

FACT-FINDING REPORT

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

October 22, 2014

In the Matter of:

Columbus Regional Airport Authority	)	
	)	
and	)	Case No. 2013-MED-12-1570
	)	
AFSCME, Ohio Council 8, Local 3370	)	

APPEARANCES

For the Employer:

Ron Linville, Chief Negotiator  
Amanda Wickline, Sr. Mgr., Employee Relations & Employment Counsel  
Tory Richardson, VP, Human Resources & Strategy  
Paul Streitenberger, Director, Accounting & Finance  
Benjamin Stitt, Custodial Manager, CMH  
Rick Roberts, Airfield Manager, LCK/TZR  
Denny Finch, Director, Asset Management

For the Union:

Stephen Roberts, Staff Representative  
Roberta Skok, Regional Director, Ohio Council 8  
Jenny Ho, Labor Economist, AFSCME International  
DeeAnna Rudolph, President  
Mike Miller, Negotiating Team  
Brian List, Negotiating Team  
John Boesch, Negotiating Team  
Seth Wakefield, Negotiating Team

Fact Finder:

Nels E. Nelson

## BACKGROUND

The instant dispute involves the Columbus Regional Airport Authority and AFSCME, Ohio Council 8, Local 3370. The employer oversees the operations of Port Columbus International Airport, Rickenbacker International Airport, and Bolton Field airports in the Columbus, Ohio, area. The union represents approximately 140 full-time and part-time employees who work in numerous job classifications.

The dispute involves negotiations for a successor agreement to the one that expired on March 31, 2014. The parties began negotiations on January 17, 2014. A tentative agreement was reached on March 24, 2014, but was subsequently rejected by union membership.

When several mediation sessions failed to produce a settlement, the dispute proceeded to fact-finding. The Fact Finder was notified of his appointment on July 29, 2014. The Fact Finding hearing was held on October 6, 2014. After the presentation of evidence, the Fact Finder attempted to resolve the dispute through mediation. When mediation failed to produce a settlement, this report was prepared.

The recommendations of the Fact Finder are based upon the criteria set forth in Section 4117-9-05(K) of the Ohio Administrative Code. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

## ISSUES

The parties presented six issues to the Fact Finder. They agreed that in order to expedite the resolution of the dispute, the Fact Finder should present his recommendations without any discussion of their positions for any rationale for his recommendations.

### 1) ARTICLE 12 – INSURANCE

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

12.2 Life Insurance

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

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

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

Disability forms are available from the Human Resources Division. These forms must be submitted to the Authority within fourteen (14) days of the waiting period set forth above. Failure to comply will result in unpaid leave status for the time not covered without retroactivity unless the 14-day requirement is extended by mutual agreement.

The employee receiving Disability must be responsible for making sure a current and unexpired return-to-work date is on file in the Human Resources Division, after the initial Disability Forms have been filed.

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

#### Permanent Disability

- a. If an employee should become permanently disabled and unable to perform his current job duties, he can request a meeting with the appropriate management staff and Union representative to discuss any reasonable accommodation which may allow him to continue in his current position. The Human Resources Division shall be responsible for scheduling and notifying the appropriate staff members.
- b. On or before the meeting, the disabled employee shall provide written documentation regarding the nature of the disability and any work related limitations or restrictions from the attending physician. A second medical opinion may be requested. The requesting party shall select the physician and bear the cost of the evaluation.
- c. Should there be no reasonable accommodation available and/or there is no vacant position available which meets the limitation and restrictions provided by the attending physician, the disabled employee shall be eligible to bid on future vacancies for a period of twelve (12) months from the last day worked.
- d. If the permanently disabled person is rehired through the bidding process, seniority shall include all time worked with the Authority.

12.4 Eligibility Except to the extent otherwise required by federal or state law, only full-time, employees are eligible for insurance benefits.

12.5 Employee Premium Contributions Employees participating in the Authority's health plan are required to make contributions towards health, dental, vision care and prescription drug plan coverage on a bi-weekly basis. Contributions shall be 12% of the actual premium paid by the Authority for health, dental, vision and prescription drug

plan coverages until the end of the plan year on April 30, 2015. Beginning May 1, 2015, such contributions shall be 13% and 14% effective May 1, 2016.

- 12.6 Employee Premium Contributions While on Leave Employees participating in the Authority's insurance plans (health, dental, vision, prescription drug and optional life) while on any unpaid leave must make the employee premium contributions required to keep such coverages in effect. Employee contributions must be received no later than the 15<sup>th</sup> of the month for coverage to continue in effect for the following month. Failure to continue monthly premium coverage payments will result in the termination of the employee's insurance. If coverage terminates, the employee will be offered the option to participate in the Authority's Insurance Continuation Program (health coverage only), COBRA, at the employee's expense.
- 12.7 Extension of Coverage/COBRA Providing the employee continues monthly premium coverage payments, insurance coverage for which the employee is eligible, will be extended ninety (90) days beyond the end of the month during which an employee's approved leave without pay or leave of absence status became effective. The employee's insurance will then be terminated with an option to participate in the Authority's Insurance Continuation Program, COBRA, at the employee's expense.

## 2) ARTICLE 16 – SICK LEAVE

- 16.1 Each full-time employee shall accrue sick leave with pay of 4.62 hours for each completed pay period; provided, however, that no sick leave shall accrue in any pay period in which an employee is in unpaid status for more than eight (8) hours of regularly scheduled work. For employees assigned to work a four (4) day ten (10) hour work week, no sick leave shall accrue in any pay period in which an employee is in unpaid status for more than ten (10) hours of a regularly scheduled work week. Eligibility for sick leave accrual with pay shall begin upon completion of the first full pay period after the employee's hire date. No unearned sick leave may be granted to any employee. When an employee is required to report to work and does so report but is denied work because of circumstances beyond his control, absence from work the balance of that day shall not be considered as unpaid work status for the purposes of this Article.
- 16.2 Eligible Uses and Procedures
- a. Sick leave with pay shall be allowed for full-time employees in the following situations:
    - i. Illness of, or injury to the employee, whether work or non-work related.

- ii. Physical, dental, or mental consultation or treatment of the employee by professional medical or dental personnel, whether work or non-work related.
  - iii. Sickness of a spouse, domestic partner, child, step-child and, upon prior approval of the President & CEO, or designee, a family member who is dependent for his/her health and well-being on the employee.
  - iv. Quarantine because of contagious disease. The President & CEO, or designee, shall require a certificate of the attending physician before allowing any paid sick leave under this Subsection.
  - v. Maternity, paternity and adoption leave for employees.
  - vi. Death of immediate family member for up to five (5) days per instance. For the purposes of this Subsection, immediate family shall be defined as including the employee's: spouse, child, step-child, brother, sister, parent, grandparent, grandchild, father or mother-in-law, son or daughter-in-law, brother or sister-in-law, step-parent, step-sibling, a legal guardian or other person who stands in the place of a parent.
- b. Sick Leave, when used, shall be paid at an hourly rate equal to the employee's regular straight time wage in effect at the time of the usage. No sick leave with pay will be allowed for increments of less than one tenth (1/10) of an hour.

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

- a. In cases of extended illness or suspected abuse, as determined by the President & CEO, or designee, evidence as to the adequacy of the reasons(s) for an employee's absence may be required to justify sick leave use. For the purpose of this Section, evidence as to the adequacy of the reasons for an employee's absence (both for illness of the employee, or his immediate family) is defined as a certificate from a medical provider stating that the employee or family member sought and received treatment and the expected length of absence. Failure to provide the required documentation upon return to work shall be cause for discipline, up to and including termination from employment with the Authority. Falsification of such certificate shall be grounds for disciplinary action up to and including termination.
- b. Employees are encouraged to schedule doctor and/or dental appointments during off-duty hours whenever possible. When it is necessary to schedule a

doctor and/or dental appointment during regular working hours, the employee is expected to return to work at the end of their appointment if time permits. For non-emergency appointments, the employee will schedule time off for the appointment through the Authority's time-keeping system for the supervisor's approval as soon as practical after the appointment is scheduled. The request for time off should list the time estimated to be needed for the appointment, but will be adjusted after the appointment to reflect actual time taken off.

- c. Employees using three (3) or more consecutive days of sick leave may be required, upon request of the Authority, to provide documentation, signed by the medical provider, that employee or family member received medical treatment during the absence for the illness.
- d. The President & CEO, or designee, may require the employee to be examined by a licensed physician identified by the President & CEO, or designee, for purposes of fitness for duty. Failure to submit to the examination shall constitute grounds for disciplinary action.
- e. Absences due to illnesses or injuries which qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA shall be required in these instances.

16.4 Sick Leave Reciprocity

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

**Cash Benefit Calculation Table**

<b>Sick Leave Taken</b>	<b>Cash Benefit</b>
0 to one (1) day	6 days pay
more than one day (1) – less than two (2)	5 days pay
more than two days (2) – less than three (3)	4 days pay
more than three days (3) – less than four (4)	3 days pay
more than four days (4) – less than five (5)	2 days pay

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

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

- b. Procedures. Each full-time employee who qualifies for sick leave benefits as of the first pay period of each year shall notify the Human Resources Department by December 31 of that payroll year, on a form to be provided by the Authority, if the employee wishes to participate in the reciprocity plan. The payment will be at the employee's hourly rate in effect as of the final pay period of the payroll year preceding payment. The period to be utilized in calculating sick leave reciprocity benefits shall be the payroll year for which payment is to be made. Any employee may withdraw from the plan prior to the end of the twenty-fourth (24<sup>th</sup>) pay period of each payroll year upon the written notification to the Vice President of Human Resources & Strategy.
- c. Effect on Unused Sick Leave. The number of reciprocity hours paid each employee will be subtracted from his total accrued unused sick leave. The remainder of his unused sick leave will be carried forward each year as his current sick leave account.
- d. An employee who is eligible to participate in the provision of this Section is limited to and must elect only one (1) of the following options:
  - i. Not to participate in any of the provisions
  - ii. To participate solely in the provisions of Paragraphs a, b and c of Section 16.4.

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

- a. An employee who is separated from Authority service through discharge, resignation, retirement or layoff may elect to receive pay for sick leave accumulated, but unused, while in the employ of the Authority or to transfer said sick leave to another governmental unit, provided such election is made within a period of not more than one (1) year after separation from employment.
- b. If an employee elects to receive a lump-sum payment, said payment shall be computed as follows:
  - i. One (1) hour of pay for each four (4) hours of sick leave that has been accumulated, but unused, while in the employ of the Authority, for all accruals up to and including four hundred (400) hours.
  - ii. One hour of pay for each three (3) hours of sick leave that has been accumulated, but unused, while in the employ of the Authority, for all

accruals from four hundred one (401) hours up to and including nine hundred and fifty (950) hours.

- iii. One (1) hour of pay for each two and one half (2½) hours of sick leave that has been accumulated, but unused, while in the employ of the Authority, for accruals from nine hundred and fifty-one (951) hours up to and including seventeen hundred and fifty (1,750) hours.
- iv. One (1) hour of pay for each two (2) hours of sick leave that has been accumulated, but unused, while in the employ of the Authority, for all accruals from seventeen hundred and fifty-one (1,751) hours up to and including twenty-five hundred and fifty (2,550) hours.
- v. One (1) hour of pay for each hour of sick leave that has been accumulated, but unused, while in the employ of the Authority, for all accruals in excess of twenty-five hundred and fifty (2,550) hours.

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

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

16.7 Death while in Paid Status If an employee dies while in paid status, his sick leave that has been accumulated, but unused, while in the employ of the Authority, shall be paid to his designated recipient as previously filed with the Human Resources Division. In the event that the employee has no surviving designated recipient, or has no designated recipient listed, any such sick leave shall be paid pursuant to Section 2113.04, Ohio Revised Code. Such payment shall be made at the rate set forth in Section 16.5.

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

19.1 Call-In Procedures In the absence of a reasonable excuse as determined by the Vice President, People Services, or designee, the failure of any employee to report or to cause himself to be reported late or absent in any Authority operation with two (2) or three (3) shifts at least one (1) hour before his normal scheduled starting time, shall constitute and be reported as an absence without leave for all scheduled hours which

were not worked. All other employees shall report or cause themselves to be reported late or absent thirty (30) minutes prior to their regularly scheduled starting time, or at their regularly scheduled starting time, depending upon the reporting procedures established at their work location. Failure to report or cause himself to be reported at the specified time above shall constitute and be reported as an absence without leave for all scheduled hours which were not worked.

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

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

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

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

19.4 Tardiness

- a. Employees are required to be punctual at all times. A grace period of six (6) minutes from the shift starting time will be allowed without reprimand unless frequent abuse occurs.
- b. For purposes of this Section, frequent abuse of the tardiness grace period and resulting disciplinary action will be established as follows:
  - i. Employees who are tardy three (3) workdays within a thirty (30) day period shall receive a written reprimand.
  - ii. Employees who are tardy four (4) times within a thirty (30) day period shall receive a two (2) workday suspension from paid status.
  - iii. Employees who are tardy five (5) days within a thirty (30) day period shall receive a ten (10) workday suspension from paid status.
- c. In cases where the progressive disciplinary actions described above fail to correct an employee's pattern of chronic tardiness, the President & CEO, or designee, may impose additional discipline.
- d. Employees who park in a remote lot and ride to their place of work on a shuttle bus, shall not be considered tardy if they arrived in the remote lot at least

twenty (20) minutes prior to the start of their shift and were unable, due to either traffic congestion or shuttle scheduling problems, to clock in on time.

#### 19.5 Absenteeism Policy

##### a. Definitions:

- i. Occurrence: Any absence from work of one or more consecutive days for any reason. Occurrence does not include compensatory time, vacation, jury duty, union leave or FMLA leave or up to three (3) doctors' appointments during working hours.
- ii. Point: The value assigned to an occurrence. For the purpose of this policy, the following point values shall apply:
  - 1 point (1.0) = absence for each occurrence.
  - 2 points = each day the employee fails to call in or report to work and is not on any type of approved leave.

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

- i. Four (4) Points – The fourth (4<sup>th</sup>) point within a rolling 12-month period will initiate the progressive discipline process, and the employee will receive a verbal warning documented on an Employee Warning Notice from the Supervisor. After review with the employee, the Supervisor shall forward the signed copy to the People Services Division to be included in the employee's permanent personnel file.
- ii. Five (5) Points – The fifth (5<sup>th</sup>) point within a rolling 12-month period will continue the progressive discipline process and the employee will receive a final written warning from Human Resources documented on an Employee Warning Notice. The signed final written warning will be placed in the employee's permanent personnel file.
- iii. Six (6) Points – The sixth (6<sup>th</sup>) point will result in the final step of the progressive discipline process and the employee will report to the Division Manager for termination for excessive absenteeism.

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

**4) ARTICLE 32 – VACATION LEAVE**

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

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

The vacation accrual schedule shall be as follows:

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

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

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

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

32.4 Vacation Credit Shall Not Accrue No vacation credit shall accrue in any pay period in which an employee is in unpaid status for more than eight (8) hours or ten (10) hours, whichever is appropriate, of regularly scheduled work. When an employee is required to report for work, does so report and is denied work because of circumstances beyond

his control, absence from work for the balance of that workday shall not be construed as unpaid work for the purpose of this Article.

- 32.5 Unused Vacation – Separation From Service A full-time employee with more than thirteen (13) pay periods of vacation accrual in paid status who is about to be separated from Authority service through discharge, resignation, retirement, or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for each hour of unused vacation leave in lieu of granting such employee a vacation leave after his last day of service with the Authority, provided however, that such payment shall not exceed the maximum number of vacation hours outlined in this Article.
- 32.6 Unused Vacation – Death Notwithstanding the provisions of this Article, when an employee dies while in paid status, any unused vacation leave to his credit shall be paid to the employee's designated recipient as previously filed with the Human Resources Division. In the event that the employee has no surviving designated recipient, or has no designated recipient listed, any unused vacation leave shall be paid pursuant to Section 2113.04, Ohio Revised Code.
- 32.7 Vacation Leave Requests All vacation leaves shall be taken at such times as may be approved by the President & CEO or designee. Vacation leave requests must be submitted to your supervisor at least one (1) week prior to the effective date.

For new hires or rehires, no vacation leave may be granted until the employee has accrued thirteen (13) pay periods of vacation hours in continuous active Authority service at the rate of vacation accrual appropriate for that employee.

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

- 32.8 Employees Hired Prior to April 1, 1987 Solely for the purpose of employees hired prior to April 1, 1987, continuous City service as used in Article 32.2, is defined to be the total of all periods of full-time employment with the Authority/City. Any periods of interruption of service (including but not limited to resignation, layoff or discharge for cause) will not be included in the computation of Authority/City service for the purpose of this Article. This computation will be used only for the purpose of determining the rate at which vacation is earned.

- 32.9 Vacation Leave Increments Vacation leave may be taken in increments as small as one-tenth (1/10) of an hour with the approval of the President & CEO or designee.

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

## 5) ARTICLE 36 – WAGES

### 36.1 General Pay Plan

#### a. Merit Based Pay Plan

i. Effective with the pay period following execution of the Contract, each employee's wage rate will be increased by 3% for Contract Year 1. Each bargaining unit member employed by the Airport Authority on or before April 1, 2011, and still employed by the Airport Authority as of the date a new agreement is executed will receive a one-time, lump sum payment of \$750. Members hired after April 1, 2014, and still employed by the Airport Authority shall receive a prorated lump sum amount. The lump sum payment shall be subject to all applicable withholdings. The payment shall not be considered to be an amount subject to PERS.

ii. Effective with the pay period that includes April 1, 2015, each employee's pay rate will be increased by 3% for Contract Year 2.

iii. Effective with the pay period that includes April 1, 2016, each employee's wage rate will be increased by 3% for Contract Year 3.

For contract year three (3), Employees whose wage rate exceed the top of the pay grid maximum as a result of the payment of the contract year three wage rate increase, shall have added to the base wage rate as much of the increase as will take them to the top of the pay grid, but in no event less than one and one half percent 1.5%. Any remaining amount, up to the maximum three (3%) wage increase, will be paid out in a lump sum.

- b. Lump Sum Merit Payment A lump sum merit payment will be paid following each employee's performance review.

The lump sum merit payment shall be based upon an overall performance review evaluation of "achieves" or greater on a four (4) point scale consisting of "exceeds expectations", "achieves expectations", "partially achieves expectations", "does not achieve expectations", or "too new to rate".

**Lump Sum Merit Pay**

Evaluation score of "achieves"	\$ 750.00
Evaluation score of "exceeds"	\$1000.00

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

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

Any member dissatisfied with his or her evaluation may ask for a review of the evaluation. The review will be conducted by a review team composed of a member of the Union and a member of management. The Union member will be appointed by the AFSCME President or designee. The member of management will be appointed by the Vice President of Human Resources & Strategy, or designee. If both members of the review team agree that the evaluation needs adjusting, the team will so advise the Vice President of Human Resources & Strategy and the evaluation will be adjusted subject to the final approval of the Vice President of Human Resources & Strategy. If both team members do not agree that the evaluation needs adjusting, the dissatisfied employee may request review of his evaluation by the Vice President of Human Resources & Strategy. No appeal of the review may be made beyond the Vice President of Human Resources & Strategy. Evaluations are not subject to the provisions of Article 21.

- 36.3 Contributions to the Public Employee Retirement System of Ohio.

- a. The term "earned compensation" shall mean any and all monies earned by an employee from the Authority, for which there is a pension contribution.
- b. Effective as soon as practicable after execution of the Contract, the Authority shall assume and pay on behalf of those full-time and regular part-time employees of the bargaining unit who are employed by the Authority prior to April 29, 2012, in lieu of payment by the employee, a maximum of 5% of the employee's earned compensation known as the "employee's contribution" to the Ohio Public Employees Retirement System ("OPERS").
- c. Effective with the pay period that includes April 1, 2015, the Authority shall assume and pay on behalf of those full-time and regular part-time employees of the bargaining unit who are employed by the Authority prior to April 29, 2012, in lieu of payment by the employee, a maximum of 4% of the employee's earned

compensation known as the “employee’s contribution” to the Ohio Public Employees Retirement System (“OPERS”).

- d. Effective with the pay period that includes April 1, 2016, the Authority shall assume and pay on behalf of those full-time and regular part-time employees of the bargaining unit who are employed by the Authority prior to April 29, 2012, in lieu of payment by the employee, a maximum of 3% of the employee’s earned compensation known as the “employee’s contribution” to the Ohio Public Employees Retirement System (“OPERS”).
- e. The amount paid by the Authority, subject to the maximums of 5% in contract year 1 and 4% in contract year 2 and 3% in contract year 3, shall not exceed the amount required to be paid by the employee.
- f. The remaining portion of any contribution required of employees shall be made by the employee through deduction in the normal course of processing payrolls.
- g. Full-time and regular part-time employees hired on or after April 29, 2012, shall pay the entire amount of the “employee’s contribution” to the Public Employees Retirement System.
- h. The provisions of this section shall apply uniformly to employees and no such employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein.
- i. The Authority shall, in reporting and making remittances to the Public Employees Retirement System of Ohio, report that each employee’s contribution has been made as provided by statute.
- j. The Authority hereby declares that the sum paid hereunder by the Authority on behalf of an employee, is not to be considered additional salary or wages and shall not be treated as increased compensation but shall be considered to be a fringe benefit. For purposes of computing the employee’s earning or basis of his contribution to the Public Employees Retirement System of Ohio, the amount paid by the Authority on behalf of an employee as a portion of his statutory obligation is intended to be and shall be considered as having been paid by the employee in fulfillment of his statutory obligation.
- k. If, at any time, Public Employees Retirement System of Ohio reduces the employee contribution to an amount less than the amount then being picked-up by the Authority, the Authority’s obligation shall be reduced accordingly with no further requirement to adjust employee’s compensation.

36.4 Administration of Pay Plan.

- a. **Hiring Rate** The hiring rate for a class shall be at the lowest pay rate in the range except as otherwise provided herein. Where a multiple-pay-range is established for a classification, the President & CEO, or designee, will designate the range and rate within the range at which the employee shall be paid. New employees shall be placed in the lowest quartile of the appropriate pay grid unless otherwise designated by the President & CEO, or designee.
- b. **Demotion** Whenever an employee is reduced from his class to a class which is assigned more than one pay range or more than one pay rate, the President & CEO, or designee, shall have the sole discretion as to which range or rate the employee is entitled to be paid within the new class.
- c. **Additional Authority Employment**
  - i. Any employee who simultaneously works in or occupies more than one (1) position is not entitled to and shall not receive compensation, nor any other benefits or privileges allowed for employees by Authority, for more than one (1) position, unless otherwise provided herein.
  - ii. Any employee, who seeks or obtains additional Authority employment beyond his present appointment, shall first obtain, in writing, the approval of the Director of his present department. Such written approval must be filed with the employee's personnel file. Failure to obtain written permission shall subject the employee to possible disciplinary action. In such cases where total Authority employment exceeds forty (40) hours in a workweek, the overtime provisions of Article 38 of this Agreement shall apply.
  - iii. Upon approval of additional employment with the Authority, the Director for his present department shall, at that time, determine in writing whether the employee shall be entitled and shall receive additional vacation and sick leave benefits pursuant to the provisions of this Agreement. In no event, shall the employee receive injury leave or insurance coverage beyond that provided for an employee occupying one (1) position.
- d. **Additional Compensation or Benefits** Except as provided in Article 14.2 of this Agreement, no employee shall receive, and the Authority shall not draw any checks, or any additional compensation in any form, sick and injury leave, vacation, insurance coverage and any and all other benefits and privileges, for any employee who substitutes or acts for another in the position of another, other than the position to which he is appointed pursuant to the Ohio Constitution, Authority By-Law provisions, and the Rules and Regulations of the

Authority. The President & CEO shall not appoint any person or submit any personnel action form contrary to said Constitution, By-Laws, Rules and Regulations and the provisions of this Agreement.

- e. Payroll Deductions Payroll deductions shall be governed first by the ability of the Authority's payroll system to handle them, and secondly, upon a determination by the Authority of the type of payroll deductions which are to be offered to employees and also based upon which ones will benefit the largest number of employees. Deductions or withholding, except where demanded or required by law, must be agreed to in writing by the employee with the specific reasons stated in writing and filed with the President & CEO or designee.
- f. Board of Directors Authorization Required The President & CEO shall not approve and/or pay any pay rate based on the assignment of any class to a pay range not specifically authorized by the Board of Directors, except as provided in Article 14.2.

### 36.5 On-Call

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

### 36.6 Shift Differential Pay

- a. The President & CEO, or designee, at the time of hire shall designate or assign the applicable shift of each new hire and such assignments shall not abridge the seniority rights of employees. The shift designation shall determine the shift differential for the entire shift.

- b. A differential in pay of seventy-five cents (\$.75) per hour over the regular hourly rate shall be paid to employees who are assigned to work eight (8) hours on the second shift; a differential of eighty-three cents (\$.83) per hour over the regular hourly rate shall be paid to employees who are assigned to work eight (8) hours on third shift.
- c. Those employees whose regularly assigned shift is a rotating shift shall be paid a shift differential of seventy-five cent (\$.75) per hour over the regular rate for all hours worked regardless of shift.
- d. For purposes of computing leave with pay, except for compensatory time, shift differential shall not be paid in addition to regular pay.
- e. In those divisions where only one shift prevails, no differential shall be paid regardless of the hours of the day that are worked.
- f. Shift differential pay shall be added to the base hourly rate prior to computing the overtime rate.
- g. Any employee who participates in a flextime program shall not qualify for shift differential pay.
- h. Employees shall be provided with a record of accumulated earned vacation, sick leave and compensatory time on a bi-weekly basis.

## 6) ARTICLE 38 – HOURS OF WORK AND OVERTIME

### 38.1 Workweek

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

In twenty-four (24) hour operations or where there is a continuous seven (7) day-a-week operation made necessary because of the nature of the work, the normal workweek for full-time employees shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day during the period starting 12:01 a.m., Sunday to midnight Saturday.

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

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

In twenty-four (24) hour operations or where there is a continuous seven (7) day-a-week operation made necessary because of the nature of the work, the normal workweek for full-time employees shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day during the period starting 12:01 a.m., Sunday to midnight Saturday.

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

c. Overtime Eligibility and Pay

- i. Time and one-half will be paid for time worked over eight (8) straight time hours per day except that, in the case of those employees who work a weekly scheduled of consecutive four (4) ten (10) hour days, as that has been or may be mutually agreed upon by the Authority and the Union, such employees will be paid time and one-half for time worked over ten (10) straight time hours per day during those weeks.
- ii. Time and one-half will be paid for time worked on an employee's first regular day off providing that said employee has accumulated forty (40) straight-time rate hours in paid status. For purposes of this Article, paid status will include periods of Union leave without pay but will not include sick leave.
- iii. Double time will be paid for time worked on an employee's second consecutive regular day off providing that the employee has accumulated forty (40) straight-time rate hours in paid status and

worked his first day off, if offered. In the event an employee does not work his first day off after having been offered, but has forty (40) hours in paid status, he shall be paid one and one-half (1½) times his regular straight-time rate, including shift differential for work performed on his second day off.

- iv. Except as required by the Fair Labor Standards Act (FLSA), time worked due to work schedules being changed at the request of the employee, or trading days off by mutual consent of employees and the prior consent of the President & CEO, or designee, is not subject to overtime compensation.
  - v. If an employee is on vacation leave in conjunction with the Holiday, the employee will not be eligible or charged for any and all available overtime.
  - vi. For the purpose of this Article, the third (3<sup>rd</sup>) consecutive day off, for employees assigned to a consecutive four (4) day, ten hour work week, shall be considered the day off for which double-time shall be paid for any time worked by an employee on that day provided the employee has accumulated forty (40) straight time hours in paid status and was offered and worked either his first or second day off, if offered.
- d. If an employee is presently assigned to work a schedule which the Union deems to be unfair or discriminatory, or if the Authority intends to change an employee's regular work schedule whereby it appears to the Union that the change is unfair or discriminatory, the Union has the right to request that the work schedule or contemplated change be reviewed by the President & CEO or designee in conference with an Union official. If the matter is not resolved to the satisfaction of the Authority and the Union, and the change is made or the employee is continued on the work schedule on which he is presently working, then the matter may be submitted as a grievance and resolved pursuant to the provisions of Article 21.

### 38.2 Distribution of Overtime

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

separate occasions, they will be removed from the voluntary overtime list for six (6) months.

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

All newly hired employees shall be assigned one (1) hour more overtime than the highest bargaining unit employee within the same classification, within the same reporting location, who is participating in the voluntary overtime provisions.

b. Overtime Eligibility

i. Overtime hours will begin at zero (0) on January 1 of each year. Snow overtime hours will not be part of overtime hours worked or declined for determining low hours in obtaining overtime.

ii. Overtime shall be distributed as follows:

1. Unscheduled, incidental overtime estimated by the Authority to be four (4) hours or less in duration, and that will be continuous, following a scheduled shift, will be offered to employees working on that shift on the date the overtime is to be worked.
2. Unscheduled, incidental overtime estimated by the Authority to be four (4) hours or less in duration, and that will commence prior to, and be continuous with, a scheduled shift, will be offered to employees working on the oncoming shift on the date the overtime is to be worked.
3. Overtime scheduled by the Authority and expected to exceed four (4) hours in duration will be offered to the low employee eligible within the classification and then to other classes within the Union.

iii. If an employee turns down overtime or is unable to respond when contacted for overtime, the number of hours offered to him shall be credited to his overtime hours. Employees who have declined to

participate in the voluntary overtime shall be automatically charged for overtime hours worked in the classification at the reporting location.

- iv. Employees on vacation leave or jury duty shall not be eligible or charged for available overtime. Employees on military leave not exceeding twenty-one (21) days shall not be eligible or charged for overtime work during that period.
- v. Employees who are on sick leave or approved emergency vacation shall not be eligible or charged for overtime until the beginning of their next regularly scheduled shift.
- vi. Employees on any leave not specified in (iv) or (v) above, shall not be contacted and shall be charged for overtime work during such leave so long as the employee comes up for overtime work during that period.
- vii. If an employee is entitled to work scheduled overtime and is not offered overtime, for reasons other than those specified in Section 38.2(b)(iii), he shall be offered scheduled overtime at its next occurrence. Those hours not offered when initially entitled shall not be included in hours credited when worked. If the employee is not offered scheduled overtime at the next occurrence, for reasons other than those specified in 38.2(b)(iii), he shall be compensated at the appropriate rate of overtime pay. If the employee receives such compensation, he shall be treated as if he worked the overtime hours.
- viii. A record of the overtime hours worked and of overtime hours offered but not worked by each employee shall be posted on a bulletin board within the employee's general work area and kept-up-to-date.

### 38.3 Overtime Scheduling

- a. Where practical, overtime shall be administered on a voluntary basis; otherwise, it shall be mandatory that each employee scheduled to work overtime must perform the job assignment within his given classification.
- b. An exception to the application of mandatory overtime scheduling shall be permissible when a valid reasonable request is made by an employee.

- c. In cases of overtime scheduled as a result of holidays or extreme emergencies involving a departmental operation, it shall be the established procedure for the department or division head to confer with the employee's Union representative, when available, regarding a mutually acceptable work schedule.
- d. Failure of any employee to report for overtime work shall be grounds for disciplinary action.

38.4 Rest Periods

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

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

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

38.7 Compensatory Time

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

- b. Eligibility. A compensatory time account may be established for full-time employees. Compensatory time may only be earned in lieu of cash payment for authorized time worked on a premium basis. The employee may, at his option, receive either cash payment or compensatory time for time worked on a premium basis.
  
- c. The following conditions shall govern the use of compensatory time:
  - i. Compensatory time, upon request by the employee, may be taken by the employee at such time or times as may be approved by the President & CEO or designee.
  - ii. An employee, who is about to be separated from Authority service for any reason and who has an unused compensatory time account balance to his credit, shall be paid such account balance upon separation. Such payment shall be calculated by multiplying the employee's regular hourly straight time wage rate by the number of hours in his compensatory time account upon separation.
  - iii. Employees may accumulate up to two hundred (200) hours of compensatory time per contract year. However, employees will only be allowed to use six (6) compensatory leave days per payroll year. In October of each calendar year, the employee shall have his compensatory leave bank brought down to no more than forty-eight (48) hours of compensatory leave time. All hours deducted from the employee's bank will be paid at the employee's appropriate rate of pay at the time the compensatory time was earned. An employee may reduce his compensatory leave bank to zero (0) hours if the employee so desires.
  - iv. No interest is to be paid by the Authority on any compensatory time account.

38.8 No Pyramiding There shall be no pyramiding of overtime.

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

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

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

7) Tentative Agreements

The Fact Finder recommends the tentative agreements reached by the parties.

A handwritten signature in black ink that reads "Nels E. Nelson". The signature is written in a cursive style and is positioned above a horizontal line.

Nels E. Nelson  
Fact Finder

October 22, 2014  
Russell Township  
Geauga County, Ohio