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**CUYAHOGA COUNTY**

**and**

**U.A.W. Region 2-B**

**Cooks', Laundry and  
Custodial Workers' Contract**

**Effective through June 30, 2015**

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# COOKS', LAUNDRY & CUSTODIAL WORKERS' CONTRACT

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## **SECTION I: INTRODUCTORY PROVISIONS**

### **Article 1: PREAMBLE**

This Agreement is entered into by and between Cuyahoga County, herein further known as the "County" or the "Employer," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW Region 2-B, hereafter known as the "Union" representing Employees, defined herein as Cooks, Laundry and Custodial Workers (hereafter known as "Employees"), assigned to the Cuyahoga County Sheriff's Department, located at 1215 West 3<sup>rd</sup> Street, Cleveland, Ohio 44113, or any other location that is used in the normal use of everyday business conducted by the Cuyahoga County Sheriff's Department.

### **Article 2: PURPOSE OF AGREEMENT**

**SECTION 1.** It is the intention of the Agreement to maintain harmonious relations between Cuyahoga County and its Employees represented by the Union; and that all dealings between the parties hereto shall be conducted in a legal manner and consistent with efficient and progressive service towards Employer, Employees, and the public interest.

### **Article 3: PLEDGE AGAINST DISCRIMINATION**

**SECTION 1.** The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry, marital status or political opinions or affiliations. Both parties equally share the responsibility for applying this provision of the Agreement.

### **Article 4: MANAGEMENT RIGHTS**

**SECTION 1.** Unless the Employer agrees otherwise in this Agreement, nothing impairs the right and responsibility of the Employer to:

- 1) determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, its standards of services, its overall budget, its utilization of technology and organizational structure;
- 2) direct, supervise, evaluate and hire Employees;
- 3) maintain and improve the efficiency and effectiveness of operations;

- 4) determine the overall methods, process, means and personnel by which operations are to be conducted;
- 5) suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, train, and administer tests based on the training, and schedule, promote and retain Employees;
- 6) determine the adequacy and size of the work force;
- 7) determine the overall mission of the Employer as a unit of government;
- 8) effectively manage the work force;
- 9) take actions to carry out the mission of the public Employer as a governmental unit;

Further, this Article does not limit the rights of the Employer under Ohio Revised Code Section 4117.08.

## **SECTION II: UNION-RELATED PROVISIONS**

### **Article 5: UNION RECOGNITION**

**SECTION 1.** The Employer hereby recognizes the Union as the sole collective bargaining agent with respect to wages, hours, terms and other conditions of employment for all Cooks, Laundry and Custodial Workers as described by the State Employment Relations Board (SERB) Case Number: 07-REP-10-0148, certified December 19, 2007, but excluding Food Service Manager and all other employees of the Cuyahoga County Sheriff's Department as defined by SERB.

**SECTION 2.** Notwithstanding the provisions of this Article, confidential, fiduciary, casual and seasonal employees shall be excluded from the bargaining unit.

**SECTION 3.** Any term(s) of this Agreement reached between the Employer and the Union are binding upon all Employees and cannot be changed by either individual Employees or the Employer.

## **Article 6: PROBATIONARY PERIOD**

**SECTION 1.** Employees entering this unit are probationary Employees for a period of one hundred eighty (180) days. There shall be no extension of the 180-day probationary period other than for leave of absence of that Employee during those 180 days. The Union may represent a probationary Employee, but neither the Union nor the probationary Employee may grieve any discipline or removal imposed during the probationary period.

**SECTION 2.** The Employer will conduct at least one performance evaluation at the midpoint of the probationary period and another prior to the end of an Employee's probationary period to measure the Employee's fitness to continue in the position.

## **Article 7: UNION REPRESENTATION**

**SECTION 1.** For purposes of processing grievances and collective bargaining, the Union shall be represented by two (2) stewards, one (1) of whom will serve as chief steward. All stewards shall be elected by members of the Union. No Employee shall be permitted to serve as union steward or chief steward who has less than one (1) year employment with the Employer. The Union may elect one (1) alternate who may serve in the absence of either steward.

**SECTION 2.** The Union shall supply the Employer's designee with a list of names of the stewards and alternates which is to be kept current at all times.

**SECTION 3.** The Employer agrees to admit a Union representative (i.e., an employee of the UAW) to a designated area within the confines of the Sheriff's Department. The Employer shall determine such area. Prior to such admittance, the Union representative must advise the Employer, or its designee, of the purpose of the visit. Approval from the Employer, or its designee, must be obtained by the Union representative before entering areas not accessible to the general public.

**SECTION 4.** Grievance hearings shall be mutually scheduled by Employer and stewards of the bargaining unit. If grievance hearings are scheduled during an Employee's regular hours, the Employee shall not suffer any loss of pay while attending the hearings.

**SECTION 5.** The following rules govern the investigation of any alleged grievances:

- 1) The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of Employees.
- 2) The Union shall not conduct activity in any work area without first obtaining permission from the supervisor in charge of the area.

- 3) The Union steward(s) shall immediately cease activity upon request of the supervisor of the area where said activity is being conducted or upon request of the Employee's immediate supervisor, if the activity interferes with obligated duties of the Employee.

## **Article 8: UNION SECURITY/CHECK-OFF OF MEMBERSHIP DUES**

**SECTION 1.** All Employees shall either become a member of the Union or be required to pay a Fair Share Fee to the Union. Employees may resign from the Union during a thirty (30) day period on each yearly anniversary date of union membership of that Employee. Notice of resignation must be in writing and presented to the Chief Steward and the Employer during this thirty (30) day period. The payment of dues and assessments uniformly required of the entire membership shall be the only required condition of employment.

**SECTION 2.** An Employee who becomes a member of this unit shall either become a member of the Union or be required to pay a Fair Share Fee to the Union on or after a mutually-agreed probationary period or sixty (60) days following the beginning of employment, whichever is less. Employees who become members of the Union or pay a Fair Share Fee shall not pay more than the dues paid by members of the Union, in accordance with the terms of Ohio Revised Code Section 4117.09(C).

**SECTION 3.** The Union agrees to accept all present Employees in the bargaining unit into membership, provided they make proper and timely application and tender to the Union the uniform initiation fee, periodic dues and reasonable assessments.

**SECTION 4.** In the case of Employees rehired or returning to work after a layoff or leave of absence, or transferred back into the bargaining unit, who previously have properly executed authorization for check-off of dues forms, deductions will be made for initiation fees, membership dues and reasonable assessments.

**SECTION 5.** Where the Employee or the UAW has delivered to the Employer proper legal, voluntary authorization for such deductions, the Employer will deduct from the pay of each Employee during the life of this Agreement, all Union initiation fees, reasonable assessments and monthly dues. All deductions shall be made from the first pay earned each month. A check for such monies shall be forwarded to the financial secretary/treasurer of the local Union of the designated unit by the 20<sup>th</sup> day of each month. Any member shall have authorized deductions made from the first pay of the next calendar month in which the member is compensated for forty (40) or more hours during the previous month. The parties shall cooperate with each other to provide financial information concerning check-off monies and Employees involved.

**SECTION 6.** The Union shall assume full and complete responsibility for the disposition of all check-off monies received and shall save the Employer harmless therefrom. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article.

**SECTION 7.** The deduction of a Fair Share Fee by the Employer from the payroll check of the Employee and its payment to the Union is automatic and does not require the written authorization of the Employee.

### **Article 9: UNION BUSINESS LEAVE OF ABSENCE**

**SECTION 1.** Leaves of absences without pay and without loss of seniority shall be granted to those stewards, or local Union officers, involved in grievance matters, arbitration matters, local-regional Union matters, negotiating preparation and meetings. The above mentioned personnel shall suffer no loss of pay or benefits for their Union Business Leave of Absence. The local Union shall forward to the Employer the full cost of all lost time and benefits beyond the reservoir, prior to the closing date of the pay period. A reservoir of fifteen (15) working day benefits will be paid to any stewards or officers who claim time off for those events. The amount of fifteen (15) days is in the aggregate. The benefits paid shall include vacation time.

**SECTION 2.** Delegates and/or alternates to the Union convention may be granted ten (10) days leave of absence without loss of seniority and the Union shall give a fourteen (14) calendar day notice to the Employer.

**SECTION 3.** An Employee who has been selected by the Local Union or the International Union to a full-time, permanent position shall be granted a leave to participate in Union activities without pay and without loss of seniority accrued to date of leave; such leave shall not exceed one (1) year. Seniority shall not accumulate during said leave. The Local or International Union shall give notice to the Employer not less than fourteen (14) calendar days prior to the date said leave shall become effective.

When the Employee returns to employment under the terms of this collective bargaining agreement, that Employee shall obtain the next vacancy in the unit to which he is entitled by way of seniority. The date of Employee availability must be within the twelve-month period and the vacancy to which entitlement is claimed cannot be more than twenty-four (24) months after the first day of original leave.

### **Article 10: BULLETIN BOARD**

**SECTION 1.** The Employer shall provide space on its bulletin board in a proper location of the Department solely for use by the Union to post notices.

**SECTION 2.** It is agreed that the following notices shall not require prior Employer approval:

- a) Posting of rules and regulations of the Union;
- b) Notices of Union meetings and election results;
- c) Notices of recreational and entertainment activities;
- d) Educational material.

The Employer will be provided copies of the foregoing at the time of posting; any other notices must have proper approval of the Employer.

### **Article 11: DISTRIBUTION OF RULES, DIRECTIVES AND PROCEDURES**

**SECTION 1.** When the Employer promulgates or amends any rules, directives, or procedures, they shall be posted on the bulletin board and made available to the Employees. Copies of such documents shall be furnished to, and, upon request, discussed with a representative of the Union.

**SECTION 2.** The parties recognize that it is the responsibility of the Employer to inform the Employees in advance of any change in departmental policies, procedures, and directives. This notice shall be by posting on the bulletin board or through general distribution to all bargaining unit members. An Employee may request a copy of such policy, procedure, or directive through a steward or through the Human Resources Department.

**SECTION 3.** It is understood that this Article does not relieve any Employee from following instructions or orders in the normal course of duty.

### **Article 12: LABOR/MANAGEMENT MEETINGS**

**SECTION 1.** In the interest of sound labor/management relations, the Employer or his designee(s) shall meet with the Union upon request to discuss pending problems and to promote a more harmonious labor/management relationship. For purposes of this Article, the Union may consist of the International Representative or his/her designee, the Chief Steward, and other stewards in the bargaining unit.

**SECTION 2.** An agenda will be furnished to the Employer at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up and the names of those Union representatives who will be in attendance. The purpose of such meetings shall be to:

- a) discuss the administration of this Agreement;
- b) notify the Union of proposed changes by the Employer which affect bargaining unit members of the Union;
- c) disseminate general information of interest to the parties;
- d) discuss ways to increase productivity and improve efficiency;
- e) consider and discuss health and safety matters relating to Employees; and
- f) consider recommendation for changes from the Union in standard operating procedure rules.

**SECTION 3.** Special labor/management meetings have to be convened as soon as feasible.

**SECTION 4.** Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any Employee on duty may be required to return to work if an emergency arises during this meeting.

## **SECTION III: WAGES & BENEFITS**

### **Article 13: WAGES**

Hourly wage rates for the three (3) year duration of this agreement shall be as follows:

<b>POSITION</b>	<b>EFFECTIVE UPON APPROVAL</b>	<b>EFFECTIVE 7/1/13</b>	<b>EFFECTIVE 7/1/14</b>
Former Cook I	\$13.72	\$14.27	\$14.27
Former Cook II	\$14.27	\$14.27	\$14.27
Laundry	\$13.53	\$13.80	\$14.08
Custodial	\$11.62	\$11.85	\$12.09

### **Article 14: LONGEVITY**

**SECTION 1.** Employees shall receive longevity payment for their years of service with the Sheriff's Department in accordance with the following:

- 1) After five (5) years of continuous service, a longevity payment of one hundred twenty-five dollars (\$125.00) will be given to each bargaining unit member.
- 2) Commencing with the sixth year, and continuing each year thereafter, an additional twenty-five dollars (\$25.00) will be given to each Employee until a maximum of one thousand two hundred dollars (\$1,200.00) is reached.
- 3) Once reached, the one thousand two hundred dollar (\$1,200.00) maximum will be given to each Employee for the duration of his/her active, full-time employment with the Sheriff's Department.

## **Article 15: UNIFORM APPAREL & MAINTENANCE**

**SECTION 1.** The Employer will continue to provide full length aprons, hand care gloves, heavy-duty oven gloves, cellucaps, and hair nets for all Employees in the Cooks classification. The Employer shall also provide each Employee with one (1) pair of non-slip pull over rubbers (rubbers with safety toe for custodial workers) for the duration of this Agreement.

**SECTION 2.** The Employer shall provide an annual lump sum payment of two hundred fifty dollars (\$250.00) to each Employee for apparel purchase and maintenance, to be paid each anniversary date of this Agreement.

## **Article 16: GROUP INSURANCE**

**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 MetroHealth at no cost to Employees.

### **b) OTHER BENEFIT PLANS**

The biweekly health insurance contribution rates shall be as follows:

- 1) Effective upon approval: No change to current contribution rates;
- 2) Effective January 1, 2013: Employer 90% of plan costs; Employee 10% of plan costs; and
- 3) Effective January 1, 2014: Employer 90% of plan costs; Employee 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.** Effective January 1, 2013, 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 plans 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 17: HOLIDAYS**

**SECTION 1.** The Employer shall observe the following paid holidays:

- |                           |                            |
|---------------------------|----------------------------|
| 1) New Year's Day         | 6) Labor Day               |
| 2) Martin Luther King Day | 7) Columbus Day            |
| 3) Presidents' Day        | 8) Veterans' Day           |
| 4) Memorial Day           | 9) Thanksgiving Day        |
| 5) Independence Day       | 10) Day after Thanksgiving |
|                           | 11) Christmas Day          |

If a holiday should fall on a Saturday, it shall be observed on the previous Friday. If a holiday should fall on a Sunday, it shall be observed on the following Monday; except that Christmas Day, New Year's Day, Veterans' Day and Independence Day will be observed on the actual day.

**SECTION 2.** Any Employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1.5) times his/her usual rate of pay in addition to eight (8) hours of straight-time pay for the holiday.

**SECTION 3.** Any bargaining unit Employee who is scheduled to work on any of the recognized holidays as defined, upon the effective date of this Agreement, may be scheduled another day off within the pay period in which the original holiday actually occurs.

**SECTION 4.** When a bargaining unit Employee's scheduled off-day coincides with that of one of the recognized holidays as defined, upon the effective date of this Agreement, the bargaining unit Employee may be scheduled another day off within the pay period in which the original holiday actually occurs.

**SECTION 5.** In order to receive holiday pay, pursuant to Section 2 above, an Employee must work his/her last scheduled day before a holiday and first scheduled day after the holiday. In addition, Employees scheduled to work a holiday must work their full shift in order to receive holiday pay.

## **SECTION IV: TERMS & CONDITIONS OF EMPLOYMENT**

### **Article 18: NEW HIRE TRAINING**

**SECTION 1.** All Employees hired after the effective date of this agreement will be required to attend the "routine contact training" as provided by the Cuyahoga County Sheriff's Department within the first year of employment as defined in the Minimum Standards for Jails in Ohio Administrative Code Section 5120: 1-8-18. All newly-hired Employees shall receive a minimum of one week on-the-job training. Training shall be conducted by members of the Cooks' unit and may include standardized checklists provided by supervisory or management personnel.

### **Article 19: HOURS OF WORK/ OVERTIME**

**SECTION 1.** This Article is intended to define the normal work period for bargaining unit Employees at the time of the effective date of this Agreement. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of hours worked within a normal work period.

**SECTION 2.** The normal work period for bargaining unit Employees will be eighty (80) hours in a fourteen (14) consecutive day period. Specific hourly, weekly, or monthly work schedules may vary depending on job assignment. Any permanent change in an Employee's hours will require prior discussion with the Employee and the union steward if requested. Forty-eight (48) hours' notice will be given whenever possible.

**SECTION 3.** Any bargaining unit Employee who is required to work more than forty (40) hours in any workweek shall be paid overtime for such time at a rate of one-and-one-half (1- ½) times the Employee's regular rate of pay for the time actually worked.

**SECTION 4.** Unit members shall continue to receive a scheduled, compensated one-half hour lunch approximately midway between shift start and stop times.

## **Article 20: SENIORITY**

**SECTION 1.** Seniority shall be defined as an Employee's uninterrupted length of continuous service with the Employer and shall be calculated from the Employee's initial date of hire. "Date of hire" is defined as the first calendar day the Employee punched-in, signed-in, and/or started to work on active pay status.

**SECTION 2.** An approved leave of absence does not constitute a break in continuous service, provided the Employee follows proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**SECTION 3.** An Employee shall lose seniority and continuous service if:

- a) the Employee resigns or retires;
- b) the Employee is discharged for just cause;
- c) the Employee is absent from work for three (3) or more consecutive workdays without valid excuse; or
- d) the Employee fails to return to work within seven (7) calendar days of the date of receipt of certified mailing of a recall notice.

**SECTION 4.** Employees shall continue to accrue seniority during the following:

- a) Military leave of absence;
- b) While on layoff.

## **Article 21: HEALTH AND SAFETY**

**SECTION 1.** Safety must be a prime concern of both the Employer and the Employee. The Employer accepts the responsibility to make every effort possible to provide safe working conditions and working methods for Employees. It is expected that the Employer will follow all applicable safety rules.

**SECTION 2.** In the interest of timesaving, any work-connected unsafe condition should be reported by any Employee, noting same to his/her supervisor as soon as possible. The Employer shall take appropriate steps to avoid any injury and have the condition(s) corrected as soon as possible.

**SECTION 3.** The Employer agrees to maintain sanitary, safe, and healthful conditions in accordance with federal, state, and city laws. The Union is expected to require its members to cooperate in maintaining such conditions.

**SECTION 4.** The Employer will furnish basic emergency first aid for any work-related injuries occurring during working hours. Any such medical first aid provided by the Employer is intended to stabilize the medical condition of the affected Employee until further treatment is obtained via the Employee's health care provider; or for treatment of a life-threatening emergency condition until outside emergency medical personnel are available.

**SECTION 5.** The Food Service Department shall receive the daily copy of the "Inmate's Informational Update Sheet."

**SECTION 6.** In the event that a supervisor has reasonable suspicion that an Employee is either mentally or physically disabled due to the use of illegal drugs, alcohol, chemical or other harmful intoxicants, or other cause, the Employee shall not be allowed to work pending further testing and investigation pursuant to the Employer's "Drug Testing Policy". An Employee subject to the provisions of the "Drug Testing Policy" is entitled to union representation.

An Employee ordered to submit to such testing shall be placed on paid administrative leave pending the results of the testing. If the test results are negative, the Employee shall be returned to work on his/her regular shift. If the results are positive, the Employee shall be subject to disciplinary action, up to and including removal.

If an Employee is mentally or physically disabled because of an adverse reaction to a lawfully prescribed medication, said Employee shall not be allowed to work as scheduled and shall be charged with sick leave for all hours not worked as a result of said disability.

**SECTION 7.** Employees are encouraged to maximize physical and mental health through appropriate life-style routines. Physical or mental disabilities which, in the Employer's opinion, may threaten the safety and security of the work place, or which prevent an Employee from performing his/her job responsibilities in accordance with this Agreement, shall be sufficient cause to prevent the Employee from working.

## **Article 22: SHIFT AND WORK DAY SELECTION**

**SECTION 1.** There shall be an annual selection process in the month of July for shift hours and days of work for Employees in the Cook classification. Such selections shall be made on the basis of seniority.

### **Article 23: PROMOTION/RECLASSIFICATION OUT OF UNIT**

**SECTION 1.** Any Employee who accepts a position outside of his/her classification and is later deprived of that position shall be returned to their previous regular assignment. The Employee's name shall be restored to the seniority list with all seniority held at the time of reclassification but not accumulated.

**SECTION 2.** This Article shall not apply to Employees who have been removed for just and proper cause.

### **Article 24: EMPLOYEE DISCIPLINE**

**SECTION 1.** Employees covered by this Agreement shall not be disciplined or discharged except for just and proper cause.

**SECTION 2.** Prior to the imposition of any discipline (excluding attendance rule violations other than those carrying a penalty of "removal"), the Employee and Union shall receive written notice of any allegations, or charges, as well as any documents to be considered. Within five (5) working days of the receipt of this information, the Employee shall have the obligation to inform the Employer of his/her desire to appear at a pre-disciplinary hearing with a union representative. If the Employee fails to advise the Employer of his desire to appear, the Employee will be deemed to have waived such right of appearance. Any hearing must be held in an expeditious manner.

**SECTION 3.** For the purpose of determining the severity of discipline being imposed, the Employer shall not take into account any previous disciplinary action rendered against the Employee that occurred more than thirty-six (36) months preceding date of offense in the current charge. Copies of any disciplinary action rendered shall be given to the Employee and to the Union Chief Steward. An Employee may appeal any disciplinary action rendered through the grievance procedure, beginning at Step 3 thereof, by filing a written grievance with the Employer's designee within five (5) working days from the date the disciplinary action is imposed.

### **Article 25: GRIEVANCE PROCEDURE**

**SECTION 1.** The grievance procedure is a formal mechanism intended to assure that Employee grievances which may develop in the day-to-day activities of public service are promptly heard, answered, and action taken where appropriate.

**SECTION 2.** The term "grievance" shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation, or improper application of this Agreement.

**SECTION 3.** A grievance may be brought by any Employee covered by this Agreement. If a group of bargaining unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. Each Employee who desires to be included in such grievance shall be required to sign the grievance.

**SECTION 4.** The written grievance shall be submitted on a grievance form and shall contain the following information:

- a) aggrieved Employee's name;
- b) aggrieved Employee's assignment;
- c) name of the Employee's immediate supervisor;
- d) date and time of the incident giving rise to the grievance;
- e) date and time the grievance was first discussed and with whom;
- f) date the grievance was filed in writing;
- g) a statement as to the specific section(s) of the Agreement violated;
- h) a brief statement of the facts involved in the grievance;  
and
- i) the remedy requested to resolve the grievance.

**SECTION 5.** The time limitations established in this Article may be extended by mutual agreement between the Employer and the Union. "Working days", as used in this Article, shall not include Saturdays, Sundays, or holidays. Failure by the Employer to communicate a decision at any step of the formal grievance process within the specified time limit shall permit the grievance to be advanced to the next step of the process.

**SECTION 6.** An Employee may elect to have a Union steward present at any step of the formal grievance process. A Union steward who is to accompany the Employee at any step of the grievance process must inform the Employer of such at least twenty-four (24) hours prior to each scheduled meeting date and time. It is the responsibility of the Employee to notify the Union steward of each meeting date and time.

**SECTION 7.** Each grievance shall be processed in the following manner:

**STEP 1**

An Employee having a grievance will first bring that complaint orally to the attention of the Employee's immediate supervisor within three (3) working days of knowledge of the incident giving rise to the grievance. The immediate supervisor shall discuss the grievance with the Employee and a Union steward, if requested in accordance with this Section. If the Employee is not satisfied with the response given by the immediate supervisor, the Union steward shall reduce the grievance to writing and submit such form, within fifteen (15) calendar days of the incident giving rise to the grievance, to the Employer's administrative designee

for further processing. Grievances concerning disciplinary suspensions or discharges must be commenced by submitting them in writing on the appropriate form within five (5) working days of the imposition of the disciplinary action. Processing of such grievances shall thereafter proceed at Step 3.

## **STEP 2**

The Employer's administrative designee shall forward the Employee grievance to the Associate Warden responsible for the work area where the aggrieved Employee is assigned. The department head, or his/her designee, shall schedule a formal meeting to be held within five (5) working days of the receipt of the grievance with the Employee who filed the grievance and a Union steward. Prior to this meeting taking place, the department head, or his/her designee, shall make an investigation of all allegations contained in this grievance. Within three (3) working days of the above meeting, the department head, or his/her designee, shall provide the Employee with a written response to the grievance. If the Employee is not satisfied with the written response, the grievance may be advanced to Step 3 of the procedure within five (5) working days.

## **STEP 3**

Upon receipt of a written grievance which has been processed through both Step 1 and Step 2 of this procedure, the Employer's designee (other than the administrative designee) shall schedule a formal meeting within seven (7) working days with the Employee filing the grievance, the Union International Representative and a Union steward. Prior to this meeting taking place, the Employer's designee (other than the administrative designee) shall make an investigation of the allegation(s) contained in the grievance. The designee shall provide the Employee and the Union International Representative with a written response to the grievance within ten (10) working days after the above meeting.

## **STEP 4**

If the grievance is not answered to the Union's satisfaction in Step 3, the Union may make written request that the grievance be submitted to final and binding arbitration. Requests for arbitration must be submitted to the County Law Department within ten (10) working days following the date the Union received the Employer's Step 3 response. In the event the grievance is not referred to arbitration within such time limit, the grievance shall be considered resolved based upon the answer given by the Employer in Step 3.

**SECTION 8.** When a timely request for arbitration is submitted, the parties shall attempt to select an arbitrator from the permanent panel established and named herein by mutual agreement. In the event that no mutual agreement is reached, the panel members' names will be alternately stricken until one name remains; that individual will be designated by the parties to hear the matter.

The arbitrator so selected shall be advised of his/her selection within five (5) working days after the selection is made and requested to provide available dates for hearing. In no event shall the date of the hearing be sooner than thirty (30) days from the date of selection unless waived by the parties. The decision of the arbitrator shall be final and binding upon both parties and Employees involved. An arbitrator shall be limited to hearing one grievance at any one time unless the parties agree otherwise.

The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement, or any supplemental Agreement. The arbitrator's function shall be to determine whether any provision of the Agreement has been violated by an interpretation or application of the Agreement. Back pay awards may not be retroactive to any period preceding the date on which the grievance was submitted to the first applicable step of the grievance procedure. The arbitrator shall render a decision within thirty (30) days from the last date evidence was submitted unless additional time is requested by him/her and mutually agreed to by the parties.

A permanent panel of arbitrators is hereby created to be used for the selection of arbitrators pursuant to this article. The individuals comprising this panel are:

- (1) Jonathan Klein
- (2) James Mancini
- (3) Nels Nelson
- (4) Thomas Nowel
- (5) Robert Stein

The Union agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of the member's rights as provided by the grievance and arbitration procedures outlined herein.

**SECTION 9.** The fees and expenses of the arbitrator shall be split equally between the parties. Each party shall pay the cost of its own representatives and witnesses.

## **Article 26: LAYOFF AND RECALL**

**SECTION 1.** When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected Employee(s) and the Union at least fourteen (14) days in advance of the effective date of such layoff or job abolishment. If the Union requests, the parties shall meet to discuss the Employer's action. Employees whose jobs are abolished shall have the same rights as a laid off Employee in accordance with the provisions of this Article.

**SECTION 2.** The Employer shall determine when a layoff will occur. Affected Employees will be laid off in accordance with their established seniority. Bargaining unit Employee(s) with the least seniority will be laid off first, in the following order:

- a) Temporary Employees;
- b) Part-time Employees;
- c) New hires who have not completed their probationary period;
- d) Employees who have completed their probationary period.

In the event that more than one Employee has the same date of hire, the Employee with the lowest last four (4) digits of his/her Social Security number shall have preference in seniority.

**SECTION 3.** Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, Employees who are still on the recall list shall be recalled in reverse order of their layoff.

**SECTION 4.** Notice of recall shall be sent to the Employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice, return receipt requested, to the last mailing address provided by the Employee.

**SECTION 5.** The recalled Employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his/her intention to return to work and shall have seven (7) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**SECTION 6.** The Employer shall maintain an up-to-date seniority list which shall be posted on the bulletin board once each year. Said list shall remain posted for a fourteen (14) calendar day period and shall include the Employee's name, initial date of hire, and position within the department as it relates to seniority. After posting the list, any valid errors brought to the attention of the Employer shall be corrected within thirty (30) days of the posting. It is the Employee's responsibility to check these lists for accuracy and have the errors corrected. If the Employee fails to do so, the Employer may rely upon such information without liability until notified, in writing, of such error(s).

## **SECTION V: LEAVES**

### **Article 27: SICK LEAVE**

**SECTION 1.** Each member of the bargaining unit shall earn sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service. Sick leave credit shall be prorated to the hours of completed service in each pay period. Unused sick leave may be carried forward from one calendar year to the next without a maximum.

**SECTION 2.** An Employee who is unable to report for work, and who is not on a previously approved absence, shall be responsible for notifying the Radio Room at least one (1) hour prior to the Employee's scheduled work assignment unless documented emergency conditions prevent such notification. In the event of an anticipated extended absence in excess of three (3) consecutive work days, the Employee shall notify the Human Resources department of the absence and the estimated duration of same as soon as possible.

**SECTION 3.** With the approval of the Employer, sick leave may be used by the Employee only for the following reasons:

- 1) Illness, injury, or pregnancy-related condition of the Employee or member of the Employee's immediate family where the Employee's presence is reasonably necessary for the health and welfare of the Employee or affected family member.
- 2) Exposure to a contagious disease which could jeopardize the health of other Employees.
- 3) Examination or treatment of an Employee or member of the Employee's immediate family where the Employee's presence is reasonably necessary including medical, psychological, dental, or optical examination by an appropriate practitioner.

For purposes of this Section, definition of "immediate family" shall include: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, legal guardian, or other person who stands in the place of a parent.

**SECTION 4.** The Employee shall submit to the Employer a written and signed statement for the request and justification of sick leave within twenty-four (24) hours following the return to work. Falsification of either the signed statement or a physician's certificate, or application for use of sick leave with the intent to defraud, shall be grounds for disciplinary action, up to and including dismissal.

In the event of an absence from work on sick leave exceeding three (3) consecutive work days, the Employee shall provide a physician's statement upon return to work specifying the Employee's ability to return to work without restrictions. If such absence was due to the illness or injury of an immediate family member, the physician's statement shall indicate that the family member was under a physician's care and that

the Employee's presence was reasonably necessary for the health and welfare of the family member.

An Employee who requests the use of sick leave on more than five occasions within a calendar year, on a date directly preceding or directly following a scheduled day off from duty, shall submit a certificate from a licensed physician stating the nature of the condition and justifying the absence prior to the sick leave request being approved.

**SECTION 5.** An Employee who engages in the pattern use of sick leave shall be warned by the Employer. A pattern use of sick leave shall include, but not be limited to: consistent periods of sick leave usage before and/or after holidays, vacation days, regular days off; after pay days; absence following overtime worked; partial days; or a continued pattern of maintaining zero or near zero leave balances. If the Employee continues to engage in such conduct, the Employee may be required to submit medical documentation for the future use of sick leave.

#### **Article 28. FITNESS-FOR-DUTY EXAMINATION**

**SECTION 1.** If the Employer has reasonable suspicion to believe that an Employee is medically or psychologically unable to perform all of the duties of the Employee's position, the Employer may relieve the Employee from duty. If relieved from duty, the Employee shall be placed on paid administrative leave and the Employer shall pay the costs of a medical or psychological examination that is required by the Employer. An Employee found by the qualified medical professional selected by the Employer to have a medical or psychological disorder, condition, syndrome, or is otherwise unable to perform his/her duties shall not be permitted to work and further time off duty may be charged to any applicable sick leave or vacation leave at the Employee's request or may be designated as FMLA leave at the Employer's initiative as permitted by law.

**SECTION 2.** An Employee relieved of duty under the preceding Section must be given medical clearance acceptable to the Employer by a qualified medical professional before being allowed to return to work. Such documentation must certify that the Employee is able to perform all of the duties of his/her position (unless there is an A.D.A. issue that can be reasonably accommodated). If there is a disagreement between the respective qualified medical professionals, they shall select a third qualified medical professional by mutual agreement. The third examination shall be mutually paid for by the Employer and the Employee and the results and conclusions of that examination shall be final and binding and not be subject to the grievance procedure.

**Article 29: SICK LEAVE DONATION**

**SECTION 1.** The intent of the Sick Leave Donation Program is to allow bargaining unit Employees to voluntarily provide assistance to co-workers in the bargaining unit who are in critical need of medical leave due to an extended injury or illness.

**SECTION 2.** A bargaining unit Employee may receive donated sick leave, provided that the donee Employee has:

- a) a serious medical condition as defined under the Family Medical Leave Act (FMLA) that would require the Employee to be away from work for more than ten (10) consecutive working days. Employees with intermittent absences (less than 10 consecutive days) do not qualify for leave donation;
- b) exhausted all accrued leave, including sick time, vacation time, compensatory time, and workers compensation benefits;
- c) submitted documentation from a physician verifying the medical condition and duration;
- d) submitted a fully-executed FMLA Dept. of Labor Form WH-380;
- e) given written permission to inform the Employee's fellow bargaining unit members of the need for donated leave.

The maximum amount of donated leave that a donee Employee may receive is two hundred forty (240) hours.

**SECTION 3.** A bargaining unit member may donate sick leave, provided that the donor Employee:

- a) Voluntarily elects to donate the leave and does so with the understanding that the donated leave time will not be returned;
- b) Donates a minimum of one (1) hour and does not exceed thirty-two (32) hours per calendar year. Donations must be in full hour increments;
- c) Retains a minimum of forty (40) hours of accrued sick leave at the time of donation;
- d) Completes a leave donation form identifying the recipient Employee, the number of hours being donated and certifying that the leave donated is voluntary.

The Employer will not solicit leave donations from Employees; the Union and/or bargaining unit members will be responsible for solicitation of donations and completion of the necessary documentation. The donation of sick leave time will occur strictly on a voluntary basis. No Employee can be forced or coerced to donate. Any Employee who feels they are being pressured to donate should contact the Human Resources Department.

### **Article 30: PERSONAL DAYS**

**SECTION 1.** The Employer will grant the use of two (2) days of accrued sick time each year to be used by the Employee as personal time, which must be utilized in full-day increments. Requests for the use of personal time must be submitted at least seven (7) days in advance.

In case of an emergency, the seven (7) day notice may be waived by the Employer.

### **Article 31: VACATION LEAVE**

**SECTION 1.** Each full-time member of the bargaining unit, after service of one (1) year with the Employer, shall have earned, and will be due upon the attainment of the first year of employment, and annually thereafter, eighty (80) hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six (26) biweekly pay periods. Such vacation leave shall accrue to the Employee at the rate of three and one-tenth (3.1) hours each biweekly period.

**SECTION 2.** Each full-time member of the bargaining unit with eight (8) or more years of service with the Employer shall have earned, and is entitled to, one hundred twenty (120) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of four and six-tenths (4.6) hours each biweekly period.

**SECTION 3.** Each full-time member of the bargaining unit with fifteen (15) or more years of service with the Employer shall have earned, and is entitled to, one hundred sixty (160) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of six and two-tenths (6.2) hours each biweekly period.

**SECTION 4.** Each full-time member of the bargaining unit with twenty-five (25) years of service with the Employer shall have earned, and is entitled to, two hundred (200) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of seven and seven-tenths (7.7) hours each biweekly period.

**SECTION 5.** Vacation leave shall be taken by the Employee during the year in which it is earned and prior to the next recurrence of the anniversary date of employment. The Employer may permit an Employee to accumulate and carry over his/her vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years.

Any unused vacation leave which the Employer does not permit an Employee to carry over or is in excess of three (3) years shall be paid to the Employee at the applicable current rate of pay.

**SECTION 6.** An Employee is entitled to compensation, at his/her current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to the Employee's credit at time of termination of employment.

### **Article 32: BEREAVEMENT LEAVE**

**SECTION 1.** All Employees covered by this Agreement shall be entitled to receive up to three (3) days of bereavement leave with pay in the event of a death in the Employee's immediate family, as defined herein. The three (3) days of bereavement leave shall not be charged to the Employee's sick leave. An additional two (2) days of bereavement leave may be granted by the Employer which shall be charged against the Employee's accumulated paid sick leave.

**SECTION 2.** For purposes of this Article, definition of "immediate family" shall include: the Employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of a parent (loco parentis).

### **Article 33: COURT LEAVE/JURY DUTY LEAVE**

**SECTION 1.** The Employer shall grant court leave with pay and without any loss of benefits to any Employee who is:

- a) summoned for jury duty by a court of competent jurisdiction; or
- b) subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses where the Employee is not a party to the action.

**SECTION 2.** The Employee shall submit any and all fees issued by the court, board, or other legally constituted body to the Employer to be eligible to receive full pay.

### **Article 34: PERSONAL COURT LEAVE**

**SECTION 1.** An Employee who is appearing before a court or other legally constituted body in a matter to which he/she is a party may be granted vacation, holiday, or compensatory time by the Employer. Such instances would include, but not be limited to, criminal or civil matters, traffic courts, divorce proceedings, juvenile court as parent or guardian of juvenile, and tax matters.

**SECTION 2.** The Employee shall submit a copy of the summons, subpoena, or other documentation prior to the effective date of any leave.

### **Article 35: MILITARY LEAVE WITH PAY**

**SECTION 1.** Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or are members of the Reserve Forces of the United States Armed Forces are entitled to military leave of absence from their duties, without loss of pay or benefits, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

**SECTION 2.** A copy of the military orders, or notice to report, shall be submitted to the Employer prior to the effective date of orders.

### **Article 36: LEAVE OF ABSENCE WITHOUT PAY**

**SECTION 1.** At the sole discretion of the Employer, a leave of absence without pay may be granted to an Employee by the Employer, provided the Employee has completed his/her probationary period. Such leave is not to exceed six (6) months. Applications for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave unless emergency conditions prevent such notice. The application shall state the reason(s) for requesting the leave of absence, any associated documentation, and the days for which the leave is being requested.

**SECTION 2.** If it is found that an Employee who has been granted a leave of absence without pay has taken other employment, the Employer shall terminate the Employee's employment.

**SECTION 3.** An Employee who fails to return to duty upon completion or cancellation of an approved leave of absence without pay may be subject to disciplinary action. An Employee who fails to return to service from a leave of absence without pay and is subsequently removed from service is deemed to have a termination date corresponding to the starting date of the leave of absence.

**SECTION 4.** An Employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by the Employer.

## **SECTION VI: MISCELLANEOUS**

### **Article 37: WAIVER IN CASE OF EMERGENCY**

**SECTION 1.** In cases of emergency declared by the appropriate governmental authority, such as civil disorder, the following conditions of the Agreement shall automatically be suspended:

SERB Case No. 11-MED-12-1727  
U.A.W. Region 2-B and Cuyahoga County  
Cooks', Laundry & Custodial Workers' Contract  
Effective through June 30, 2015

- a) Time limits for Management or the Union's replies on grievances; and
- b) All work rules and/or agreements and practices relating to the assignments of all Employees.

**SECTION 2.** If valid grievances exist upon termination of the emergency, they shall be processed in accordance with the provisions outlined in the "Grievance Procedure" article of this Agreement and shall proceed from the last proper step in the grievance procedure.

### **Article 38: SEPARABILITY CLAUSE**

**SECTION 1.** If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall be adjudged by a court of competent jurisdiction to be invalid for any reason, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement and supplemental agreements shall remain in full force and effect for the term of this Agreement.

**SECTION 2.** The Union and Employer shall meet to renegotiate or correct articles, clauses, paragraphs, sentences, words or part thereof, to come into compliance with the law.

### **Article 39: CONDITIONS OF AGREEMENT**

**SECTION 1.** The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Once agreement is reached by the Employer and the Union, for the life of this Agreement each voluntarily and unequivocally waives the right, and each agrees, that the other shall not be obligated to further bargain collectively or individually with respect to any subject matter referred to or covered in this Agreement, nor, following the Agreement and for the life of same, shall any subject or matter not specifically covered or referred to in said Agreement be introduced for negotiation, unless the parties otherwise mutually agree in writing.

### **Article 40: REPRODUCTION AND DISTRIBUTION OF AGREEMENT**

**SECTION 1.** Upon ratification and signing of the Agreement by the parties, the Employer shall arrange for the reproduction of this Agreement in booklet form.

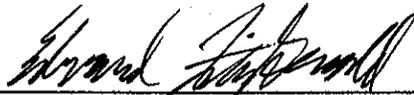
**SECTION 2.** The Employer shall arrange for a sufficient number of booklets to be printed for each Employee, and shall be responsible for the distribution to Employees. The Employer shall also maintain a copy of the Agreement on-line, which may be utilized by new members of the bargaining unit.

**SECTION 3.** For purposes of Section 2, the cost of printing shall be divided equally between the Employer and the Union.

**Article 41: EXPIRATION AND RENEWAL**

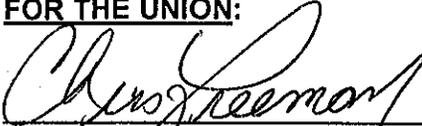
This Agreement is effective upon the date of ratification by the County Council, notwithstanding any other dates referenced on the cover of the Agreement, as footers on each page or elsewhere therein, unless specifically indicated. The Agreement shall remain in full force and effect until 11:59 p.m. on June 30, 2015, and shall thereafter continue in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify or change this Agreement is given, in writing, by either party at least ninety (90) days prior to the expiration date. Upon receipt of such notice, a conference shall be arranged within thirty (30) days.

**FOR THE COUNTY:**

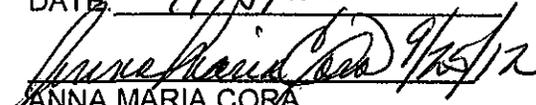
  
\_\_\_\_\_  
EDWARD FITZGERALD  
CUYAHOGA COUNTY EXECUTIVE

DATE: 10/11/12

**FOR THE UNION:**

  
\_\_\_\_\_  
CHRIS FREEMAN  
INTERNATIONAL REP.

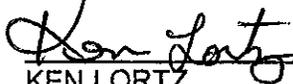
DATE: 9/18/12

  
\_\_\_\_\_  
ANNA MARIA CORA  
CHIEF STEWARD

DATE: 9-25-12

  
\_\_\_\_\_  
TIMOTHY BRADDOCK  
STEWARD

DATE: 9-24-12

  
\_\_\_\_\_  
KEN LORTZ  
DIRECTOR, UAW-REGION 2-B

DATE: 10-24-12