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**AGREEMENT TO AMEND THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN CUYAHOGA COUNTY AND THE TEAMSTERS LOCAL 436
AIRPORT**

Parties: This Agreement is entered by and between Cuyahoga County, Ohio, as the public employer ("County"), and the Teamsters Local 436, Airport ("Union"). The County and the Union are collectively referred to herein as "the Parties."

Background Facts: The County and the Union are parties to a collective bargaining agreement ("CBA") governing terms and conditions of employment of Airport Operations Technicians. The CBA is effective from December 1, 2013 through November 30, 2016 and includes a provision for negotiations of a wage re-opener for 2016 in Article 32, Section 4. The Parties engaged in good faith negotiations and reached an agreement as stated below.

Terms: Article 32, Section 4 of the CBA between the Parties is amended as follows (deleted language is stricken and new language appears in **Bold**):

Article 32: Wages

Section 4. ~~In the third year of the Agreement, wages shall be subject to reopener negotiations. The wage reopener negotiations shall commence in the year before the third year of the Agreement or at a later date if mutually agreed by the parties in writing. In the event that the parties are unable to reach an agreement, either party may invoke fact-finding through a MAD or they may invoke fact finding and have a fact finder selected through contact with the State Employment Relations Board. If fact finding is used, it will be conducted in accordance with Section 4117.14 of the Ohio Revised Code and accompanying provision of the Ohio Administrative Code. Following the fact-finding process, if a dispute remains regarding the wage reopener, the No-Strike Article of this Agreement shall not apply and the Union may engage in a strike in accordance with Ohio Revised Code Section 4117.14 and the Ohio Administrative Code.~~ **Effective January 1, 2016, the base hourly wage rate for 2016 shall be increased by two percent (2%). Therefore, effective the first full pay period of January 2016, the base hourly wage rates will be:**

Airport Technician II	\$16.46
Airport Technician III	\$19.41

The Parties hereby acknowledge and warrant that they understand and agree to all of the terms of this Agreement to Amend the CBA and they affix their signatures below to indicate their assent to all terms:

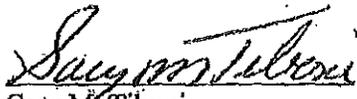
FOR THE COUNTY:



Armond Budish,
County Executive

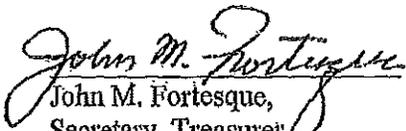
3-9-16
Date

FOR THE UNION:



Gary M. Tiboni,
President

3/2/16
Date



John M. Fortesque,
Secretary, Treasurer

3-2-16
Date

Approved as to legal form:



Nora L. Hurley,
Deputy Chief Law Director
Cuyahoga County
Department of Law

Collective Bargaining Agreement

Between

The County of Cuyahoga

And

**Teamsters Local 436, affiliated
with the International Brotherhood
of Teamsters**

County Airport

December 1, 2013

Through

November 30, 2016

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	RECOGNITION	1
2	MANAGEMENT RIGHTS	1
3	NO STRIKE/NO LOCKOUT	1
4	NON-DISCRIMINATION	2
5	DUES CHECKOFF	2
6	DISCIPLINE	4
7	GRIEVANCE PROCEDURES	5
8	STEWARDS	6
9	UNION VISITATION	7
10	BULLETIN BOARD	7
11	PROBATIONARY PERIOD	8
12	SENIORITY	8
13	HOURS OF WORK AND OVERTIME	9
14	SHIFT DIFFERENTIAL	9
15	REST PERIODS	10
16	VACATION LEAVE	10
17	HOLIDAYS	11
18	PERSONNEL FILES	12
19	ADDRESS NOTIFICATION	12
20	LAYOFFS AND RECALL	13
21	CALL-IN PAY	13
22	SICK LEAVE ACCUMULATION AND USE	13
23	SICK LEAVE CONVERSION	15
24	PERSONAL LEAVE OF ABSENCE	15
25	COURT AND JURY DUTY	15
26	FAMILY AND MEDICAL LEAVE	16
27	MILITARY LEAVE	16
28	JOB CLASSIFICATION	16
29	PERFORMANCE OF BARGAINING UNIT WORK	17
30	JOB VACANCIES/PROMOTIONS	17
31	HEALTH INSURANCE BENEFITS	17
32	WAGES	19
33	FITNESS FOR DUTY TESTING	19
34	SAFETY AND HEALTH	21
35	DISABILITY SEPARATION	22
36	SCHOOLING AND TRAINING	22
37	COUNTY POLICY/PROCEDURE	22
38	SUCCESSOR CLAUSE	23
39	SAVINGS CLAUSE	23
40	ENTIRE AGREEMENT/AMENDMENTS	23
41	DURATION	23

ARTICLE 1: RECOGNITION

Section 1. The Union is recognized as the sole and exclusive representative for all employees in the following job classifications for the purpose of collective bargaining pursuant to Chapter 4117 of the Ohio Revised Code.

Section 2. The Union's exclusive bargaining unit includes all full-time and regular part-time employees in the following job classifications: Airport Operations Technician II and Airport Operations Technician III.

Section 3. All other employees of the County Airport are excluded from the bargaining unit including, but not limited to, all supervisors, managerial employees, clerical employees, professional employees, security employees, casual, seasonal, temporary, and intermittent employees.

ARTICLE 2: MANAGEMENT RIGHTS

The Union recognizes the unqualified right of the County to operate and manage its operations, including the right to establish and require a fair standard of performance; to maintain order and efficiency; to direct employees; to determine the materials and equipment to be used; to implement new and different operation methods and procedures to determine the kind, type, and location of facilities; the unqualified right to extend, limit, contract or curtail the whole or any part of the operation; the right to select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees for just cause; the right to lay-off and recall employees; the right to promulgate and enforce reasonable rules, regulations, personnel policies, and procedures provided such rights which were vested solely and exclusively in the County shall not be exercised so as to violate any of the specific provisions of the Agreement. The parties recognize the above statement of management rights is for illustrative purposes only, and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned.

ARTICLE 3: NO STRIKE/NO LOCKOUT

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist a strike, walkout, work stoppage, impeding of work or slowdown in any way, nor shall any employee instigate or participate, directly or indirectly, in such activity at any operation or operations of the County for the duration of this Agreement.

Section 2. The Union shall cooperate with the County in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event any violation of Section 1 occurs, the Union shall immediately notify all employees that the strike, walkout, work stoppage, or slowdown at any operation or operations of the County is prohibited and is not in any way sanctioned

or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once. The Union shall seek by every possible means to bring about an immediate resumption of work. Participation by any employee in an activity listed in this Article shall constitute good and sufficient reason for discharge or discipline, at the Employer's option.

Section 3. The Board of County Commissioners or legal successor and representatives shall not lock out any employees for the duration of this Agreement.

Section 4. Nothing herein shall prevent the Union from its right to strike, only as specifically authorized by Chapter 4117 of the Ohio Revised Code, following the expiration of this Agreement or any extension thereof.

ARTICLE 4: NON-DISCRIMINATION

Section 1: The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, disability, marital status, race, color, creed, national origin, union activities, religion, political affiliation or non-affiliation, or veteran status. The Union shall share with the County the responsibility for applying this provision of the Agreement without discrimination based on the classifications listed above.

Section 2: There shall be no discrimination by the County or the Union against any employee because of the employee's lawful union activities.

Section 3: The use herein of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classification regardless of sex.

ARTICLE 5: DUES CHECKOFF

Section 1. The Employer and the Union agree that membership in the Union is available to all employees in the bargaining unit.

Section 2. The Employer agrees to deduct initiation fees, re-initiation fees, and entry fees as are regularly assessed by the Union in accordance with the Constitution and Bylaws of the Union. The Employer agrees to deduct periodic Union dues and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon receipt of written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee and/or Local Union office. Payroll deduction authorization shall be on a form provided by the Union and approved by the Employer.

Section 3. All new employees who do not become members within sixty (60) days following the beginning of employment shall be required to pay a fair share fee as a condition of continued employment. The fair share fee shall be established to cover the employee's pro rata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees. Fair share fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of fair share fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 in the Ohio Revised Code. All current employees, who are members of the Union on the date that this Agreement is ratified by both parties, who thereafter withdraw from membership, shall be subject to provision of a fair share fee. Employees wishing to withdraw from membership may do so during the thirty (30) day period beginning 120 calendar days prior to the expiration of this Agreement and ending 90 calendar days prior to the expiration of this Agreement.

Section 4. Prior to the effective date of this Agreement and the anniversary date of each succeeding year for the term of this Agreement, the Union shall certify the proportion of its total dues and fair share fees that were spent on activities that could not be charged to the fees of nonmembers during the preceding year. Such certification of said proportionate amount shall be made by submitting to the Employer's Division of Labor Relations a statement of such proportionate amount from the Union's certified public accountant based on his examination of the Union's books and accounting records. The amount of the fair share fee required to be paid by each nonmember employee in the unit during the succeeding year shall be the amount of the regular dues, less each nonmembers proportionate share of the amount of the union dues and fees spent on activities not chargeable to such fees in the prior year as certified by the Union's certified public accountant.

Section 5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union dues and/or fair share fees and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6. The Employer shall be relieved from making such individual check-off deduction upon (a) termination of employment; (b) transfer or promotion to a job other than one covered by the bargaining unit; (c) layoff from work, (d) an agreed unpaid leave of absence or (e) termination or expiration of this Agreement.

Section 7. The Employer shall not be obligated to make dues deductions from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 8. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within 60 days after the date such error occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

Section 9. The names of employees and the rate at which union dues and fair share fees are to be deducted shall be certified to the Payroll Division by the Union monthly. One (1) month advanced notice must be given to the Payroll Division prior to making any changes in the rate of dues deduction and in the amount of an individual's dues or fair share fee deduction. The Employer agrees to furnish the Union a warrant in the aggregate amount of deductions.

Section 10. Deductions provided for in this Article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any bargaining unit member during any particular month, the Employer upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months' regular dues or fair share fees from the pay of any bargaining unit member. The Employer will not deduct more than one (1) months regular deductions for more than one (1) consecutive month.

Section 11. Each eligible employee's written authorization for dues shall be honored by the Employer for the duration of this Agreement unless properly revoked pursuant to this Article.

ARTICLE 6: DISCIPLINE

SECTION 1. The Employer reserves the right to discipline any employee for just cause.

SECTION 2. The Employee and the Union shall be given a copy of the disciplinary action and a copy shall be entered into his personnel record within five (5) days of the effective date of discipline.

SECTION 3. Discipline that results in a suspension or removal may be reviewed through the Grievance Procedure beginning at Step 2. No employee shall be suspended or removed without first having an opportunity to participate in a Pre-Disciplinary conference, except that an employee may be relieved of duty without pay pending a disciplinary investigation on a case by case basis.

SECTION 4. The Employer will endeavor to follow the concept of progressive discipline where appropriate in accordance with the Cuyahoga County Personnel Policies and Procedures Manual.

SECTION 5. Any employee may appeal any disciplinary action through the grievance arbitration process.

SECTION 6. No verbal reprimand, written reprimand or suspension in an employee's personnel file will be considered, for purposes of subsequent disciplinary action, twenty-four (24) months after the date of discipline as long as the employee does not receive any other disciplinary action for a like or related offense during the twenty four (24) month period. If a like or related disciplinary action is administered, the new twenty four (24) month period will commence on the date the subsequent disciplinary action is administered.

ARTICLE 7: GRIEVANCE PROCEDURE

Section 1. A grievance is any dispute concerning the alleged violation of this Agreement between the County and the Union.

Section 2. A grievance may be brought by the Union steward in the Bargaining Unit or an authorized Union representative.

Section 3. A grievance relating to discharge, suspension of three (3) calendar days or more, layoff, or recall may be filed at Step 2 of the Grievance Procedure.

Section 4. Steps of the Grievance Procedure

Preliminary Step

An employee having any grievance will first attempt to resolve it informally with his/her immediate supervisor within five (5) calendar days after the events giving rise to the grievance occurred. If the employee is not satisfied with the response of the supervisor, he/she may then proceed to Step 1.

Step 1: Airport Manager and Field Supervisor

Within seven (7) calendar days from the events giving rise to the grievance or from the time that the aggrieved employee reasonably should have become aware of the events, the aggrieved employee, with Union representation, if the former so chooses, shall discuss the filing of a grievance orally with the Airport Manager/Field Supervisor with the understanding that it is in all parties best interest to settle all disputes as quickly as possible. The Airport Manager or Field Supervisor shall submit a written response to the grievance within fourteen (14) calendar days following the date of the grievance meeting.

Step 2: County Office of Labor Relations

If the grievance is not resolved at Step 1, a written copy along with the Step 1 answer shall be submitted to the County's Division of Labor Relations within ten (10) calendar days of the receipt of the Step 1 answer. Within twenty (20) calendar days from the date that the Division of Labor Relations receives the Step 2 request, a Step 2 meeting shall be held. Within twenty (20) calendar days following the date of the meeting, a written response shall be issued.

Step 3: Arbitration

If the grievance is not resolved at Step 2, the Union may request final and binding arbitration. The Union's written request for arbitration must be received by the Division of Labor Relations within twenty (20) calendar days of the Union's receipt of the step 2 answer. The Parties shall first attempt to mutually agree on an arbitrator. If the parties are unable to agree within seven (7) calendar days from the date that the arbitration request is received, the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) which shall be limited to members of the National Academy of Arbitrators from the Northeast Ohio sub-region of the FMCS. The parties shall be bound to select an arbitrator within twenty (20) days from receipt of the panel by the strike-off method, the Union proceeding first and the County alternately striking names from the panel. The last remaining arbitrator shall be deemed the mutual selection of the parties. After the selection of the arbitrator, the parties shall promptly contact the arbitrator to select a hearing date. If the Union has not agreed to an arbitrator within the timeframe specified above or to a hearing date within twenty (20) calendar days from the date that the parties selected the arbitrator, the grievance shall be deemed withdrawn.

The decision of the arbitrator shall be final and binding upon the County, the Union, and the employee(s). The arbitrator's authority shall be limited to the interpretation of the written Collective Bargaining Agreement, and he/she shall have no authority to add to, subtract from, or modify the provisions of this Agreement; to rule upon issues governed by law; or to make an award conflicting with the law.

The fees and expenses of the arbitrator shall be borne equally by the County and the Union.

ARTICLE 8: STEWARDS

Section 1. Union stewards will represent bargaining unit employees only for the specific purposes outlined in Paragraph 4 below. There shall be no more than two (2) stewards.

Section 2. The Union will notify the County of the name of the stewards.

Section 3. The authority of the stewards shall be limited to and shall not exceed the following duties and activities:

- a. Handling Grievances. The presentation of grievances and investigation of grievances, where necessary, in accordance with the provisions of this Agreement, provided that such investigations do not interfere with the County's operations. Stewards shall process grievances in accordance with the grievance procedure contained in this Agreement and shall do so only with proper regard for the County's operational needs.

- b. Transmission of Routine Information: (1) The posting of written messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information do not involve any interference with the County's operations; and (2) the transmission of verbal messages and information which shall originate with and are authorized by the Local Union which do not involve any interference with the County's operations and which cannot be deferred to non-working hours.

Section 4. Stewards shall have no authority to take strike actions or any other action interrupting the County's business. The County will not hold the Union responsible for actions of the Steward not authorized or ratified by the Union. The County shall be entitled to discharge any Union Steward or any other bargaining unit employee who has taken actions in violation of the No Strike provision of this Agreement.

Section 5. Stewards shall be required to perform all the duties of their job classifications and are subject to the same performance expectations as all other employees. Stewards shall be subject to the same disciplinary actions as any other employees provided that stewards receive the opportunity for a pre-disciplinary conference in which the steward is represented by the union prior to any suspension or discharge.

ARTICLE 9: UNION VISITATION

Reasonable access to the Airport premises shall be granted to duly authorized union representatives for the purpose of administering this Agreement. The Union agrees to provide advance notice, where possible, and to first notify the Airport Manager or his designee upon arrival when visiting the Airport premises. Union visitation shall not interfere with the normal operations of the Airport. Access may be restricted in the event of a safety emergency or for other legitimate operational reasons.

ARTICLE 10: BULLETIN BOARD

The County shall provide the Union with a bulletin board at a mutually selected location. All notices posted on the bulletin board shall bear the signature of a union official or bargaining unit employee. No notice or anything else that is posted may contain anything involving partisan politics or anything that is critical of the County or any other County Official or County Employee. Failure to follow the conditions set forth above will be grounds for County management to remove any posting without recourse from the Union.

ARTICLE 11: PROBATIONARY PERIOD

Section 1. New employees shall serve a probationary period of 180 calendar days. The probationary period shall begin on the employee's first date of service. The County shall have sole discretion to discipline or discharge probationary employees, and such actions during this period cannot be reviewed through the grievance procedure. Employees who do not meet the County's expectations may be failed at any time during the probationary period. Extended absences of five (5) or more continuous days shall not count towards completion of the probationary period.

Section 2. Upon written agreement with the Union and the employee at least five (5) calendar days prior to the end of the normal period, the County may extend the probationary period for not more than an additional forty-five (45) days.

Section 3. Each new employee shall receive a performance evaluation as soon as possible after the completion of the first half of the employee's probationary period. Each new employee shall receive a final evaluation before the end of the employee's probationary period.

ARTICLE 12: SENIORITY

Section 1. Bargaining unit seniority shall be defined as an employee's continuous length of service with the bargaining unit at the Airport. If two (2) or more employees have the same seniority date of hire, then seniority shall be decided by the last four (4) digits of the employees' social security numbers, with the highest number (e.g., 9999) being the most senior.

Section 2. Seniority shall be broken and employment will be terminated when an employee:

- a) Resigns or retires;
- b) Is discharged for just cause;
- c) Is laid off for a period of more than twelve (12) consecutive months;
- d) Is a no-call, no-show for three (3) or more consecutive working days;
- e) Fails to report to work when recalled from layoff within seven (7) consecutive working days from the date on which the County sends a recall notice to the employee by certified mail, unless satisfactory excuse is shown;
- f) Fails to report back to work following the cessation of PERS disability retirement benefits based on the Retirement Board's determination that the employee is no longer disabled. The employee must report back within fourteen (14) calendar days of the termination of disability retirement benefits, unless there is a pending appeal.

Section 3. Although an employee shall have no seniority during his/her probationary period, seniority shall be retroactive to the first date of service in a position in the bargaining unit.

Section 4. The County shall provide the Union with a list of all employees in the bargaining unit which shall include: employee name, job classification and date of first service in the bargaining unit. The list shall be provided twice per year or upon request of the Union.

ARTICLE 13: HOURS OF WORK AND OVERTIME

Section 1. Employees shall be scheduled, as needed, to meet the operational needs of the County. The County reserves the right, as operational needs and conditions require, to establish and change the hours of work, starting and/or ending times of any shift, and/ or schedules of hours. In the event it is necessary to reduce the regular work week below forty (40) hours, the County will, before implementing such decision, first meet with the Union to discuss the situation and attempt to work out an equitable solution to the problem.

Section 2. The County shall be the sole judge of the need for overtime work. Once management has determined the need for overtime, it shall be offered to bargaining unit employees first. Bargaining unit employees shall be compensated at time and one-half (1.5) their regular hourly rates for all hours worked in excess of forty (40) in one week. The County, at its discretion, shall have the right to offer compensatory time off in lieu of pay for overtime. Management shall make reasonable effort to inform the employee prior to working the overtime whether it will be paid or compensated through time off (except in emergency situations). Approval of compensatory time off shall be at times that are mutually agreed to by the employee and the employee's supervisor and shall be based on operational needs. To be eligible to use compensatory time, employees must provide at least 72 hours advanced notice in writing of their compensatory time off requests. Compensatory time off must be taken within 180 calendar days of its accrual or it will be converted into cash payment.

Section 3. For purposes of computing overtime pay, holidays, vacation leave and any other time in active pay status, except sick leave, shall be counted as hours and days worked.

ARTICLE 14: SHIFT DIFFERENTIAL

Section 1. Shifts shall be:

Day Shift	7:00 a.m.	-	3:00	p.m.
Evening Shift	3:00 p.m.	-	11:00	p.m.
Night Shift	11:00 p.m.	-	7:00	a.m.

The Union shall meet and confer with the County two (2) weeks in advance of any changes in the standard shifts.

Section 2. Employees that work the evening (3:00 p.m. to 11:00 p.m.) or the night shift (11 p.m. to 7:00 a.m.) will be compensated an additional fifty cents (\$.50) per hour. An employee must work at least one (1) full hour.

ARTICLE 15: REST PERIODS

Section 1. There shall be one (1) fifteen (15) minute rest period for each four (4) hours worked. The time represents actual time away from the employee's regular duties. The rest period shall be scheduled during the middle two (2) hours of each half shift to the extent practicable but it may not be scheduled immediately before or after the meal period or at the start or end of a shift. If management calls an employee off of their break, to the extent possible the time off shall be made up during the same workday.

Section 2. When an employee works four (4) hours beyond his/her regular quitting time, the County shall provide the employee with one (1) additional fifteen (15) minute rest period.

Section 3. Employees shall receive a thirty (30) minute paid lunch period at times determined by the Employer.

ARTICLE 16: VACATION LEAVE

Section 1. All regular full-time employees shall annually accrue the following vacation leave with full pay based upon their length of service as follows:

1 year but less than 5 years.....	80 Hours
5 years but less than 15 years.....	120 Hours
15 years but less than 25 years.....	160 Hours
25 years or more.....	200 Hours

Section 2. An employee becomes eligible to use vacation leave on his employment anniversary date. Vacation leave may only be taken with prior approval of management based on operational needs. Emergency vacation leave may be granted if documentation acceptable to management is provided.

Section 3. If a recognized holiday for which the employee is eligible falls within an employee's vacation leave, the employee shall receive holiday pay for that day rather than vacation pay.

Section 4. Employees may carry their Vacation Leave from year to year, up to a maximum of three (3) years accrual. Once an employee accumulates the maximum

allowable Vacation amount of three (3) years accrual for the employee's particular accrual rate, the employee has a period of one (1) year from the date in which the maximum balance was attained to use accrued time in excess of the allowable amount. Upon the end of the year period, any time over the maximum amount will be forfeited.

Section 5. If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall be paid for the pro-rated portion of any fully earned but unused vacation leave which he accrued under this Article.

Section 6. Employees shall submit their vacation requests during an annual canvass for the following year after management has determined what the work schedule will be for that year. The County shall make a good faith effort to post the work schedule by the last Friday in November.

- a. Vacation requests made during the annual canvass shall be granted based on seniority with the understanding that full weeks of vacation shall be scheduled first on a rotational basis with the most senior employee picking first and so on.
- b. Next, vacations in increments of less than a week surrounding holidays shall be scheduled by seniority on a rotational basis, with the most senior employee picking first, followed by the next senior employee and so forth. Employees who initially selected full week vacations around a holiday shall be skipped in the rotation.
- c. Vacation requests made after the annual canvass shall be granted on a first come, first serve basis.

ARTICLE 17: HOLIDAYS

Section 1. All regular full-time employees shall be entitled to the following holidays:

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

Section 2. Holidays shall be observed on the actual days which they fall.

Section 3. To be entitled to holiday pay, an employee must be on the active payroll (i.e.; actually receives pay during the week in which the holiday falls).

Section 4. A full-time employee who does not work on a recognized holiday shall

receive eight (8) hours straight time pay at his regular hourly rate. If an employee's work schedule is other than Monday through Friday he shall receive, in addition to his regular hours pay, eight (8) hours straight time pay at his regular rate for holidays observed on his day off regardless of the day of the week on which they are observed.

Section 5. All employees who work on a recognized holiday shall receive one and one half times (1½) their regular rate of pay for all hours worked on the holiday in addition to their regular Holiday pay as provided herein.

Section 6. Further, to be entitled to holiday pay, employees must actually work the scheduled workday before, and the scheduled work day after the holiday, unless absent due to vacation, funeral leave, jury duty, bonafide illness or injury. Documentation of such illness may be required.

Section 7. In the event that the County grants non-bargaining employees county-wide holiday time off on Christmas Eve or New Year's Eve, the employees covered by this Agreement shall be granted the same benefit, up to four (4) hours, if operational needs of the Airport permit.

In the event that bargaining unit employees are not released, employees required to work shall be compensated at time and one-half for the same amount of time that non-bargaining employees are granted off, up to four (4) hours.

Second and third shift employees shall be provided with the same benefit granted to first shift employees who are required to work.

Any benefit provided to employees under this section shall be considered a gratuity and shall not constitute an ongoing promise of a future benefit.

ARTICLE 18: PERSONNEL FILES

Employees shall be provided with the opportunity to inspect their personnel files upon reasonable advanced request to the County. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable request made to the Employer. Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the County.

ARTICLE 19: ADDRESS NOTIFICATION

It is the obligation of each employee to keep the County informed of the employee's current street/home address and telephone number. For the purposes of administering the terms of this Agreement, the County shall rely on the last address supplied by the employee in writing on the appropriate form for this purpose.

ARTICLE 20: LAYOFFS AND RECALL

Section 1. When it becomes necessary to reduce the working force due to a lack of funds, lack of work, or in the interest of economy or efficiency, bargaining unit employees shall be laid off based upon the process outlined in this Article.

Section 2. Employees shall be given a minimum of fourteen (14) calendar days advance written notice of layoff.

Section 3. The County shall first seek volunteers. If there are insufficient volunteers, employees shall be laid off by seniority, with the least senior employee (s) being laid off first.

Section 4. Laid off employees shall be recalled based on seniority, with the most senior employee on the recall list being recalled first. An employee on layoff will be given seven (7) calendar days notice of recall from the date on which the County sends the recall notice to the employee, by certified mail, to his last known address (as shown in the County's records).

Section 5. Recall rights shall expire twelve (12) months from the employee's first effective date of layoff.

ARTICLE 21: CALL-IN PAY

An employee who is called back to work at a time when he is not regularly scheduled to report shall receive a minimum of four (4) hours work, or pay to make up the difference if the employee is released before working the full four (4) hours, at the applicable hourly rate.

ARTICLE 22: SICK LEAVE ACCUMULATION AND USE

Section 1. Employees shall earn and accumulate paid sick leave at the rate of 4.6 hours of each eighty (80) hours of service in active pay status, including vacation and sick leave, but not for time on leave of absence or layoff.

Section 2. Sick leave shall be granted for absences due to the following reasons:

1. Illness, injury or pregnancy-related condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.

4. Death of a member of the employee's immediate family. In the event of the death of a member of his/her immediate family, an employee shall be granted time off with pay, to be charged against his/her accumulated and unused Sick Leave not to exceed five (5) days. In the event of the death of a relative other than a member of his/her immediate family, an employee shall be granted a leave of absence with pay, to be charged against his accumulated and unused Sick Leave, for two (2) days to attend the funeral if within the State of Ohio or five (5) days when the funeral is outside the State of Ohio. Any additional time off requested by the employee is subject to the approval of his/her supervisor, department head/superintendent and director.

In the event the employee has no sick, vacation or compensatory time, the employee must request an unpaid leave.

To be eligible for funeral leave, an employee must attend the funeral, or other obligations related to the death and/or estate, etc., and the failure to do so or a misrepresentation of facts related to a funeral leave shall be proper cause for disciplinary action as well as forfeiture of pay for the time away from work.

5. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the family member.
6. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employees presence is reasonably necessary.

Section 3. An employee who is absent on paid sick leave shall sign a statement on a form provided by the Employer to justify the use of sick leave. If medical attention is required, a certificate from the employee's licensed physician as to his fitness to perform his required duties shall be a prerequisite to his return to work after being off for three (3) consecutive work days. Also, this certificate shall indicate that the employee was under the physician's care and was advised by the physician to remain home from work. However, a medical certificate will be required if an employee is suspected of abusing sick leave as outlined in the current Personnel Policy and Procedures manual. If management requires a second opinion from a physician of its choosing, the cost of such examination shall be paid by the County. Employees recognize that the use of sick leave for any other purpose than specified in the County Personnel Policy and Procedures Manual will be appropriate cause for discipline.

Section 4. When the use of sick leave becomes necessary, the employee shall notify his or her immediate supervisor by telephone not later than one and one-half (1 1/2) hour before the employee's normal starting time. Unless notification is given, no sick leave will be approved except in unusual cases and then only after approval of the Airport Manager. Management may substitute an automated answering system to receive the notification of sick leave usage.

Section 5. Immediate family is defined as grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild or guardian.

ARTICLE 23: SICK LEAVE CONVERSION

An employee who has ten (10) or more years of service credit may elect at the time of retirement to be paid in cash for twenty-five percent (25%) of his total unused accumulated paid sick leave. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment shall not exceed 240 hours.

ARTICLE 24: PERSONAL LEAVE OF ABSENCE

Section 1. Employees may be permitted, if authorized by the County, to take an unpaid personal leave of absence. Such leave must be for a minimum of ten (10) working days, but may not exceed a maximum period of six months, with no extension or renewal allowed.

Section 2. A personal leave of absence may only be granted when all appropriate accumulated leave (vacation leave and compensatory/exchange time leave) has been exhausted.

Section 3. A personal leave of absence must be requested by the employee in writing and must be approved by the Airport Manager. The request shall state reasons for taking the leave and the dates for which such leave is being requested and shall be accompanied by any necessary supporting documentation.

ARTICLE 25: COURT LEAVE AND JURY DUTY

Section 1. Court leave with full pay shall be granted to any employee who is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the matter is work

related. Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time, compensatory time, or leave of absence without pay for purposes of attending the hearing. Such instance would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or custodian of juveniles.

Any work-related court attendance on behalf of the Cuyahoga County Airport outside of regular hours is paid even on off days.

The employee shall furnish proof by attaching the court notification to the Request for Leave form.

Section 2. Court leave with full pay shall be granted to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall turn in to the supervisor or department head a copy of the summons for jury duty.

Section 3. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the department head or supervisor for transmittal to the County Treasurer.

ARTICLE 26: FAMILY AND MEDICAL LEAVE

The County will comply with the Family and Medical Leave Act (FMLA). Family and Medical Leave shall be administered as specified in the County's Policies and Procedures Manual.

ARTICLE 27: MILITARY LEAVE

An employee shall be granted a Military Leave of Absence upon request in accordance with applicable Federal and State law.

ARTICLE 28: JOB CLASSIFICATIONS

Section 1. The County reserves the right to make changes in job classification specifications and position descriptions. Changes shall not be made for arbitrary or capricious reasons.

Section 2. The County shall meet with the Union at least 10 working days prior to making substantial changes in job classification specifications or position descriptions for the purpose of discussing such changes.

Section 3. It is understood that, if such changes are substantial, thus causing a substantial increase in the work load of the classification, the parties shall meet to discuss whether an increase in wage rate is appropriate. If the parties are unable to agree, the union may file a grievance and advance an appeal to arbitration.

ARTICLE 29: PERFORMANCE OF BARGAINING UNIT WORK

Section 1. In the interest of the efficient, safe and effective operation of the Airport, supervisors and other non-bargaining personnel may assist with performing work that is normally performed by bargaining unit employees as long as it does not result in layoffs or reduction in regular working hours of bargaining unit employees.

Section 2. If the decision to subcontract bargaining unit work may result in layoffs or a reduction in regular working hours of bargaining unit employees, the County shall first meet with the Union and provide it with an opportunity to negotiate over alternatives.

ARTICLE 30: JOB VACANCIES/PROMOTIONS

All new hires shall begin employment in the Airport Technician II classification. An Airport Technician II will be required to pass a Basic ARFF (Aircraft and Fire Fighting) training course which will be offered to the employee within one (1) year of their hire date. Promotion through the two-tiered Airport Technician classification series shall occur upon reaching the minimum qualifications of the Airport Technician III classification, including, but not limited to, the length of service with the County Airport, and training requirements that are included in the job classification specifications.

ARTICLE 31: HEALTH INSURANCE BENEFITS

Section 1. An eligible Employee is defined as a full time Employee covered by this Agreement. The Flex Count Plan ("the plan") is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance benefits for County employees. The Employer shall provide eligible Employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

Section 2. Bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

- a) METROHEALTH PLAN

The County shall offer a plan through Metro-Health at no cost to employees.

b) STANDARD BENEFIT PLANS

The Employer shall pay 90% of plan costs and the employees shall pay 10% of plan costs.

c) DENTAL AND VISION

The Employer shall pay 90% of plan costs and the employees shall pay 10% of plan costs.

Section 3. The costs of the medical and prescription drug plans will be determined through an actuarially certified process that is verified through an outside party and that includes reserves necessary to sustain the plans. In successive plan years, the Employer may add to or delete plans/providers offered and/or Employees may be offered additional plans with reduced or increased benefit levels.

Section 4. The Employer shall contribute 90% of the costs for the ancillary benefit plans (i.e. vision and dental), and the Employee shall contribute 10% of the cost for ancillary benefit plans.

Section 5. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to, deductibles, co-insurance, and spousal exclusion provisions.

Section 6. The Employer may implement or discontinue incentives for employees to participate in Employer-sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

Section 7. The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future years with notification to the Union.

Section 8. A waiting period of no more than one hundred twenty (120) calendar days may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require Employees, who desire coverage, to purchase it through a third-party vendor instead of participating in the County plans that are offered to regular full-time Employees. New Employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

ARTICLE 32: WAGES

Section 1. The base hourly wage rates through December 31, 2013 are as follows:

Airport Technician II	\$15.51
Airport Technician III	\$18.29

Section 2. Effective January 1, 2014, the base hourly wage rate for 2014 shall be increased by two percent (2%). Therefore, effective January 1, 2014, the base hourly wage rates will be:

Airport Technician II	\$15.82
Airport Technician III	\$18.66

Section 3. Effective January 1, 2015, the base hourly wage rate for 2015 shall be increased by two percent (2%). Therefore, effective January 1, 2015, the base hourly wage rates will be:

Airport Technician II	\$16.14
Airport Technician III	\$19.03

Section 4. In the third year of the Agreement, wages shall be subject to reopener negotiations. The wage reopener negotiations shall commence in the year before the third year of the Agreement or at a later date if mutually agreed by the parties in writing. In the event that the parties are unable to reach an agreement, either party may invoke fact-finding through a MAD or they may invoke fact-finding and have a fact-finder selected through contact with the State Employment Relations Board. If fact-finding is used, it will be conducted in accordance with Section 4117.14 of the Ohio Revised Code and accompanying provision of the Ohio Administrative Code. Following the fact-finding process, if a dispute remains regarding the wage reopener, the No Strike Article of this Agreement shall not apply and the Union may engage in a strike in accordance with Ohio Revised Code Section 4117.14 and the Ohio Administrative Code.

ARTICLE 33: FITNESS FOR DUTY TESTING

Section 1. The Employer and the Union agree that the Employer has a responsibility to provide its employees its clients and the public with the safest possible work conditions. Therefore, where there is reasonable suspicion to believe that an individual employee is using, soliciting, or is under the influence of drugs or alcohol at work, such employee will be directed to report to an Employer designated physician or medical clinic for a fitness for duty examination.

Section 2. The exam will be performed on Employer time and at Employer expense and will involve appropriate testing, including possible urine or blood tests or breathalyzer

exam as determined by appropriate medical personnel.

Section 3. An employee may be referred for such substance and alcohol testing if at least one supervisor has a reasonable suspicion that the employee is then under the influence of drugs or alcohol at work. Reasonable suspicion is defined as employee's observable action, appearance or conduct that reasonable indicates the need for substance and/or alcohol testing.

Section 4. When a supervisor determines that he has reasonable suspicion, the supervisor will complete a form which will be presented to the County Department of Human Resources. If the Department of Human Resources, in consultation with the Director or the Director's designee, determine that there is reasonable suspicion, Human Resources shall arrange for a fitness for duty exam.

Section 5. An employee may also be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse under the following circumstances:

- A. As part of a disciplinary probation for employees who have violated the Employer's drug and alcohol rules; or
- B. An employee involved in a motor vehicle accident while in the course and scope of employment shall be subject to a test if the Employer has reason to suspect alcohol or illegal drug use.

Section 6. An employee shall be entitled to speak to a Union representative before testing is administered unless none is available.

Section 7. Where the Employer determines there is reasonable suspicion, a refusal to be tested shall be treated as a positive test result and a cause for removal. If an employee's first test is positive for drugs or alcohol, the employee shall be given the opportunity to voluntarily submit to substance abuse treatment. If an employee refuses to submit to treatment, said employee shall be subject to the disciplinary procedure. However, this section shall not absolve an employee from discipline for a work rule infraction.

Section 8. As concerns urine samples for drug testing, subject employees will undergo an initial screen (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The Employer will insure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting and every precaution shall be taken to insure that the procedures shall not demean, embarrass, or cause physical discomfort to the employee.

Section 9. The results of any drug and alcohol screening test will be kept strictly confidential. An employee who tests positive for drug and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Copies of any such evaluation shall be provided to the Employer and to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and such employee will have an opportunity to have these samples sent to a National Institute of Drug Abuse (NIDA) certified laboratory of his/her choosing for re-testing. If the retest result is negative, the expense shall be paid by the Employer.

Section 10. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The Employer's Employee Assistance Program (EAP) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through the EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as not to endanger fellow employees, clients, the public or otherwise adversely impact the employee's ability to perform his/her job duties.

Section 11. The EAP program does not supplant or alter the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine sample at an independent laboratory, and the opportunity to rebut the allegation of substance abuse on the job. The Employer shall list the basis upon which it was determined that there was reasonable suspicion to believe the employee was using drugs or alcohol or was under the influence of drugs or alcohol at work.

Section 12. Any employee found to have positive screens for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the Employer before returning to work.

Section 13. The County expressly reserves the right to require an employee to submit to a medical examination, to determine an employee's fitness and ability to perform the job duties of a specific job.

ARTICLE 34: SAFETY AND HEALTH

Section 1. The Employer and the Union shall cooperate in the continuing objective to eliminate accidents and health hazards. The County shall provide working conditions in compliance with applicable requirements of the State of Ohio and the federal government, and shall provide safety gear and equipment as follows: rain suits, slop boots, hearing protection and eye protection, as needed.

Section 2. It is the duty of all bargaining unit employees to be familiar with the safety rules promulgated by the County, to use appropriate safety equipment, and to follow all safety rules and safe working methods. Violation of safety rules may constitute just cause for disciplinary action.

Section 3. Employees are responsible for the proper use and care of the equipment, tools, and vehicles provided, along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor.

Section 4. During the life of this Agreement, the Airport shall provide one winter coat, one lightweight jacket, and one winter coveralls or winter bib for each employee.

Section 5. Each year the Airport will provide work boots to all bargaining unit employees. The work boots shall be steel toe, and of Red Wing quality. Employees may choose their boots (not to exceed \$200) unless the Employee pays the cost for more expensive boots.

ARTICLE 35: DISABILITY SEPARATION

An employee shall retain full reinstatement rights in accordance with all applicable state and federal laws.

ARTICLE 36: SCHOOLING AND TRAINING

Section 1. Predicated on the needs of the Airport, reasonable efforts will be made to send bargaining unit employees to an accredited aircraft rescue and fire-fighting training school which may include an advanced ARFF training school for eligible employees. Employees shall be given an opportunity to attend advanced ARFF training and hazardous materials certification by the third anniversary at their hire dates.

Section 2. The Airport shall provide reasonable training to bargaining unit employees consistent with operational needs.

ARTICLE 37: COUNTY POLICY/PROCEDURE

Section 1. The policies and procedures contained in the County's Policies and Procedures Manual shall be applicable to all bargaining unit employees. However, where policies conflict with any article in this Agreement, the Agreement shall supersede. The County retains the right to adopt and amend reasonable work rules and policies, including the disciplinary consequences to employees of violating said rule and policies consistent with the just cause standard.

Section 2. Each employee shall be issued and acknowledge receipt for the County's Policies and Procedures Manual as well as any/all supplements as they become available. The issuance and employee acknowledgement may be by hard copy,

electronic means, posting or other appropriate means of distribution.

Section 3. All employees required to use a motor vehicle in the course of employment shall maintain the appropriate State of Ohio motor vehicle license. All employees are required to immediately report any vehicle violations and/or accidents occurring during the course of their employment. Employees are also required to immediately report any interruption of driving privileges to the Airport Manager. Any employee who operates a vehicle during the course of his employment without a valid drivers' license or occupational driving privileges shall be subject to discipline, up to and including termination of employment.

ARTICLE 38: SUCCESSOR CLAUSE

Should the Employer effectively change the appointing authority or should the Division come under a different department, this Agreement shall remain in effect through the duration herein.

ARTICLE 39: SAVINGS CLAUSE

If a tribunal of competent jurisdiction should find that any provision of this Agreement is not in conformity with the laws of the State of Ohio or the United States of America, the parties shall meet to attempt to negotiate any necessary change in the Agreement relative to the affected provisions only, and the remainder of this Agreement shall continue in full force and effect.

ARTICLE 40: ENTIRE AGREEMENT/AMENDMENTS

Section 1. The parties acknowledge that during the negotiations that resulted in this Agreement, each had an unlimited right and opportunity to make demands and present proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Any legal obligation to bargain with respect to any matter that is not governed by the express terms of this Agreement is waived by each of the parties hereto except during the period following the giving of sixty (60) days notice prescribed in the duration article of this Agreement.

Section 2. It is the intent of the parties that the provisions of this Agreement shall supersede all past agreements, understandings, and practices, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

Section 3. This Agreement shall not be amended, modified or altered unless approved by Board of County Commissioners or its legal successor in writing and signed by duly authorized representatives of the Union.

ARTICLE 41: DURATION

This Agreement shall become effective December 1, 2013, upon approval of the Board of Cuyahoga Commissioners and the Local Union and shall remain in full force and effect until midnight November 30, 2016.

IN WITNESS WHEREOF, the parties have set their hands this 16th day of, June 2014.

Teamsters Local #436:

Sayim Tuberi
President

Cuyahoga County:

Ed FitzGerald
Ed FitzGerald, County Executive

John M. Fortesque
Secretary Treasurer