unresolved complaint as to the reasonableness of any new or existing work rule, or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the grievance procedure as outlined in Article 21.

If a grievance concerning the unreasonableness of a new or existing work rule results in a modification or elimination of that work rule, the employee shall be made whole for any and all actions taken as a result of an infraction of that work rule.

## ARTICLE 19 – TARDINESS/ABSENCE CALL-IN PROCEDURES

19.1 Call-In Procedures In the absence of a reasonable excuse as determined by the Chief People Officer or designee, the failure of any employee to report or to cause himself or herself to be reported late or absent in any Authority operation with three (3) shifts at least one (1) hour before the employee's normal scheduled starting time, shall constitute and be reported as an absence without leave for all scheduled hours which were not worked. All other employees shall report or cause themselves to be reported late or absent thirty (30) minutes prior to their regularly scheduled starting times, or at their regularly scheduled starting times, depending upon the reporting procedures established at their work locations. An employee's failure to report or cause himself or herself to be reported at the specified time above shall constitute and be reported as an absence without leave for all scheduled hours which were not worked.

19.2 Use of Vacation or Compensatory Time to Cover Lateness If any employee calls-in to report being late for work following the procedures in Section 19.1, the employee may request vacation or compensatory time or unpaid leave to cover the period of lateness.

If the employee arrives at work after the regularly scheduled start time, the employee may request vacation or compensatory time be used to cover the absence, if there is a reasonable excuse for the tardiness.

The use of unpaid leave or vacation or compensatory time does not negate the disciplinary procedures of Section 19.4, below.

19.3 Impossibility of Call-In The above provisions will not apply where it is impossible for the employee to comply, provided that the employee will then report or cause himself or herself to be reported at the earliest opportunity followed by an acceptable written explanation.

### 19.4 Tardiness

- a. Employees are required to be punctual at all times.
- b. For purposes of this Section, employees are tardy if they are not clocked in at the start of their scheduled shifts and resulting disciplinary action will be established as follows:
  - i. Employees who are tardy three (3) workdays within a thirty (30) day period shall receive a written reprimand.
  - ii. Employees who are tardy four (4) workdays within a thirty (30) day period shall receive a two (2) workday suspension from paid status.
  - iii. Employees who are tardy five (5) workdays within a thirty (30) day period shall receive a ten (10) workday suspension from paid status.
- c. In cases where the progressive disciplinary actions described above fail to correct an employee's pattern of chronic tardiness, the President & CEO, or designee, may impose additional discipline.
- d. Employees who park in a remote lot and ride to their place of work on a shuttle bus, shall not be considered tardy if they arrived in the remote lot at least twenty (20) minutes prior

to the start of their shifts and were unable, due to either traffic congestion or shuttle scheduling problems, to clock in on time.

## 19.5 Absenteeism Policy

### a. Definitions:

- i. Occurrence: Any absence from work of one (1) or more consecutive days for any reason. Occurrence does not include:
  - Sick time used for bereavement for the death of an immediate family member in accordance with Section 16.2(a)(vi);
  - When an employee works a partial day;
  - Compensatory time;
  - Vacation;
  - Jury duty leave;
  - Union leave;
  - FMLA leave; or
  - Up to three (3) doctors' appointments in a rolling 12-month period during working hours.
- ii. Partial Day: half or more of his or her scheduled shift and then uses accrued sick leave for the remaining portion of the shift, this is also not an occurrence.
- iii. Point: The value assigned to an occurrence. For the purpose of this policy, the following point values shall apply:
  - 1 point (1.0) =
    - For each occurrence; and
    - Each day that an employee improperly calls in and does not report to work.
  - 2 points = each day the employee fails to call in and fails to report to work and is not on any type of approved leave.

### b. Point Schedule: The following point schedule shall define the disciplinary process:

- i. Four (4) Points – The fourth (4th) point within a rolling 12-month period will initiate the progressive discipline process, and the employee will receive a documented verbal warning. After review with the employee, the supervisor shall forward the signed copy to the Human Resources Department to be included in the employee's permanent personnel file.
- ii. Five (5) Points – The fifth (5th) point within a rolling 12-month period will continue the progressive discipline process and the employee will receive a written reprimand. The signed written reprimand will be placed in the employee's permanent personnel file.
- iii. Six (6) Points – The sixth (6th) point within a rolling 12-month period will continue the progressive discipline process and the employee will receive a final written reprimand. The signed final written reprimand will be placed in the employee's permanent personnel file.

- iv. Seven (7) Points – The seventh (7th) point within a rolling 12-month period will result in the final step of the progressive discipline process and the employee will be discharged from employment for excessive absenteeism.

19.6 Provisions to Apply Equally The provisions of this Section shall be equally applied to all bargaining unit members within an operating unit.

## ARTICLE 20 – CORRECTIVE ACTION PROCEDURES

- 20.1 Expectations/Just Cause It is the expectation of the Authority that all employees shall conduct themselves in a professional and business-like manner and have full accountability and responsibility for their work performance. Employees may be disciplined for just cause, examples of which may include, but are not limited to: incompetence, inefficiency, dishonesty, insubordination, alcohol and/or drug abuse, immoral conduct, discourteous treatment of the public, neglect of duty, violations of established work rules, tardiness, and abuse of sick leave.
- 20.2 Corrective Action/Progressive Discipline Corrective action may include: documented verbal warnings, written reprimands, suspensions (without pay), reduction in pay or position, and discharge from employment. Corrective action will normally be applied in a corrective, progressive and uniform manner. The severity of the corrective action will be proportional to the seriousness of the offense and take into account the employee's past disciplinary record, and the employee's record of performance and conduct.
- 20.3 Administrative Leave Should the Authority decide it is necessary, it may place the employee(s) on administrative leave with pay pending the outcome of an investigation and the disposition of a pre-disciplinary conference and the charges. Administrative leave shall not constitute corrective action.
- 20.4 Investigations
- a. The parties acknowledge that the Authority may conduct such investigations as it deems necessary or desirable in order to determine if charges may be brought. The Authority will make every attempt to investigate possible charges as soon as possible. Said investigation will be concluded within thirty (30) days of the Authority gaining knowledge of an event or incident that may result in disciplinary action being brought against a bargaining unit employee. Employees are encouraged to cooperate fully in such investigations and refusal to answer questions may be treated as insubordination. An employee may request Union representation during such investigation if he or she believes that such investigation may result in corrective action for the employee. If an investigation warrants a documented verbal warning or written reprimand, the corrective action may be handled at a departmental level. For alleged violations of Article 19, the investigatory meetings will satisfy the need for a pre-disciplinary meeting under Sections 20.5 and 20.6.
  - b. After an investigation is completed, the President & CEO or designee will notify the Union in writing of the results of the investigation and recommended discipline for cases which may result in a suspension without pay, reduction in pay or position, or termination of employment within fourteen (14) days of completion of the investigation.
  - c. Employees whose cases are recommended for discipline which may result in a suspension without pay, reduction in pay or position, or termination of employment have a right to a pre-disciplinary conference.
- 20.5 Right to Pre-Disciplinary Conference A pre-disciplinary conference will be scheduled and held within fourteen (14) days after the Authority provides written notice to the Union as provided in Section 20.4(b), above. Such conference shall afford the employee an opportunity to offer an explanation of the alleged conduct and present any testimony, witnesses, documents, or other



evidence relevant to the matter at hand. It is the employee's responsibility to notify any witnesses who will be attending the conference at least twenty-four (24) hours in advance. The Human Resources Department must also be notified of the names of any witnesses at least twenty-four (24) hours prior to the conference. Witnesses called at the request of the employee or Union shall be paid only for time lost during their working hours to attend such conference.

An employee may waive his or her right to a pre-disciplinary conference by submitting a signed written waiver to the Chief People Officer or designee, and the Union.

20.6 Pre-Disciplinary Conference Procedures The pre-disciplinary conference shall be conducted by the Chief People Officer or designee. The employee and the Union shall be notified regarding the time and location of the meeting no less than forty-eight (48) hours in advance. Verbal explanations of the charges previously sent to the Union shall be made in the presence of the Local Union representative(s) if the employee requests the presence of a Local Union representative(s). The time for the conference may be extended for an additional forty-eight (48) hours if no Local Union representative is available, after which time the conference may be held with the employee only. In the event an employee does not request Union representation, a representative of the Union will be permitted to attend the conference as an observer.

20.7 Notification of Corrective Action Within fourteen (14) days of the scheduled pre-disciplinary conference, Chief People Officer, or designee, shall provide a written notice of action to the employee and the Union.

All corrective actions, with the exception of documented verbal warnings and written reprimands, shall be approved by the President & CEO, or designee. The order for corrective action shall be signed by the President & CEO, or designee and copies shall be provided to all interested parties including the employee and the Union.

20.8 Exceptions/Extensions to Time Deadlines

- a. The time constraints of this Article shall not be applicable to investigations of criminal conduct.
- b. Time limits may be extended by mutual agreement of the parties.

20.9 Grievances An employee may grieve documented verbal warnings and written reprimands but may not appeal them to the arbitration step. Violations of administrative procedures and time constraints as provided in this Article may be processed at the Third Step of the Grievance Procedure.

20.10 Personnel File Employees are permitted to review their personnel files within a reasonable time upon request to the Chief People Officer, or designee.

20.11 A corrective action, regardless of the nature thereof, shall remain part of an employee's personnel record for a period of two (2) years from the date on which the corrective action was taken. After the expiration of that period, corrective action shall not be used as a basis for any further corrective action.

## ARTICLE 21 – GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURES

- 21.1 Purpose The prompt presentation, adjustment and/or answering of grievances is in the interest of sound relations between employees and the Authority. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities on the parts of representatives of each party to protect and preserve the Grievance Procedures as an orderly means of resolving grievances.
- 21.2 Definition A grievance is any unresolved question or dispute regarding the conditions of employment and/or concerning the interpretation or application of this Agreement between the Authority and the Union, or between the Authority and an employee or group of employees. If a Union or group grievance is filed, all adversely affected employees must be identified when the grievance is filed. All grievants will be bound by the outcome of the grievance.
- 21.3 Use of Mediation The parties may mutually elect to employ a mediation process to resolve issues otherwise subject to arbitration.
- 21.4 Qualifications
- a. Grievances can be initiated by the Union, or by an aggrieved employee or group of employees. A grievance of an individual or group nature must be processed through an oral discussion between the aggrieved employee(s) and the immediate supervisor and/or manager.
  - b. A policy grievance that affects a number of employees may initially be presented by the Union at Step 2 of the Grievance Procedure.
  - c. A written grievance must be presented within fourteen (14) days after occurrence of the grievance. If a written grievance is not presented within fourteen (14) days after the occurrence of the event, it will be considered not to have existed.
  - d. If the employee and/or Union fail to exhaust their remedies under the Grievance Procedure or to abide by the time limits with respect to each step as outlined below, the grievance shall be presumed to be abandoned unless a written waiver is signed by the Authority. However, if the Authority fails to respond to the procedures in Section 21.5, below, the grievance will be resolved in favor of the grievant.
  - e. The time limits prescribed in the following steps in this Article may be extended at any time by mutual consent of the parties involved. Similarly, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent must be indicated in writing and signed by both parties involved. Unless otherwise stated, days as specified herein shall be calendar days.
  - f. Every manager has the responsibility for adjudicating grievances pursuant to the provisions of this Article. Such responsibility shall prevail only over those employees assigned to that manager.
  - g. Time Off for Presenting Grievances An employee and his or her steward or other Union representative shall be allowed time off from regular duties with pay for attendance at

scheduled meetings under the Grievance Procedure with proper notification to their respective supervisors. The steward or other Union representative shall have adequate time with pay for a proper investigation of each grievance. Employees shall not prepare or investigate grievances during working hours except as otherwise specifically provided in this Agreement.

## 21.5 Steps

The following procedures shall be followed in the processing of a grievance.

- a. Step 1: A grievance shall be reduced to writing by fully completing the grievance form within fourteen (14) days of the occurrence of the grievance. The grievance shall be dated and signed by the employee and his or her steward and filed with the employee's supervisor by the steward. The immediate supervisor and his or her manager shall meet with the employee and the steward within seven (7) days after receipt of the written grievance. The manager shall give a written answer to the employee and the steward within seven (7) days after the Step 1 meeting.
- b. Step 2: If the grievance is not satisfactorily settled at Step 1, the Union may, within seven (7) days after receipt of the Step 1 answer, appeal the grievance to the President & CEO, or designee. If the Union does not refer the grievance to Step 2 in a timely manner, the grievance shall be considered to be satisfactorily resolved. The President & CEO, or designee, shall meet with the employee, Union representative(s), and management representative(s) directly involved in the grievance, within fourteen (14) days after the receipt of the Step 2 grievance. At such meeting the employee may present any testimony, witnesses, documents or other evidence relevant to the grievance. The Authority and the Union may mutually agree to limit the number of witnesses physically present during the Step 2 hearing. If so, written statements from the witnesses will be accepted in place of their live testimony. It is the employee's responsibility to notify any witnesses that their attendance is desired and notify the Authority of the witnesses who will be attending the meeting at least twenty-four (24) hours prior to such meeting. The President & CEO, or designee, shall give a written answer to the employee and the Local Union President within fourteen (14) days after the meeting. If the Union does not refer the grievance to the Third Step of the procedure within fourteen (14) days after receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.
- c. Step 3: If the grievance is not satisfactorily settled at Step 2, the Union may, within fourteen (14) days after receipt of the Step 2 answer, submit the issue to arbitration by notifying the Authority in writing of the Union's intent to submit the grievance to arbitration. After receipt of a request to arbitrate the grievance from the Union, the parties may mutually select an arbitrator or strike arbitrators from a panel of seven (7) labor arbitrators supplied by the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS). Either the Authority or the Union may reject an entire panel once and request a new panel. The arbitrator shall be notified of his or her selection by a joint letter from the Authority and the Union requesting that the arbitrator set a date and time for the hearing subject to the availability of the Authority and the Union representatives. Within thirty (30) days of the appointment of the arbitrator, the parties shall select a date for the arbitration. All arbitrations shall be held at an Authority facility. The fees and expense of the arbitrator shall be borne equally by the Authority and the Union. In the event a grievance is submitted

to arbitration, the arbitrator shall have the jurisdiction only over grievances as to the interpretation of, and/or compliance with, the provisions of this Agreement and, in reaching his or her conclusions, the arbitrator shall have no authority to modify, in any way, any of the provisions of this Agreement. The arbitrator's decision shall be final and binding upon all parties subject to the provisions of Section 2711, Ohio Revised Code.

- 21.6 Time Off for Presenting Grievances The aggrieved employee, Union president and any employee witnesses will be excused from their regular duties during their participation in the hearing if the hearing is held during their regularly scheduled hours of work. In no case will an employee receive payment for participating in an arbitration proceeding that is held outside of his or her regularly scheduled hours of work. The Authority shall not incur any overtime expense as a result of this provision.
- 21.7 Grievance Settlements to be Final All grievance settlements reached at Steps 1, 2, and 3 by the Union and the Authority shall be final, conclusive and binding on the Authority, the Union, and the employees.
- 21.8 Withdrawal of Grievance A grievance may be withdrawn by the Union at any time from the Grievance Procedure, and the withdrawal of such grievance shall not be prejudicial to the positions taken by the parties as they relate to any future grievances.
- 21.9 Grievance of Termination of Employee Any grievance involving the termination of a bargaining unit employee may be filed at Step 2 of the grievance procedure.

## ARTICLE 22 – SENIORITY

- 22.1 Seniority of Probationary Employees New hires shall have no seniority during their probationary periods of employment but, after completion of their probationary periods, their seniority dates shall be the date of hire, which was used to compute their probationary periods.
- 22.2 Accumulation of Seniority While Disabled An employee, who is unable to work because of a work related illness or injury, shall accumulate seniority during this period of work related illness or injury, not to exceed two (2) years duration. During this period of illness or injury, should circumstances warrant, the Authority may require a formal hearing to determine the employee's ability to perform his or her job duties.
- 22.3 Classification Seniority for Vacation Scheduling The determination of preferences for the purpose of scheduling vacations shall be based upon classification seniority within the operating unit.
- 22.4 Role of Seniority in Filling Vacancies Classification seniority rights may be exercised for filling vacancies (i.e., workweek, shift, and transfers) within that classification as follows:
- a. Divisional Vacancies Vacancies within a division shall be filled on the basis of classification seniority from the original date of hire.
  - b. Departmental Vacancies
    - i. Vacancies within a department that are not filled at the divisional level shall be filled on the basis of an applicant's dependability and work performance.
    - ii. Provided dependability and work performance factors are equal, classification seniority shall determine which applicant is given the vacancy in question.
    - iii. An employee may exercise his or her classification seniority rights no more than once within a ninety (90) day period unless a new employee is hired.
- 22.5 Seniority List The Authority will provide the Union with a seniority list of all members of the bargaining unit upon request. Seniority lists shall contain the name, job classification, division and date of classification entry of all members of the bargaining unit. The Authority shall meet with the Union to review the seniority list, whenever necessary, to correct any errors.
- 22.6 Seniority in Merged Classifications The classification seniority of employees in classifications which are merged by the Authority shall be determined as provided herein. Where an employee has prior seniority in any of the merged classifications, the employee's new classification seniority date shall be a combination of the total time spent in each of the merged classifications.
- 22.7 Role of Seniority in Shift Bid Procedure The following procedure for shift bidding is applicable to all divisions that have employees working more than one shift or who have variable days off.
- a. There shall be a shift bid annually to begin on the first Monday in March. Within each division, shifts shall be selected by classification seniority.
  - b. The shift bid for each division must be completed in seven (7) calendar days.

- c. A written reminder of the up-coming shift bid shall be posted fourteen (14) days prior to the commencement of the shift bid.
- d. Upon completion of the shift bid, Custodians shall bid on the holidays that they desire to take off during the following contract year following the procedures set forth in Article 33.7.
- e. Probationary employees shall be assigned to available shifts and holidays by the employer.
- f. All bidding shall be completed by March 31.
- g. Any employee, who fails to exercise his or her right to bid within twenty-four (24) hours of being eligible, by his or her position on the seniority list, shall be assigned to a shift and/or holidays by the Authority.
- h. Employees who are absent when their name is reached on the eligibility list shall be contacted by the supervisor for bid selection.
- i. Interim shift bids may be posted if necessary. The Union will be notified prior to the posting.

## ARTICLE 23 – PROBATIONARY PERIODS

- 23.1 Probationary Period of Newly Hired Employees All newly hired employees shall serve a probationary period of six (6) months. By mutual agreement of the parties, the probationary period may be extended for an additional six (6) months.
- 23.2 Termination Not Grievable During the probationary period referred to in Section 23.1, either the Authority or the employee may terminate employment at any time and for any reason. Termination of a newly hired employee during a probationary period is not grievable under this Collective Bargaining Agreement.
- 23.3 Evaluation During Probationary Period During the probationary period for newly hired employees, the employee will be evaluated on an as needed basis. The evaluations will be in writing and will be placed in the employee's personnel file.
- 23.4 Probation Period of Promoted or Transferred Employees Employees promoted or transferred as a result of the bidding process shall serve a probationary period the same as set forth in Section 23.1 above. Promoted or transferred employees will be evaluated as set forth in Section 23.3, above. Any transferred or promoted employee who does not satisfactorily complete his or her probationary period will be returned to his or her former position and pay grade, prior to the end of the probationary period.
- 23.5 No Seniority Rights No probationary employee, newly hired or promoted, shall have seniority rights.

## ARTICLE 24– VACANCIES AND PROMOTIONS

- 24.1 Posting and Application Procedures As job vacancies occur, and replacements are deemed necessary by the Authority, the following procedure shall be used: All vacancies for positions below the level of director will be posted for ten (10) calendar days. Vacancy announcements will be posted by emailing either the job posting or the link to the job posting to all employees at their Authority email addresses. Employees interested in applying for a vacancy must submit an application, as directed, to the Human Resources Department no later than the close of business on the last day of the posting. If multiple vacancies occur for the same position within thirty (30) days of the original posting, additional postings under this section will not be required.

Only employees who meet the minimum qualifications for the vacant position will be considered.

- 24.2 Selection Process Candidates who meet the minimum qualifications will be interviewed. Selection shall be based on a number of factors, including qualifications (e.g., education, interview results, and written evaluations), experience, work history and past performance appraisals. When all factors are considered to be equal among those internal candidates being considered for the vacancy, the individual with the most seniority shall be awarded the position.

First consideration will be given to internal candidates. However, the Authority maintains the right to consider outside candidates before making a final selection.

If internal candidates and outside candidates have substantially similar qualifications, preference will be given to internal candidates.

- 24.3 Notification Employees unsuccessful in the process will be notified in writing by the Human Resources Department. Written notification may be by email to the applicant's Authority email account.



## **ARTICLE 25 – AIRFIELD MAINTENANCE OPERATOR IN TRAINING AND APPRENTICE PROGRAMS**

During the term of this agreement, the parties shall negotiate Airfield Maintenance Operator in training and apprentice programs for the bargaining unit.

## ARTICLE 26 – TEMPORARY SUPERVISOR

- 26.1 When Created A temporary supervisor position may be created when the requirements and/or the operational needs require the temporary assignment of an employee to a supervisory position due to a long-term absence or other unforeseen vacancy, or operational needs within the supervisor positions. Notice of the temporary supervisor position will be posted in the department where the vacancy exists and candidates who meet the minimum qualifications will be interviewed.
- 26.2 Hours of Work The employee assigned to the temporary supervisor position will be required to work an eight and one-half (8.5) hour day that includes an unpaid lunch period of thirty (30) minutes.
- 26.3 Membership in Union The temporary supervisor position may be implemented up to a six (6) month period of time that may be extended by mutual agreement of the parties. During the time in a temporary supervisor position, the employee will still be considered a Union member. When the temporary position is no longer required, the employee will be returned to the bargaining unit without change or loss in pay status or seniority.

## ARTICLE 27 – LAYOFFS AND RECALLS

- 27.1 Responsibility The President & CEO is responsible for the enforcement of the rules governing layoffs. Both the Authority and the Union agree to strictly adhere to the rules established as follows.
- 27.2 Notice of Layoff Whenever it becomes necessary because of a material change in duties, a reorganization or a shortage of work or funds, to reduce the number of full-time employees in any division of the Authority, the President & CEO shall file a notice at least thirty (30) days prior to the expected day of the layoff specifying the classification(s) in which the layoff is to occur and the number of employees to be laid off in each classification.
- 27.3 Certification of Layoff The President & CEO shall certify the names of those full-time employees to be laid off as determined by Authority rules. Layoffs shall be by classification and based on seniority, but in accordance with status and appointment type by using the following categories:
- a. Permanent full-time employees;
  - b. Permanent part-time employees;
  - c. Provisional (new hires) full-time employees;
  - d. Provisional (new hires) part-time employees;
  - e. Temporary employees.

Employees in the category at the bottom of the list are to be laid-off first and no employees from a higher category can be laid-off until all employees in the lower categories have been laid-off.

- 27.4 Bumping A laid-off employee may have bumping rights within the same classification to another division, to another classification in the same pay range, or to another classification in a lower pay range within the same job family as long as the laid-off employee has more seniority than the employee being displaced and has the ability to perform the job duties of the position they are bumping into. The parties will meet to develop a listing of job families for lay-off and bumping purposes. A bumped employee has the same bumping rights as a laid-off employee.
- a. Same Class A laid-off, full-time employee in a division shall have bumping rights within the same class against the least senior, full-time employee in the department.
  - b. Class Series If an employee has no opportunity to bump within the same class, then such employee shall have bumping rights within his or her division (if none, then within the department) against the least senior, full-time employee holding a position in the next lower class within the series. If no bumping opportunity is afforded, the same right shall extend to the next and each lower class until the class series is exhausted.
  - c. Job Family If an employee has no bumping opportunity within the class series, then such employee shall have bumping rights within his or her division (if none, then within the department) against the least senior, full-time employee holding a position in a lower class in the same job family if the laid-off employee previously served in the class and if he or she

is presently qualified; however, no such bump may occur in the presence of an appropriate eligible list unless in accordance with Authority rules the laid-off employee will have permanent status in the previous class. A “lower class” for purposes of this subsection means any class which has a maximum rate of pay lower than the minimum rate of pay for the class of the laid-off employee.

- d. Part-time In the event the laid-off employee has no bumping rights to a full-time position under a, b, or c above, then such employee shall have bumping rights within the same class against the least senior, part-time employee within the division, or if none, within the department.
- e. Non-Bargaining Unit Employees Non-bargaining unit employees shall have no bumping rights within the bargaining unit.

27.5 Eligibility List Reinstatement The names of any laid-off permanent employees shall be placed at the top of the appropriate eligibility list, in order of seniority, and shall be certified for appointment in any department in accordance with the Authority rules when the President & CEO has a vacancy to fill; if the eligible name at the top of the list was laid-off from that department such person shall be appointed.

27.6 Recall List The names of any laid-off provisional employees shall be placed on the appropriate recall list, in order of seniority, for a period of eighteen (18) months. In the event that a vacancy in a department is to be filled in a classification for which a recall list exists, then the appointment shall be made of the individual highest on the list who was laid-off from the department. Otherwise, appointment may be made as provided elsewhere by Authority rules. No recall list shall remain in effect after an eligibility list for the classification has been established.

27.7 Limited Positions Notwithstanding the other provisions, if a limited position is to be eliminated and the employee in the position was appointed subject to the availability of work or funding, then that employee shall be terminated. A limited employee who is bumped shall have the same bumping rights as other employees.

## ARTICLE 28 – TOOLS – UNIFORMS – CDLs

### 28.1 Uniforms and Equipment

- a. The Authority shall provide uniforms and equipment to employees. Employees who sever employment shall return all uniform parts and equipment purchased or provided to them.
- b. The Authority shall provide and pay for the cleaning of employees' uniforms for the duration of the Collective Bargaining Agreement.
- c. When any items issued pursuant to this Section are damaged in the course of employment, the damaged gear must first be returned prior to the issuing of a replacement. If the items issued pursuant to this Section are lost or stolen, such items shall not be replaced by the Authority.
- d. It shall be the responsibility of the employee to maintain, in good working order, all uniform items and equipment; and to be in proper uniform at all times when on duty.
- e. Uniforms shall be worn and maintained according to the standards established by the Authority.

28.2 Boot Allowance The Authority will provide a stipend of \$225 each year for Custodians, the Property and Evidence Clerk, and Ground Transportation Coordinators, and \$350 each year for Airfield Maintenance, Fleet Maintenance, Building Maintenance, and Shipping & Receiving employees, for the purchase of boots or appropriate footwear during the month of April.

For the purpose of this article, an eligible employee is an employee working in the Property Room and the following departments: Airfield, Fleet Maintenance, Building Maintenance, Custodial Services and Parking & Ground Transportation.

28.3 Tools The Authority agrees to furnish all employees, except for Fleet Technicians, with tools and equipment necessary to perform their jobs. All tools and equipment, as well as the employees who receive them, shall be determined by the Authority. The Authority shall retain ownership of all tools and equipment. All tools and equipment shall be returned by employees upon their separation from Authority service. The Authority agrees to replace tools and equipment that are damaged or worn out through normal wear and tear. However, employees shall be responsible for replacing those items that are lost, stolen, or damaged through the fault of the employee.

### 28.4 Tool Allowance

- a. The Authority will credit every employee in the classification of Fleet Technician with one hundred dollars (\$100.00) per month, applicable towards the purchase of tools for use in connection with Authority employment.
- b. The one hundred dollar (\$100.00) credit shall be paid directly on the individual's paycheck of the first pay period ending in a given month.

- c. The Authority shall provide replacement coverage for tools purchased by the Fleet Technicians and Mechanics with the tool allowance provided by the Authority and used on Authority property.
- d. The Fleet Technicians and their immediate supervisors shall conduct an initial tool inventory. It shall be the responsibility of the Fleet Technicians to update the tool inventory and provide appropriate documentation of additions and deletions to the tool inventory.
- e. Claims for missing or destroyed tools shall not be for less than an amount of \$200.00 per occurrence.

28.5 Commercial Driver's License The Authority agrees to pay, in full, the cost of training and testing for the Commercial Driver's License (CDL) for all employees who are required to have the CDL. Such cost shall include the cost of a required medical examination. The Authority agrees to pay for the initial training and testing only. License renewal will be the cost of the employee. Employees possessing CDLs as a condition of their employment are subject to random drug testing.

## ARTICLE 29 – SPECIAL LEAVE WITH PAY

### 29.1 Jury Duty Leave

- a. A full-time employee serving upon a jury in any court of record of Franklin County, Ohio, or in the employee's county of residence, shall be paid his or her regular salary for the period of time so served. Time served upon a jury shall be deemed active service with the Authority for all purposes. The employee is required to obtain a signed record from the courts to document the time spent on jury duty.
- b. When a full-time employee receives notice for jury duty in any court of record of Franklin County, Ohio, or in the employee's county of residence, the employee shall present such notice to his or her immediate supervisor. A copy will be made of the notice and filed and recorded in the employee's personnel file.
  - i. When notified by the court to report for jury duty on a certain date, a time report shall be completed and signed by the Assignment Commissioner or appropriate court official for each day during jury service setting forth the time of arrival and departure from the court. Such record shall be presented by the employee to his or her supervisor upon return to work.
  - ii. When released by the court from jury service and such release is more than four (4) hours prior to the end of the employee's regular shift, he or she shall be required to report for work assignment within a reasonable time after release. The supervisor in each individual case shall determine that time.

29.2 Examination Leave Time off with pay shall be allowed employees taking a required examination pertinent to their Authority employment before a State or Federal licensing board with prior notice and proof of same to the President & CEO, or designee.

29.3 Court Leave Time off with pay shall be allowed employees who are subpoenaed to attend any legal proceeding as a witness on behalf of the Columbus Regional Airport Authority. Vacation or unpaid leave pay shall be granted to employees who are subpoenaed for other purposes.

The provisions of Section 29.1, above, shall apply in such cases. In the event that an employee is required to appear as a witness in a legal proceeding on behalf of a governmental body other than the Authority, Chief People Officer, or designee, shall consider and may grant leave with pay, if appropriate. Whenever employees are required, as a term of their employment, to appear in court to testify as a witness, they shall not be required to furnish their home addresses or telephone numbers, unless directed to do so by the court.

29.4 Disaster Leave Time off with pay shall be allowed to a fully qualified employee for service in specialized disaster relief service for the American Red Cross. Said leave shall be granted only after the requisition of the individual serving in such capacity by the American Red Cross. Eligibility of any employee for such service shall be established prior to the granting of leave and subject to the approval of the President & CEO for the individual involved.

29.5 Travel Time for Training and/or Seminars

- a. When a full-time employee is required to travel out of the Franklin County area to attend training or a seminar which is related to his or her employment, the employee shall be compensated at his or her appropriate hourly wage or in accordance with Article 38.
- b. If the required travel occurs on an employee's regularly scheduled work day and the travel time is less than one-half (1/2) of his or her regular shift, the employee will be required to report to the work place and complete the remainder of his or her shift.
  - i. With approval of the employee's supervisor, or designee, an employee may request to use available vacation or compensatory time in lieu of returning to work for the remainder of the shift or workday.
- c. If the required travel occurs on an employee's regularly scheduled work day and the travel time is more than one-half (1/2) of his or her regular shift, the employee will not be required to report to the work place. However, Article 29.5(b), will be applicable to the hours not spent traveling or the employee may request unpaid leave.



## **ARTICLE 30 – MILITARY LEAVE**

The Columbus Regional Airport Authority agrees to comply with state and federal military leave regulations.

## ARTICLE 31 – SPECIAL LEAVE WITHOUT PAY

31.1 Family and Medical Leave Act and Americans with Disabilities Act The Authority hereby agrees to comply with the Family Medical Leave Act and the Americans with Disabilities Act.

31.2 Leave of Absence

- a. Personal Leave Employees who have completed their probationary periods may be granted personal leaves of absence without pay by the President & CEO, or designee, for good cause, but other employment other than with the Authority will not be considered grounds for such leave. Such leave may not exceed sixty (60) calendar days; however, extensions may be granted under the Authority rules, if such need arises.
- b. Educational Leave Employees who have completed their probationary periods may be granted a leave of absence without pay by the President & CEO, or designee, for educational purposes. Such leave shall initially be limited to sixty (60) calendar days with possible extensions up to one (1) calendar year, provided such further educational pursuits are related to the operations of the Authority.

## ARTICLE 32 – VACATION LEAVE

32.1 Vacation Year The vacation year shall end at the close of business on the last day of the last pay period that ends in the month of December.

32.2 Vacation Accrual Each full-time employee working a forty (40) hour workweek, in accordance with Section 38.1, shall earn vacation in accordance with schedule below.

The vacation accrual schedule shall be as follows:

<u>Years of Continuous Authority Service</u>	<u>Hours Per Pay Period</u>	<u>Days Per Year</u>
Less than 3 years	3.08 hours	10 days
3 years but less than 6 years	4.92 hours	16 days
6 years but less than 13 years	7.08 hours	23 days
13 years but less than 20 years	8.00 hours	26 days
20 years but less than 25 years	8.62 hours	28 days
25 or more years	9.23 hours	30 days

Any vacation balance in excess of the amounts listed below shall become void as of the close of business on the last day of the last pay period in December of each year:

<u>Years of Continuous Authority Service</u>	<u>Maximum Vacation Balances</u>
Less than 3 years	160 hours (20 days)
3 years but less than 6 years	256 hours (32 days)
6 years but less than 13 years	368 hours (46 days)
13 years but less than 20 years	416 hours (52 days)
20 years but less than 25 years	448 hours (56 days)
25 or more years	480 hours (60 days)

32.3 Vacation Balances At the end of the last pay period in the vacation year, employees may be paid for any vacation balances in excess of the maximums fixed by this Article, upon certification by the President & CEO to the Chief People Officer, that due to emergency work requirements, it is not in the best interests of the Authority to permit the employee to take vacation leave, which would otherwise be forfeited as provided in this Article.

32.4 Vacation Credit Shall Not Accrue No vacation credit shall accrue in any pay period in which an employee is in unpaid status for more than eight (8) hours or ten (10) hours, whichever is appropriate, of regularly scheduled work. When an employee is required to report for work, does so report and is denied work because of circumstances beyond his or her control, absence from work for the balance of that workday shall not be construed as unpaid work for the purpose of this Article.

32.5 Unused Vacation – Separation From Service A full-time employee with more than thirteen (13) pay periods of vacation accrual in paid status who is about to be separated from Authority service through discharge, resignation, retirement, or layoff and who has unused vacation leave

to his or her credit, shall be paid in a lump sum for each hour of unused vacation leave in lieu of granting such employee a vacation leave after his or her last day of service with the Authority, provided however, that such payment shall not exceed the maximum number of vacation hours outlined in this Article.

32.6 Unused Vacation – Death Notwithstanding the provisions of this Article, when an employee dies while in paid status, any unused vacation leave to his or her credit shall be paid to the employee’s designated recipient as previously filed with the Human Resources Department. In the event that the employee has no surviving designated recipient, or has no designated recipient listed, any unused vacation leave shall be paid pursuant to Section 2113.04, Ohio Revised Code.

32.7 Vacation Leave Requests All vacation leaves shall be taken at such times as may be approved by the President & CEO or designee. Vacation leave requests must be submitted through the timekeeping system at least one (1) week prior to the effective date.

For new hires or rehires, vacation leave will not normally be granted until the employee has accrued thirteen (13) pay periods of vacation hours in continuous active Authority service at the rate of vacation accrual appropriate for that employee. Exceptions may be granted at the discretion of the Authority.

Unscheduled Vacation Request Employees may request vacation with less than one (1) week’s notice. Unscheduled vacation may be utilized up to three (3) times per vacation year. Granting of all unscheduled vacation leave is at the discretion of the supervisor, and is dependent on the operational needs of the Authority. For unscheduled vacation requests to be approved, the employee must make contact with the supervisor or division manager. Leaving a message during off-hours will not guarantee the request will be approved. It is the responsibility of the employee to make contact and confirm the request for unscheduled vacation has been approved.

32.8 Vacation Leave Increments Vacation leave may be taken in the smallest increment permissible by the payroll system, not greater than one-tenth (1/10) of an hour with the approval of the President & CEO or designee.

Any employee who requests and is granted, a vacation day for and day on which the employee is scheduled to work a ten (10) hour shift, shall be charged ten (10) hours of vacation pay. For vacation leave of less than one (1) full work day, an employee shall be charged in the smallest increments permissible by the payroll system, not greater than one-tenth (1/10) of an hour.

## ARTICLE 33 – HOLIDAYS

33.1 Designated Holidays The holidays designated by the Authority and for which employees are to be compensated shall be as follows:

New Year's Day;  
Martin Luther King Day;  
President's Day;  
Memorial Day;  
Independence Day;  
Labor Day;  
Columbus Day;  
Thanksgiving Day;  
Christmas Day;  
Any other holidays designated by the Authority Board of Directors;

Floating Holiday – Each employee shall be entitled to one (1) floating holiday per payroll year. All floating holidays shall be taken at such time as approved by the Authority. Floating holiday leave requests must be submitted to your supervisor in the same manner as vacation leave requests. Floating holiday leave preference shall be governed by seniority after minimum staffing levels are met. Floating holiday leave requests will not arbitrarily be denied.

33.2 Holiday Pay When a designated holiday falls on the first day of the employee's regularly scheduled days off, it shall be observed on the previous day; when a designated holiday falls on the second day or third day of an employee's regularly scheduled days off, it shall be observed on the following day, except that at the time of a shift change which necessitates more than a two (2) day weekend, a designated holiday which falls on either of the first two (2) days shall be observed on the last previous workday, and a designated holiday which falls on any other day of such weekend shall be observed on the next subsequent workday.

33.3 Holidays Scheduled Off For each designated holiday, an employee will be excused from work on such day at the discretion of the President & CEO or designee. If one (1) of the designated holidays mentioned in Section 33.1, above, occurs while an employee is on vacation leave, such day shall not be charged against vacation leave. Non-full-time employees will only be compensated for time actually worked on designated holidays.

33.4 Rate of Pay When a full-time employee working a forty (40) hour workweek works on a day observed as an eight (8) hour or ten (10) hour holiday, in addition to his or her regular eight (8) hour or ten (10) hour holiday pay, the employee shall be paid at the rate of time and one-half for his or her first eight (8) or ten (10) hours worked, as appropriate. For time worked in excess of eight (8) or ten (10) hours on such holiday, the employee shall be compensated at the rate of time and one-half, unless the holiday worked falls on the second or third day of the employee's regularly scheduled days off in which case he or she shall be compensated at the double time rate subject to the language in Sections 33.5 and 38.1c. Any employee who regularly works a ten (10) hour shift, and who does not work a day on which a holiday is observed, shall be paid ten (10) hours of straight-time hourly pay for said holiday.

33.5 Eligibility for Holiday Pay To be eligible for holiday pay, an employee must have worked or been on approved, paid leave, other than sick leave, the employee's full regularly scheduled

workday before and after the holiday. The day before refers to the employee's last regularly scheduled workday. The day after refers to the regularly scheduled workday following the day on which the holiday is observed.

33.6 Administration For the purpose of administering the provisions of this Article, holiday time shall apply to the tour of duty beginning on the day that is observed as a holiday.

33.7 Number of Holidays Off Shift workers shall be guaranteed a minimum of five (5) holidays off during each calendar year. During March of each year, such employees shall bid on the holidays which they desire to take off during the following contract year. Such requests shall be granted in order of classification seniority within an operational unit based upon the operational needs of that unit and the Authority. If an employee does not bid all five (5) holidays, then the guarantee only applies to the number of holidays bid and awarded.

Employees assigned as Custodial Workers shall bid on the holidays which they desire to take off, and such requests shall be granted, in order of classification seniority by shift based upon the operational needs of that unit and the Authority.

## **ARTICLE 34 – HAZARDOUS WEATHER CONDITIONS**

In cases of severe wind, rain, or electrical storms, severe temperatures/wind chill factors, or severe snow storms and ice blanketing, no employee shall be unnecessarily compelled to work under conditions which involve a physical risk to his or her health and personal safety. In the event that the Union believes that employees are being compelled to work under such conditions, the Local Union President or his or her designee has the right to discuss the matter with the President & CEO or designee. However, such discussion shall not affect the Authority's rights under this Section. If, after such discussion, the Authority maintains that employees should work under such conditions, the Authority shall provide such employees with the protective, foul weather gear and clothing specified by the President & CEO or designee in consultation with the Union. The Authority shall be responsible for continuing to clean such items and shall furnish such items for use by employees under the conditions specified in this Section, and as outlined in Article 28. The employees shall return such items at the end of each day of use, unless otherwise directed by the President & CEO or designee.

## ARTICLE 35 – MISCELLANEOUS

- 35.1 Tuition Reimbursement The tuition reimbursement program shall be administered in accordance with the Columbus Regional Airport Authority's Educational Reimbursement Policy. No employee on an unpaid leave of absence, unauthorized leave of absence, disability leave, or injury leave may apply for tuition reimbursement.
- 35.2 Mileage Reimbursement Mileage reimbursement shall be in accordance with the uniform policy applicable to all Authority employees.
- 35.3 Joint Union/Management Committee The Authority and the Union recognize that certain subjects may be of concern to either party. Therefore, a Labor Management Committee is established for the purposes of discussion of subjects as raised by either of the parties. Labor Management Committee shall be scheduled at least every three (3) months at the request of either party or more frequently as agreed to by the parties.
- 35.4 Agreement Copies The Authority agrees to equally share the cost of printing the Agreement with AFSCME, Local 3770. However the cost will be proportional to the number of agreements each side receives and a consideration to purchase electronic material will be considered instead of paper versions.
- 35.5 Operational Changes Should the Authority intend to institute any new methods of operation that would result in a material change in any job presently being done by members covered by this Agreement, the Authority shall meet with the Union at the earliest possible time but not later than thirty (30) days prior to the implementation of such intended changes and/or methods of operations; extreme emergencies excluded. Prior to the effective date of implementation, upon written request by the Union, a joint conference shall be scheduled for the purpose of discussion with respect to the following subjects: rates of pay for the new jobs which might be created, transfer to comparable work, retraining for transferred employees or the disposition of displaced employees resulting from the institution of such new methods, machinery, or equipment.
- 35.6 Job Descriptions The Authority shall make available to the Union copies of specifications for all classifications in the bargaining unit. Any changes in specifications and/or Authority rules shall be provided to the Union President thirty (30) days prior to the effective date of such changes.



**ARTICLE 36 – WAGES**

36.1 General Pay Plan

a. Merit Based Pay Plan

Effective with the pay period that includes April 1, 2020, each employee’s wage rate will be increased by three percent (3%) for contract year one (1). Each employee employed by the Authority on or before April 1, 2020, and still employed by the Authority as of the effective date of the new Agreement will receive a one-time, retroactive wage payment.

For each contract year, employees whose wage rate already exceeds the top of the pay grid maximum or exceeds the top of the pay grade maximum as a result of the payment of the contract year wage rate increase, shall have added to the base wage rate half of the increase. The remaining half of the contract year wage rate increase will be paid out in a lump sum subject to all applicable withholdings and to PERS.

b. Lump Sum Merit Payment A lump sum merit payment will be paid following each employee’s performance appraisal.

The lump sum merit payment shall be based upon an overall performance appraisal rating of “achieves” or greater on a five (5) point scale consisting of “exceeds expectations”, “achieves expectations”, “partially achieves expectations”, “does not achieve expectations”, or “too new to rate”.

Lump Sum Merit Pay

Appraisal score of “achieves”	\$ 750.00
Appraisal score of “exceeds”	\$1,000.00

Performance appraisals for all AFSCME bargaining unit employees shall be conducted in March of each year.

36.2 Performance Appraisal Process The employee and supervisor will meet to review the employee’s past performance. The Union and management shall meet to establish a detailed procedure for preparation of an employee’s performance evaluation. If an employee is dissatisfied with his or her final appraisal, there will be a review process with a neutral party involved, as follows:

Any member dissatisfied with his or her appraisal may ask for it to be reviewed. The review will be conducted by a review team composed of a member of the Union and a member of management. The Union member will be appointed by the AFSCME President or designee. The member of management will be appointed by the Chief People Officer, or designee. If both members of the review team agree that the appraisal needs adjusted, the team will so advise the Chief People Officer, or designee and the appraisal will be adjusted subject to the final approval of the Chief People Officer. If both team members do not agree that the appraisal needs adjusted, the dissatisfied employee may request review of his or her appraisal by the Chief People Officer. No appeal of the review may be made beyond the Chief People Officer. Appraisals are not subject to the provisions of Article 21.

### 36.3 Contributions to the Ohio Public Employee Retirement System (“OPERS”)

- a. The term “earned compensation” shall mean any and all monies earned by an employee from the Authority, for which there is a pension contribution. All Authority employees pay the entire amount of the “employee’s contribution” to the Ohio Public Employees Retirement System (“OPERS”). The full contribution required of employees shall be made by each employee through deduction in the normal course of processing payroll and will be treated by the Authority as a salary reduction employer pick-up that is tax deferred.
- b. The Authority shall pay the “employer’s contribution” to OPERS as required by statute.
- c. The Authority shall, in reporting and making remittances to the Ohio Public Employees Retirement System (“OPERS”) report that each employee’s contribution has been made as provided by statute.

### 36.4 Administration of Pay Plan

- a. Hiring Rate The hiring rate for a class shall be at the lowest pay rate in the range except as otherwise provided herein. Where a multiple-pay-range is established for a classification, the President & CEO, or designee, will designate the range and rate within the range at which the employee shall be paid. New employees shall be placed in the lowest quartile of the appropriate pay grid unless otherwise designated by the President & CEO, or designee.
- b. Demotion Whenever an employee is reduced from his or her class to a class that is assigned more than one pay range or more than one pay rate, the President & CEO, or designee, shall have the sole discretion as to which range or rate the employee is entitled to be paid within the new class.
- c. Additional Authority Employment
  - i. Any employee who simultaneously works in or occupies more than one (1) position is not entitled to and shall not receive compensation, nor any other benefits or privileges allowed for employees by the Authority, for more than one (1) position, unless otherwise provided herein.
  - ii. Any employee, who seeks or obtains additional Authority employment beyond his or her present appointment, shall first obtain, in writing, the approval of the Head of the employee’s present department/division and the Director of Human Resources. Such written approval must be filed in the employee’s personnel file. Failure to obtain written permission shall subject the employee to possible disciplinary action. In such cases where total Authority employment exceeds forty (40) hours in a workweek, the overtime provisions of Article 38 of this Agreement shall apply.
  - iii. Upon approval of additional employment with the Authority, the Head of the employee’s present department/division or the Director of Human Resources shall, at that time, communicate in writing whether the employee shall be entitled and shall receive additional vacation and sick leave benefits pursuant to the provisions of this Agreement. In no event, shall the employee receive injury leave or insurance coverage beyond that provided for an employee occupying one (1) position.

- d. Additional Compensation or Benefits Except as provided in Article 14.2 of this Agreement, no employee shall receive, and the Authority shall not draw any checks, or any additional compensation in any form, sick and injury leave, vacation, insurance coverage and any and all other benefits and privileges, for any employee who substitutes or acts for another in the position of another, other than the position to which the employee is appointed pursuant to the Ohio Constitution, Authority By-Law provisions, and the Rules and Regulations of the Authority. The President & CEO shall not appoint any person or submit any personnel action form contrary to said Constitution, By-Laws, Rules and Regulations and the provisions of this Agreement.
- e. Payroll Deductions Payroll deductions shall be governed first by the ability of the Authority's payroll system to handle them, and secondly, upon a determination by the Authority of the type of payroll deductions which are to be offered to employees and also based upon which ones will benefit the largest number of employees. Deductions or withholding, except where demanded or required by law, must be agreed to in writing by the employee with the specific reasons stated in writing and filed with the President & CEO or designee.
- f. Board of Directors Authorization RequiredThe President & CEO shall not approve and/or pay any pay rate based on the assignment of any class to a pay range not specifically authorized by the Board of Directors, except as provided in Article 14.2.

### 36.5 On-Call

- a. Employees who are scheduled to be "on call" will receive on-call pay if they: 1) remain accessible to the Airport; 2) remain within reasonable travel distance (generally thirty (30) minutes or less) from the Airport; and 3) come to the Airport ready to perform work if requested to be on-call.
- b. Employees who are scheduled to be on-call shall be compensated at the rate of two dollars (\$2.00) per hour for each hour they are required to be on-call.
- c. When employees are on-call and are called to the Airport to perform work, they shall be paid for the hours actually worked at the Airport between clock-in and clock-out, or a minimum of four (4) hours' pay. They shall be paid at the appropriate rate for these hours, plus shift differential (if applicable). Hours worked shall be included when computing overtime.
- d. If an employee is scheduled to be on-call and fails to be accessible, or remain within reasonable travel distance from the Airport or does not come to the Airport capable of performing work when requested, he or she may be disciplined.

36.6 Shift Differential Pay

- a. The President & CEO, or designee, at the time of hire shall designate or assign the applicable shift of each new hire and such assignments shall not abridge the seniority rights of employees. The shift designation shall determine the shift differential for the entire shift.
- b. A differential in pay of seventy-five cents (\$.75) per hour over the regular hourly rate shall be paid to employees who are assigned to work eight (8) hours or ten (10) hours on the second shift; a differential of eighty-three cents (\$.83) per hour over the regular hourly rate shall be paid to employees who are assigned to work eight (8) hours or ten (10) hours on third shift.
- c. Those employees whose regularly assigned shift is a rotating shift shall be paid a shift differential of eighty-three cents (\$.83) per hour over the regular rate for all hours worked regardless of shift.
- d. For purposes of computing leave with pay, except for compensatory time, shift differential shall not be paid in addition to regular pay.
- e. In those divisions/departments where only one shift prevails, no differential shall be paid regardless of the hours of the day that are worked.
- f. Shift differential pay shall be added to the base hourly rate prior to computing the overtime rate.
- g. Any employee who participates in a flextime program shall not qualify for shift differential pay.

Employees shall be provided with a record of accumulated earned vacation, sick leave, and compensatory time on a bi-weekly basis.

**ARTICLE 37 – CALL-BACK AND CALL-IN PROCEDURES**

37.1 Call-Back As approved by the President & CEO, or designee, a call-back occurs when any full-time employee who is not “on-call” under paragraph 36.5 is required by the President & CEO, or designee, to report to work within eight (8) hours after the employee has been relieved of duty upon the completion of the employee’s regular schedule. If the employee so reports, he or she shall be paid according to the following schedule:

Time Necessary to Complete Work	Call-Back Pay	Rate of Pay
0-1 hour	2 hours	One-and-one-half regular rate of pay or double time depending on when call-in occurs
More than one and up to 2 hours	3 hours	
More than 2 and up to 4 hours	4 hours	
Over 4 hours	Time worked	

An employee shall be paid for thirty (30) minutes travel time when called back to work. The thirty (30) minutes will be included in the calculation of hours worked.

37.2 Call-In As approved by the President & CEO, or designee, a call-in occurs when any full-time employee who is not “on-call” under paragraph 36.5 reports to work on the employee’s regularly scheduled days off or eight (8) hours or less before the start of his or her next scheduled shift.

An employee called-in before the start of his or her regular shift, and who completes the job for which the employee has been called in to perform prior to the start of his or her regular shift, may be relieved of duty at the discretion of the supervisor. Employees so relieved shall be paid pursuant to 37.1, above, including travel time.

An employee called-in to work on his or her regularly scheduled days off shall be paid pursuant to 37.1, above, including travel time.

If the call-in occurs within two (2) hours of the start of the employee’s regular shift, he or she shall be paid a minimum of two (2) hours at time and one half his or her regular hourly rate. This provision does not apply in the cases of overtime authorized as an extension of a regular shift.

37.3 Standby Service Employees will not be required to be on standby basis at home.

## ARTICLE 38 – HOURS OF WORK AND OVERTIME

### 38.1 Workweek

- a. The normal workweek for full-time employees shall be forty (40) hours of work in either five (5) consecutive workdays of eight (8) consecutive hours each day and two (2) consecutive days off, or four (4) consecutive work days of ten (10) consecutive hours each day and three consecutive days off. In the event the Authority decides to change the employees' workweek schedule, the Authority shall notify the affected employees at least thirty (30) days in advance of the anticipated date of the new workweek schedule.

In twenty-four (24) hour operations or where there is a continuous seven (7) day-a-week operation made necessary because of the nature of the work, the normal workweek for full-time employees shall begin on the first day on which the majority of hours of the employee's shift are spent working.

A special work schedule, as agreed upon by the Authority and the Union as set forth in a Memorandum of Understanding, may have hours of work and provisions other than the foregoing or other than those listed elsewhere in the Agreement.

- b. Employees Must Accurately Record and Will Be Paid for All Hours Worked

All employees must accurately record all hours worked. Employees who fail to accurately record all hours worked may be subject to discipline, up to and including termination. Employees will be paid in the smallest increments permissible by the payroll system, not greater than one tenth (1/10) of an hour, except that employees who clock in three (3) minutes before or after their start or end times will be paid for their scheduled shifts.

- c. Overtime Eligibility and Pay

- i. Time and one-half will be paid for time worked over eight (8) straight time hours per day except that, in the case of those employees who work a weekly schedule of consecutive four (4), ten (10) hour days, as that has been or may be mutually agreed upon by the Authority and the Union, such employees will be paid time and one-half for time worked over ten (10) straight time hours per day.
- ii. Time and one-half will be paid for time worked on an employee's first regular day off providing that said employee has accumulated forty (40) straight-time hours in paid status. For purposes of this Article, paid status will include periods of Union leave without pay but will not include sick leave.
- iii. Double time will be paid for time worked on an employee's second consecutive regular day off providing that the employee has accumulated forty (40) straight-time hours in paid status and worked his or her first day off, if offered. In the event an employee does not work his or her first day off after having been offered, but has forty (40) hours in paid status, the employee shall be paid one and one-half (1 ½) times his or her regular straight-time rate, including shift differential for work performed on the employee's second day off.
- iv. Except as required by the Fair Labor Standards Act (FLSA), time worked due to work schedules being changed at the request of the employee, or trading days off by mutual consent of employees and the prior consent of the President & CEO, or

designee, is not subject to overtime compensation. Employees may request to substitute unpaid time, hour-for-hour, within the same calendar week for work in excess of eight (8) hours per day, if mutually agreed to by the employee and his or her immediate supervisor.

- v. If an employee is on vacation leave in conjunction with the Holiday, the employee will not be eligible or charged for any and all available overtime.
  - vi. For the purpose of this Article, the third (3rd) consecutive day off, for employees assigned to a consecutive four (4) day, ten (10) hour work week, shall be considered the day off for which double-time shall be paid for any time worked by an employee on that day provided the employee has accumulated forty (40) straight time hours in paid status and was offered and worked either his or her first (1st) or second (2nd) day off.
- d. If an employee is presently assigned to work a schedule which the Union deems to be unfair or discriminatory, or if the Authority intends to change an employee's regular work schedule whereby it appears to the Union that the change is unfair or discriminatory, the Union has the right to request that the work schedule or contemplated change be reviewed by the President & CEO or designee in conference with a Union official. If the matter is not resolved to the satisfaction of the Authority and the Union, and the change is made or the employee is continued on the work schedule on which he or she is presently working, then the matter may be submitted as a grievance and resolved pursuant to the provisions of Article 21.

### 38.2 Distribution of Overtime

- a. Employees within the same classification and with the same work capabilities, who have bid to the same airport and who are participating in the voluntary overtime provision, shall have an equal opportunity to earn voluntary overtime pay. Employees desiring not to work voluntary overtime shall so indicate in writing to their immediate supervisor. All members who are desirous of participating in overtime will be given an equal opportunity to earn overtime on a continuing basis. The opportunity for overtime work shall be computed by totaling overtime earned plus overtime offered but declined. If an employee on the list refuses, or does not answer a phone call offering, voluntary overtime on four (4) separate occasions, the employee will be removed from the voluntary overtime list for six (6) months.

For the purpose of overtime equalization within the custodian classification, there shall be one list maintained in accordance with this Article. However, when it is necessary to offer overtime specifically for a Custodian (Female) or Custodian (Male), the male or female custodian respectively with the lowest overtime hours shall be offered the overtime. When overtime is offered for general custodian duties, the employee with the lowest overtime hours, regardless of gender shall be offered the overtime in accordance with this Article.

All newly hired employees shall be assigned one (1) hour more overtime than the highest bargaining unit employee within the same classification, who has bid to the same airport and who is participating in the voluntary overtime provision.

- b. Overtime Eligibility

- i. Overtime hours will begin at zero (0) on the first day of the first payroll period of each year. Snow overtime hours will not be part of overtime hours worked or declined for determining low hours in obtaining overtime.
- ii. Overtime Distribution Overtime shall be distributed as follows:
  - 1. Unscheduled, incidental overtime estimated by the Authority to be four (4) hours or less in duration, and that will be continuous, following a scheduled shift, will be offered to employees working on that shift on the date the overtime is to be worked.
  - 2. Unscheduled, incidental overtime estimated by the Authority to be four (4) hours or less in duration, and that will commence prior to, and be continuous with, a scheduled shift, will be offered to employees working on the oncoming shift on the date the overtime is to be worked.
  - 3. Overtime scheduled by the Authority and expected to exceed four (4) hours in duration will be offered to the employee with the lowest overtime hours eligible within the classification and then to other classes within the Union.
- iii. If an employee turns down overtime or is unable to respond when contacted for overtime, the number of hours offered to him or her shall be credited to the employee's overtime hours. Employees who have declined to participate in the voluntary overtime shall be automatically charged for overtime hours worked in the classification at the reporting location.
- iv. Employees on vacation leave or jury duty shall not be eligible or charged for available overtime. Employees on military leave not exceeding twenty-one (21) days shall not be eligible or charged for overtime work during that period.
- v. Employees who are on sick leave or approved unscheduled vacation shall not be eligible or charged for overtime until the beginning of their next regularly scheduled shifts.
- vi. Employees on any leave not specified in (iv) or (v) above, shall not be contacted and shall be charged for overtime work during such leave so long as the employee comes up for overtime work during that period.
- vii. If an employee is entitled to work scheduled overtime and is not offered overtime, for reasons other than those specified in Section 38.2(b)(iii), he or she shall be offered scheduled overtime at its next occurrence. Those hours not offered when initially entitled shall not be included in hours credited when worked. If the employee is not offered scheduled overtime at the next occurrence, for reasons other than those specified in 38.2(b)(iii), he or she shall be compensated at the appropriate rate of overtime pay. If the employee receives such compensation, he or she shall be treated as if he or she worked the overtime hours.
- viii. A record of the overtime hours worked and of overtime hours offered but not worked by each employee shall be posted on a bulletin board within the employee's general work area and kept-up-to-date.



### 38.3 Overtime Scheduling

- a. Where practical, overtime shall be administered on a voluntary basis; otherwise, it shall be mandatory that each employee scheduled to work overtime must perform the job assignment within his or her given classification. When mandatory overtime is required, it shall be assigned to the least senior employee in the classification.
- b. An exception to the application of mandatory overtime scheduling shall be permissible when a valid reasonable request is made by an employee.
- c. In cases of overtime scheduled as a result of holidays or extreme emergencies involving a departmental operation, it shall be the established procedure for the department or division head to confer with the employee's Union representative, when available, regarding a mutually acceptable work schedule.
- d. Failure of any employee to report for overtime work shall be grounds for disciplinary action.

### 38.4 Rest Periods

- a. All employee work schedules shall provide for a fifteen (15) minute rest period during each half shift. The rest period shall be scheduled at the middle of each half shift whenever feasible. When practicable, rest periods shall be taken within the work area or in close proximity to the work area that shall afford no more than the allotted fifteen (15) minutes.
- b. Employees who, for any reason, work beyond their regular quitting times shall receive a fifteen (15) minute rest before they start to work on the next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

38.5 Paid Lunch All employees shall be granted a paid lunch period of 30 minutes during each full shift. Whenever possible the lunch period shall be scheduled at the middle of each full shift. When there is an extension of an eight (8) hour workday beyond the normal eight (8) hours as a result of an emergency or scheduled overtime, a paid lunch period shall be granted when the extension exceeds four (4) hours.

38.6 No Shift Changes Except by agreement of the employee, supervisor and Union, or as set forth in Article 38.9, below, no shift changes shall be made unless they are of a permanent nature. Under this Agreement, permanent nature is defined to be periods of three (3) months or longer. The Authority shall provide affected employees a fourteen (14) day prior notice of a permanent shift change. Reassignment of individuals to other shifts will be made as a result of operational requirements and based on the procedure as defined in Article 22.

### 38.7 Compensatory Time

- a. Compensatory time is time earned on a premium basis. The amount of compensatory time earned is calculated by multiplying the number of hours actually worked on an authorized premium basis by one and one-half (1½) when time and one-half is applicable or by two (2) when double time is applicable. The compensatory time account balances shall be maintained in units of hours.

- b. Eligibility A compensatory time account may be established for full-time employees. Compensatory time may only be earned in lieu of cash payment for authorized time worked on a premium basis. The employee may, at his or her option, receive either cash payment or compensatory time for time worked on a premium basis.
- c. The following conditions shall govern the use of compensatory time:
  - i. If a request to use compensatory time is submitted less than seventy-two (72) hours in advance, the employee may take the compensatory time as may be approved by the employee's supervisor. If a request to use compensatory time is submitted at least seventy-two (72) hours in advance, the request shall not be denied solely because approval of the request may result in scheduling another employee to work overtime.
  - ii. An employee, who is about to be separated from Authority service for any reason and who has an unused compensatory time account balance to his or her credit, shall be paid such account balance upon separation. Such payment shall be calculated by multiplying the employee's regular hourly straight time wage rate by the number of hours in the employee's compensatory time account upon separation.
  - iii. Employees may accumulate up to two hundred (200) hours of compensatory time per payroll year. However, employees will only be allowed to use six (6) compensatory leave days per payroll year. In December of each calendar year, the employee shall have his or her compensatory leave bank brought down to no more than forty-eight (48) hours of compensatory leave time. All hours deducted from the employee's bank will be paid at the employee's appropriate rate of pay at the time the compensatory time was earned. An employee may reduce his or her compensatory leave bank to zero (0) hours if the employee so desires.
  - iv. No interest is to be paid by the Authority on any compensatory time account.

38.8 No Pyramiding There shall be no pyramiding of overtime.

38.9 Training and Participation in Organizational Events Voluntary training and participation in organizational events scheduled and attended on an employee's day off shall not be considered as time worked. The parties may agree to reschedule shifts and days off as necessary for training and participation in organizational events. Any voluntary training and/or participation in organizational events that are considered time worked shall not exceed the hours the employee was originally scheduled to work (including, but not limited to overnight stays, travel, meal times, etc.).

Any voluntary training or participation in organizational events approved by the Authority as time worked, or training or participation in organizational events that is required by the Authority and travel related thereto, during an employee's regularly scheduled hours of work shall be considered as hours worked.

The Authority may change the employee's shift/days off to avoid payment of overtime for attendance at voluntary or mandatory training and for voluntary participation in organizational events.

## ARTICLE 39 – DEFINITIONS

**“Active Service”** means being present and able to perform the duties to which an employee of the Columbus Regional Airport Authority has been assigned.

**“Calendar Week”** means seven (7) consecutive calendar days starting Sunday and ending on Saturday.

**“Call-Back”** means, that as approved by the President & CEO, or designee, a full-time employee reports to work within eight (8) hours after he or she has been relieved of duty upon the completion of the employee’s regular schedule.

**“Call-in”** means, that as approved by the President & CEO, or designee, a full-time employee reports to work on his or her regularly scheduled days off, or eight (8) hours or less before the start of the employee’s next scheduled shift.

**“Class or Classification”** means a group of positions with the same descriptive title having similar duties and responsibilities and requiring similar qualifications and which can be distinguished from other groups of positions. There may be only one (1) position in a particular class or classification.

**“Classification Seniority”** shall be defined as an employee’s total cumulative length of time in a position since the employee’s last date of hire.

**“Compensatory Time”** means time off with pay for authorized overtime worked in lieu of salary or wages, calculated in accordance with Article 38 of this Agreement.

**“Continuous Service”** means an employee’s length of service as a full-time employee of the Authority uninterrupted by a separation from Authority employment, provided, however, time in unpaid status and/or part-time status shall be deducted from length of service.

**“Day”** means calendar day unless otherwise specified.

**“Demotion”** means a change to a classification, which has a lower rate of pay.

**“Employee”** means any member of the bargaining unit.

**“Extended Illness”** means three (3) or more consecutive workdays, including the day, on which the holiday is celebrated, of injury leave, sick leave and/or disability leave.

**“Full-Time Employee”** means an employee who is hired to perform duties for the Authority, according to an established work schedule, which includes not less than forty (40) hours per workweek and contemplates fifty-two (52) workweeks per year. “Full-Time Employee” includes employees on full-time limited appointments of one year and employees who have been employed for more than one (1) year of consecutive full-time limited appointments.

**“Gender”** means every pronoun includes corresponding pronouns of different genders or numbers or both, to the extent the context permits.

**“Operating Unit”** means a department, division, facility or reporting location, whichever is applicable.

**“Operating Unit Seniority”** means the employee’s seniority in his or her classification within the operating unit.

**“Overtime”** means time during which an employee is on duty, working for the Authority in excess of regularly scheduled hours of work as set forth in Article 38. Overtime applies only to the time authorized to be worked by the President & CEO, or designee, in accordance with the provisions of this Agreement.

**“Paid Status”** means employment by the Authority in active service or authorized leave with pay.

**“Part-Time Employment”** means employees working a schedule less than forty (40) hours per seven (7) consecutive calendar days, for fifty-two (52) consecutive seven (7) day periods per year.

**“Pay Period”** means a two (2) calendar week period beginning on a Sunday and ending on the second Saturday thereafter.

**“Payroll Year”** means the first day of the first pay period paid in the year through the last day of the last pay period paid the same year.

**“Pyramiding of Overtime”** means the paying of the premium rate of pay above the appropriate overtime rate.

**“Position”** means an office, employment of job calling for the performance of certain duties and the exercise of certain responsibilities by one (1) individual. A position may be vacant, occupied part-time or occupied full-time.

**“Reemployment”** means taking a position with the Authority following a break in continuous service.

**“Resignation”** means the voluntary termination of employment of an employee, or unauthorized leave for three (3) consecutive workdays.

**“Retirement”** means an individual (a) whose separation from Authority service is not caused by resignation, layoff or discharge; and (b) whose application for retirement benefits has been approved by the Ohio Public Employees Retirement System (“OPERS”)

**“Rotating Shift”** means a regularly assigned work schedule, which combines more than one shift.

**“Scheduled Working Times”** means a regularly scheduled working time assigned on the basis of seniority to each employee. Said schedule shall include the beginning and ending day of each workweek.

**“Seniority”** means an employee’s uninterrupted length of continuous service with the Airport Authority, division or job classification depending on the issue involved. Continuous service shall include service with the City of Columbus on or before November 10, 1991, that continued with the Authority and continuous service shall not be interrupted by an employee’s transfer from the City on or before November 10, 1991, to the Authority.

**“Separation from Authority Employment”** means a termination of the employer-employee relationship and includes resignation, retirement, discharge for cause, layoff and certification termination resulting from the establishment of an eligible list. A layoff or certification termination, of thirty-five (35) days or less, or

resignation to immediately accept another position in the employ of the Authority, shall not be considered a separation from Authority employment.

**“SERB”** means the State Employment Relations Board of Ohio.

**“Shift”** means the employee’s regular work period, with the early morning shift hereinafter referred to as “first shift”, the late afternoon shift hereinafter referred to as the “second shift” and the late evening shift hereinafter referred to as the “third shift”; nothing in this definition shall be construed to limit the Authority’s right to establish another shift, so long as each employee has a regular work period.

**“Unpaid Status”** means time an employee is on suspension, on leave without pay or is absent without leave. Unpaid leave status resulting from either injury received in the line of duty, approved disability coverage, or approved activities as set forth in this Agreement related to Authority-Union relations, shall not be considered to be unpaid status.

**“Vacation Year”** means the first day of the first pay period paid in the year through the last day of the last pay period paid in the same year.

**“Work Day”** means a regularly scheduled working time assigned by the President & CEO in any twenty-four (24) hour period beginning at the regularly scheduled starting work time.

**“Workweek”** means forty (40) hours of work in a regularly recurring period of seven (7) consecutive twenty-four (24) hour days during the period beginning with the first day of the employee’s regularly scheduled shift, as set forth in Article 38.1.

#### **ARTICLE 40 – DURATION OF AGREEMENT**


This agreement shall be effective upon ratification by both parties. It shall remain in full force and effect until 11:59 p.m., March 31, 2021. If either party desires to renegotiate this agreement it shall be done pursuant to chapter 4117 of the Ohio Revised Code.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this

31st day of August, 2020.

FOR CRAA:



Joseph R. Nardone  
Joseph R. Nardone  
President & Chief Executive Officer

Amanda L. Wickline, Esq.  
Amanda L. Wickline, Esq.  
General Counsel & Chief Administrative Officer

Shannon K. Fitzpatrick  
Shannon K. Fitzpatrick  
Chief People Officer

Jennifer Edwards, Esq.  
Jennifer Edwards, Esq.  
Lead Negotiator, BakerHostetler

John Aldergate  
John Aldergate  
Sr. Manager, Employee Experience

Barbara T. Harry  
Barbara T. Harry  
Labor & Employee Relations Specialist

Timothy Allen  
Timothy Allen  
Manager, Custodial Services

Brad Ontrop  
Brad Ontrop  
Manager, Airfield Maintenance

Marc M. Sethna  
Marc M. Sethna  
Sr. Manager, Terminal & Facilities

FOR AFSCME:

Roberta Skok  
Roberta Skok  
Regional Director, Ohio Council 8

Tony Schroth  
Tony Schroth  
Staff Representative, Ohio Council 8

Mark Rankin  
Mark Rankin  
President, Local 3770

Robert Dysart  
Robert Dysart  
Vice President, Local 3770

Gerald Newkirk  
Gerald Newkirk  
Treasurer, Local 3770

John Boesch  
John Boesch  
Negotiations Team Member, Local 3770

Olivia Todhunter  
Olivia Todhunter  
Negotiations Team Member, Local 3770

**APPENDIX A: AFSCME Salary Grade Structure**

	<b>Current Grade</b>	<b>Job</b>	<b>Min</b>	<b>Max</b>
1	AA	Airfield Electrician	\$ 22.67	\$ 30.51
2	BB	Fleet Technician	\$ 21.00	\$ 28.00
3	CC	HVAC Mechanic Building Maintenance Electrician	\$ 20.00	\$ 26.50
4	DD	ID/Security Coordinator Communication Technician	\$ 19.93	\$ 26.73
5	EE	Construction Coordinator Plumber	\$ 19.39	\$ 26.17
6	FF	Building Maintenance Specialist	\$ 19.05	\$ 26.40
7	GG	Maintenance Painter	\$ 18.77	\$ 25.54
8	HH	ID/Security Specialist Airfield & Fleet Inventory Specialist Inventory Technician	\$ 18.32	\$ 24.90
9	II	Apprentice Electrician Apprentice Heating & AC Mechanic Crew Leader/Landscaping	\$ 17.55	\$ 24.90
10	JJ	Airfield Maintenance Operator	\$ 17.55	\$ 26.40
11	KK	Apprentice/Building Maintenance Airfield Maintenance Operator in Training	\$ 16.28	\$ 23.02
12	LL	Property and Evidence Clerk	\$ 16.00	\$ 23.50
13	MM	Laborer Ground Transportation Coordinator Automotive Service Attendant	\$ 16.00	\$ 22.07
14	NN	Custodial Worker	\$ 16.00	\$ 21.00
15	OO	Automotive Parts Keeper Fuel System Specialist Stockroom Attendant Public Safety Technical Support	\$ 15.27	\$ 23.50
16	PP	Communications Assistant	\$ 13.03	\$ 18.67