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**YOUNGSTOWN-WARREN REGIONAL AIRPORT**

**AND**

**OHIO COUNCIL 8, LOCAL 2312, AFSCME**

**EFFECTIVE APRIL 1, 2012**

**THROUGH**

**MARCH 31, 2015**

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## **PREAMBLE**

This Contract, dated April 1, 2012, is between the Youngstown-Warren Regional Airport hereinafter referred to as the "Airport", and the Airport Maintenance Personnel, Local 2312, AFSCME Ohio Council 8. The Union will hereinafter be referred to interchangeably as the "Union" or "AFSCME".

## **ARTICLE 1 - PURPOSE AND INTENT**

The purpose of the Airport and the Union in entering into this contract is to set forth their understanding as to mutually acceptable rates of pay, hours of work and other conditions of employment, including a means for equitable adjustment or settlement of alleged grievances.

It is the intent of the parties to promote orderly and peaceful relations with the included employees to insure uninterrupted operation of Airport services and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort.

## **ARTICLE 2 -SCOPE OF CONTRACT**

This contract, unless expressly stated to the contrary, as mutually agreed, supersedes and cancels all other written contracts with the exception of work rules or local working conditions established by the respective Department; and together with any letter(s) of understanding executed concurrently or subsequent to the signing of this contract constitutes the complete and entire understanding and agreement between the parties, the Airport and the Union, and concludes collective bargaining (except as provided for in the grievance procedure and the reopener as stated in Article 25) for the term of this contract.

The Parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make its demands and proposal with respect to any subject matter not removed by law from the area of collective bargaining and that the contract and agreement arrived at by the parties after the exercise of that right and opportunity set forth in this document. Therefore the Airport and the Union for the duration of this contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter to, or covered in this contract, or with respect to any subject or matter not specifically referred to or covered in this contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

It is expressly understood that the Youngstown-Warren Regional Airport is a federally licensed airport that is subject to the rules and regulations of the Federal Aviation Administration, the U.S. Department of Transportation, and the Transportation Security Administration of the Department of Homeland Security. Any rules and regulations of Government agencies and departments may change from time to time and this agreement is expressly subject to any such changes of rules and regulations.

### **ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES**

In addition to the responsibilities that may be provided elsewhere in this contract, the following shall be observed:

1. There shall be no intimidation or coercion of employees into joining the "Union" or continuing their membership therein.
2. There shall be no "Union" activity on Airport time, except as approved by management or its representatives.
3. There shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of any "Union" shall authorize, instigate, aid, or condone, any such activities. No employee shall participate in any such activities.
4. There shall be no interference with the right of employees to become or continue as members of the "Union", except as expressly provided in this contract.
5. There shall be no discrimination, restraint, or coercion against any employee because of membership in any Union.
6. It is the continuing policy of the Airport and the "Union" that the provisions of this contract shall be applied to all included employees without regard to race, color, religious creed, national origin, sex, or age. The representatives of the "Union" and the Airport in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.
7. There shall be no lockouts.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

**Section 1** The management of the Airport, the control of the premises, and the direction of the working forces are vested exclusively with management. The Airport reserves all the customary rights, privileges or authority of management, except as modified by the express terms of this Agreement, including but not limited to the following:

- A. 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 Airport, standards of services, its overall budget, utilization of technology, and organizational structures.
- B. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be continued.

- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Airport as a unit of government.
- H. Effectively manage the work force.
- I. Take action necessary to carry out the mission of the Airport.

The exercise of any right, power, authority, duty, or responsibility of the Airport, and the establishment of such rules, regulations, policies or procedures, as it may deem necessary, is subject only to such restrictions and regulations as are expressly specified in this Agreement.

**Section 2:** In the exercise of this right the Airport shall observe the provisions of this contract as well as the provisions of applicable legislation, specifically Ohio Revised Code Section 4177.08 (C) (1) through (C) (9), and Ohio Revised Code Section 4117.10. The determination of just cause or other legitimate reasons is exclusively subject to this contract's grievance procedure as per Ohio Revised Code.

#### **ARTICLE 5 – PROBATIONARY PERIOD – NEW EMPLOYEES**

All new employees shall be on probation for a period of 90 calendar days from the date of employment with the Western Reserve Port Authority.

If the Airport determines the necessity to hire temporary workers other than seasonal then those temporary workers shall be hired for no longer than a consecutive thirty (30) day time period, except in instances where a permanent full-time employee is on an extended long term absence due to an illness, injury or military leave, then that temporary employee can be retained for up to two (2) weeks after the full-time employee returns.

In the event they are retained longer than thirty (30) days then those temporary employees shall be considered bargaining unit employees and placed on a standard probationary period for new hires.

#### **ARTICLE 6** **UNION MEMBERSHIP AND CHECK OFF AND** **FAIR SHARE FEE**

**Section 1. Union Membership:** All employees of the bargaining unit shall be eligible to become members of the Union and to retain such membership if they so choose.

**Section 2. Check Off:** The Airport will deduct monthly dues, assessments and initiation fees each as designated by the Local or Council Union Officer who is so empowered. This is to include uniformly required membership dues and assessments of the Union. The deductions are to be made on the basis of the individually signed authorization check off cards. The individual union shall defend and indemnify the Airport against any claims or demands against it arising out of these deductions.

**Section 3.** **Fair Share Fee:** All employees in the bargaining unit, who, sixty (60) days after date of hire are not members in good standing of the Union shall pay a fair share fee to the Union. The fair share fee amount shall be certified to the Authority by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The Union will notify all members of the bargaining unit of its internal rebate procedure which shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

### **ARTICLE 7 - RECOGNITION**

**Section 1.** The Airport recognizes the Union as the sole and exclusive bargaining agent for those employees described in Section 2 of this article by virtue of the Union's status as the deemed certified bargaining agent for these employees.

**Section 2.** The bargaining unit of employees represented by the Union at the Airport shall be defined as follows:

**Included:** all employees of the Youngstown-Warren Regional Airport.

**Excluded:** All management level employees, professional employees, supervisors, confidential employees as defined in the Code (act), and casual and seasonal employees as defined by the State Employment Relations Board.

### **ARTICLE 8 - SEVERABILITY AND LEGALITY**

**Section 1.** It is the intent of the Airport and the Union that this contract and its various provisions shall be effective and carried out in accordance with the applicable law. If any provision or part of this contract is found to be contrary to law, illegal by a court having jurisdiction over the Airport to make that decision, that provision, article or part of this contract so held to be illegal shall alone be null and void. The remainder of this contract in all parts shall remain in full force and effect.

In the event that any part of this contract should be found by the proper court to be contrary to law, the Airport and the Union shall meet within fourteen (14) days of the finalization of the decision to discuss same and to determine whether a lawful alternative provision can be agreed upon. In the event this meeting should occur, the only matter to be discussed would be the question of a lawful alternative provision.

### **ARTICLE 9 – DEFINITIONS**

**Vacancies:** The term "Vacancies" as used in this Agreement shall be defined as a job opening where the Airport has increased a number of jobs in a particular classification or where an opening occurs in an existing job as a result of a promotion, transfer, quit, discharge, or other termination of employment, or when a new job is created and where the Airport intends to fill that existing job.

## ARTICLE 10 – SENIORITY

**Section 1.** Seniority shall be an employee's uninterrupted length of continuous service with the Airport. An employee shall have no seniority for the probationary period, but completion of the probationary period shall result in seniority commencing retroactively to the date of hire.

**Section 2.** The Airport shall post an Airport -wide Seniority Roster at the airport.

**Section 3.** The Officials of Local 2312: Chapter Chairperson (Union Steward) the Exclusive representative has seniority which supersedes that seniority of any other employee in the Airport for the period of time he holds the aforesaid office. This seniority known as "Officers Seniority" shall only apply to layoffs.

"Airport-wide Seniority", which seniority is the total cumulative uninterrupted service with the Airport. For the purpose of vacations, holidays, paid sick leave, promotions, job bidding, and call-out, seniority shall apply as provided herein, subject to the provisions of this Agreement.

### SENIORITY DURING DISABILITY LEAVE

**Section 1.** Seniority shall continue to accumulate during periods of:

- a. "Service-connected" disability or illness
- b. Absent on an authorized leave, in compliance with the terms of this Agreement.

**Section 2.** Seniority shall be broken (or terminated) when an employee:

- a. quits or resigns;
- b. is discharged for just cause
- c. is laid off for a period of time greater than the recall period;
- d. is absent, without leave for fourteen (14) consecutive workdays and fails to give proper excuse or notice of the reasons for absence unless the failure to give notice was beyond the reasonable control of the employee;
- e. Fails to report for work when recalled from layoff within ten (10) working days from the date on which the Airport sends the employee notice by certified mail (to the employee's last known address as shown on the Airport's record).

**Section 3.** For the purpose of determining the length of vacations, longevity and sick leave, and other related service-connected benefits, all service with the Airport as above will be credited.

## ARTICLE 11 - JOB DUTIES

**Section 1.** Attached hereto as **Appendix 3** is the job description for Airport Maintenance Personnel, which more fully describes the job duties.

**Section 2.** If an employee refuses to perform tasks out of his classification, for any unjustifiable reason, the Airport may then refuse to honor is seniority status for similar assignments for a period of six (6) months.

## **ARTICLE 12 - LAYOFF AND RECALL**

- A. When the Airport determines a reduction in the working force is necessary, employees shall be laid off in the following order:
- a. part-time, temporary, intermittent and seasonal employees;
  - b. full-time employees who have not completed their probationary period;
  - c. full-time employees who have completed their probationary period.
- B. Employees shall be laid off in accordance with the above order on the basis of Airport -wide seniority within their unit
- a. Any employee who is bumped out of the classification shall have the same right to exercise his seniority in the above proscribed procedure. For the purpose of this agreement, a job abolishment is construed to be a layoff.
  - b. Failure of an employee to exercise his bumping rights shall constitute a waiver of those rights.
- C. In the event employees have the same Airport-wide seniority date the following tiebreakers will be used:
- a. alphabetical, by last name.
- D. All regular full time employees shall be given a minimum of seven days advance notice of layoff or job abolishment indicating the circumstances which make the layoff necessary, circumstances or reorganization.
- E. In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation as quickly as possible.
- F. A laid off employee shall continue to accumulate seniority subject to Article 9, Section 6.
- G. Recalls from layoff shall be made in the reverse order of the layoff, provided that the employee recalled has the ability to perform satisfactorily the duties for the job for which he is recalled. Employees being recalled shall be notified to report for work by notice from the Airport by mail to the employee's address, which he has given to the Airport for such purpose. Such employee shall have five working days from the date of mailing of such notice to report to work. In any case, the employee shall be responsible for keeping the Airport informed of his current address.
- H. A laid off employee shall retain his right to recall for (2) years from the effective date of layoff.

## **ARTICLE 13 - INSURANCE BENEFITS**

**Section 1.** The Airport shall continue to provide a program of insurance benefits as follows:

### **BENEFITS**

The Airport will provide the amount of Thirty-five dollars (\$35.00) per month per bargaining unit employee to the Ohio AFSCME Care Plan for expanded health coverage in the areas of life insurance

coverage, drug coverage, hearing aid coverage and vision care coverage. It is specifically noted that the provision of these benefits is through the Ohio AFSCME Care Plan and the Airport's obligation is limited to the payment of Thirty-five dollars (\$35.00) per month per bargaining unit employee to the Ohio AFSCME Care Plan.

Care Plan benefits and costs are:

Hearing Aid	\$ .50
Life Insurance	\$ 7.50
Vision Level II	\$12.00
Prescription	<u>\$15.00</u>
Total	\$35.00

**Hospitalization Conditions** –

During the term of this agreement, the Airport will provide hospitalization, major medical and prescription drug insurance with coverage and benefits as provided by the provider.

Employees will contribute 10% of their annual health benefit costs. Deductions will be taken out of each pay.

The health insurance benefits listed above shall remain in place and shall be provided during the term of this agreement; provided, however, that in the event that the benefits provided are no longer commercially available, or the Airport, after obtaining bids for different health insurance coverage, decides to change coverage, then the Airport and the Employees shall meet in a joint effort to address those changes. Newly hired employees will be covered by the hospitalization policy upon completion of thirty (30) days of employment.

If change in Health Insurance Premium changes by amount greater than 7% of previous year, the Airport has the option to adjust Health Insurance Package to offset costs. Management will meet and discuss options available to maintain benefit/costs, however, increases in future years will be limited to April 2012 cost of \$151,956.00 or an average of \$12,663.00 per employee, per year.

Employees will agree to consider eliminating spousal coverage where a spouse's employer provides health insurance coverage for the spouse. In no case will coverage be permanently eliminated for a spouse should a change of conditions occur. Employees shall provide Airport with updated and accurate information regarding dependant coverage if requested. Were this option to be implemented, the employee's spouse will be covered upon the employee's election to pay Airport's costs of spouse's portion of coverage.

Employee has a choice to receive an annual opt-out payment in lieu of medical coverage. To be awarded each year for that year equal to the amount of one month's eligible premium for that employee.

**Life Insurance:** The Airport will provide a term life insurance policy to each bargaining unit employee in the amount of Twenty-Five Thousand Dollars (**\$35,000.00**). Such policy will provide double indemnity in the event of accidental death. Loss of limb benefits will be at the maximum rate allowed under the policy terms.

## ARTICLE 14 – HOLIDAYS

An employee shall be paid at his/her normal- daily rate of pay for each of the following holidays, even though not worked:

- |  |                      |
|--|----------------------|
| 1. New Year's Day                            | 7. Labor Day         |
| 2. Martin Luther King Day                    | 8. Columbus Day      |
| 3. President's Day                           | 9. Veteran's Day     |
| 4. Personal Holiday (in lieu of Good Friday) | 10. Thanksgiving Day |
| 5. Memorial Day                              | 11. Christmas Day    |
| 6. Fourth of July                            |                      |

The employee who works any of the foregoing holidays shall receive his/her normal straight time pay for each hour worked on said holiday, with premium time of one and one-half (1 1/2) times for each hour worked.

The personal holiday listed above can be taken by the employee upon twenty-four (24) hours notice subject to unfettered approval of his immediate supervisor.

## ARTICLE 15 –VACATION

**Section 1. Benefit:** Each full-time employee shall be granted paid vacations, dependent upon length of continuous service as follows:

After probationary period.....	1 week
After one year of service .....	2 weeks
After five years of service .....	3 weeks
After ten years of service .....	4 weeks
After fifteen years of service .....	5 weeks
After twenty years of service .....	6 weeks

Employees must work the first scheduled workday before and after vacation or lose vacation pay. An employee becoming injured or sick while on vacation is eligible to utilize sick leave, instead of vacation time, provided the employee is admitted to a hospital and presents proof of admittance to the Airport upon returning to work.

**Section 2. Eligibility:** The length of vacation is determined by an employee's employment anniversary date. This employment anniversary date is determined by the continuous public service of said employee with the State of Ohio, the Airport, or any other political subdivisions of the State as defined in the statutes of Ohio especially Ohio revised Code 9.44, here quoted:

*"9.44 Prior public service counted in computing vacation leave.*

*A person employed, other than as an elective officer, by the State or any political subdivision of the State, earning vacation credits currently, is entitled to have his prior service with any of these employers counted as service with the State or any political subdivision of the State, for the purpose of computing the amount of his vacation leave. The anniversary date of his employment for the purpose of computing the amount of his vacation leave, unless deferred pursuant to the appropriate law, ordinance, or regulation, is the anniversary date of such prior service."*

The above Section of Ohio Revised code 9.44 is hereby modified to the following extent:

Except for new hires, the employees anniversary for computation purposes and for eligibility to take increased vacation as per Section 1 above and as it applies to Section 3 below, is hereby advanced to January 1" of the calendar year in which the appropriate anniversary date occurs before June 30th. New hires after June 30th will be eligible for one-half (1/2) or one week of their first year benefit. Thereafter full benefits are granted as scheduled in Section 1 above.

**Section 3. Vacation Pay** For each week of vacation, the eligible employee shall receive his/her normal week's pay (40 hours) in accordance with his/her regular pay scale at the start of the vacation.

**Section 4.** All vacation requests shall be submitted on or before March 16<sup>th</sup> of each year. Conflicts will be awarded by seniority when submitted on or before that date. Any vacations submitted after March 16<sup>th</sup> will be approved on a first-come basis regardless of seniority. In all cases, including approved vacations, time off will be dependent upon the airport's anticipated operational and safety requirements. After March 16<sup>th</sup>, the Airport shall notify an employee requesting vacation within ten (10) days of submission whether the request has been approved or denied.

**Section 5.** Unused vacation days shall not be compensated for, however, 5 days of unused vacation may be carried over to the next year at the end on any given year,

**Section 6.** Unless absolutely necessary or in the event of an emergency, vacation and medical leave requests during snow removal season (December 1 through March 31) are discouraged and will be approved only on an emergency or as needed basis.

## **ARTICLE 16** **LEAVES AND OTHER BENEFITS**

**Section 1: Sick Leave:** *Sick leave shall be granted to employees for the following reasons:*

1. Each employee shall be eligible to earn sick leave at the rate of one and one quarter days per month (4.64 hrs per pay), not to exceed fifteen (15) days per year. An employee may not earn sick leave while on leave of absence or layoff. Sick leave shall be accumulated without limit.
2. Sick leave compensation shall be computed at the employee's normal daily or hourly rate at the time absence occurs. An employee on sick leave or injured on duty leave shall be considered as being on the payroll and entitled to all benefits thereof, save those mentioned at paragraph one of this article.

3. Upon prior approval of Airport management, and considering operational requirements of the Airport, an employee may utilize sick leave for illness or injury of the employee's spouse, child or parents.
4. The Department Head may require an employee to furnish a satisfactory written, signed statement for three (3) consecutive or more days of absence due to an illness to justify the use of sick leave.

For absences of three (3) days or more, the employee shall submit a dated certificate from a certified or licensed medical provider or their designee, either signed in original ink or with an authorized stamp affixed thereto in original ink on their letterhead, stating the exact nature of the illness. Falsification of a signed statement or the physician's certification will be grounds for disciplinary action up to and including dismissal. Management reserves the right to obtain its own medical examination and opinion of an employee when management concerns for employee and/or operational safety is of concern.
5. The employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Airport that the employee was unable to perform his duties. Where a pattern exists, the Airport may require a physician's certification of disability or other proof where the Airport suspects abuse of sick leave even where less than three (3) consecutive days.
6. Upon Airport Management approval, sick leave may be utilized for routine medical, dental, or optical examinations.
7. An employee who is on extended sick leave under a physician's care may be required to submit a statement from a physician certifying the status of the illness/injury and projected return to work date. Upon return to work, the employee must furnish a statement from the physician certifying his ability to perform the job duties.
8. Airport Management may require an employee to take an examination conducted by a licensed physician or psychologist – selected by the Airport Management from a panel of (5) physicians agreed to by the Airport and the Union on a case-by-case basis – to determine the Airport's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Airport.
9. A female employee may utilize sick leave for childbirth and acute conditions related to pregnancy, pursuant to a doctor's order.
10. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Applications for sick leave with intent to defraud may result in disciplinary action up to and including dismissal and refund of wage paid.
11. Sick Leave benefits shall be transferable from one political subdivision to another pursuant to applicable law.

12. Unless absolutely necessary or in the event of an emergency, long-term medical leave requests during snow removal season (December 1 through March 31) are discouraged and will be approved only on an emergency or as needed basis.

**Section 2: Longevity:** All employees who have completed two (2) years service with the Airport, in any division of the Airport's work force, shall be eligible for longevity payment. Adjust current Longevity amount as follows:

Effective 4/1/2012 \$75.00 per years of service

Maximum Longevity Payment - \$2,025.00

Partial years do not count as full years - only full years of active continuous service - i.e., quit/retire in April, not eligible for longevity payment for that year.

**Section 3: Retirement and Severance:** When an employee retires or leaves the Airport employment for any other reason, the Airport shall pay him/her the full value of his/her accumulated vacation time and **35%** of the value of his/her accumulated sick leave. This shall be paid on the basis of the employee's current basic hourly wage or on the basis of the hourly wage at the time the benefit was accrued, whichever is greater.

If an employee dies prior to retirement, the Airport shall pay his/her designated beneficiary, or the legally appropriate beneficiary, the full value of his /her accumulated vacation time, and **35%** of the value of his /her accumulated sick leave. This shall be paid on the basis of the employee's current basic hourly wage or on the basis of the hourly wage at the time of the benefit was accrued, whichever is greater. The proper designation of the beneficiary shall be made on forms provided by the Youngstown-Warren Regional Airport.

**Section 4: Bereavement Leave:**

All full-time salaried or hourly rated employees shall be eligible for bereavement leave in their immediate family under the following conditions:

In the event of a death of a spouse, a child, natural or adopted, father, mother, father-in-law, mother-in-law, grandparent, or grandchild, brother, sister, each employee shall be allowed time off with regular pay for a period not to exceed three (3) scheduled duty days.

If the death of a spouse, parent, child, the employee may apply for additional leave, charged against the employee's accumulated but unused sick leave up to 2 weeks. The above enumerated paid bereavement leave shall only apply when the funeral services, including calling hours, fall on regularly scheduled duty days.

**Section 5: Personal Leave Without Pay:**

Each employee shall be given the privilege to have three (3) personal days of leave without pay. The permission for said personal days without pay shall be obtained in advance from the head of the department; or in accordance with established departmental rules. The employee shall suffer no penalty if he/she properly obtains these days and said

days shall not be charged against his or her sick leave. These days shall not be accumulated.

**Section 6: Personal Leave With Pay:**

Each employee shall be given the privilege to have one (1) personal day of leave with pay. The permission for said personal days without pay shall be obtained in advance from the head of the department; or in accordance with established departmental rules.

**Section 7: Call Out Pay:**

An employee who is called in to work at a time when he or she is not regularly scheduled to report for work shall receive a minimum of three (3) hours pay at the applicable overtime rate. If called out one (1) hour early, no three hour callout at overtime.

**Section 8: Leave Without Pay/Leave Of Absence Without Pay:**

- A. The Airport may grant a leave of absence without pay to an employee. An employee must request, in writing, all leaves of absence without pay. Such requests should be made to the employee's Department Head and must be approved by the appointing Airport. The request shall state reasons for taking leave of absence without pay and the dates for which such leave is being requested.
1. **Length of Leave.** Upon written request a leave of absence without pay may be granted by the Airport for any reason. Renewal or extension beyond the maximum allowed shall not be granted except as provided in this rule.
    - a) A leave of absence without pay may be granted for a maximum duration of six months.
    - b) Leave of absence without pay may be granted for a maximum period of two years for purposes of education or training which would be of benefit to the Airport, or for voluntary service in any governmental sponsored program of public betterment. Renewal or extension may be granted to a maximum of two (2) years.
  2. **Leave of Absence Without Pay.** If it is found that a leave of absence without pay is not actually being used for the propose for which it was granted, the Airport may cancel the leave and direct the employee to report to work by giving written notice to the employee and the Union. The employee may be disciplined up to and including discharge.
  3. **Failure to Return.** An employee who fails to return to duty within three working days of the completion or a cancellation of a leave of absence without pay without explanation to the Airport or his representative, may be disciplined up to and including discharge. An employee who fails to return to service from a leave of absence without pay may be disciplined up to and including discharge.
  4. **Return to Service.** Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position within the employee's former classification if there is a vacancy and Airport desires to fill that vacancy. If the

employee's former classification no longer exists the employee shall be assigned to a position in a classification similar to that formerly occupied if there is a vacancy and the Airport desires to fill that vacancy. The 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 both the employee and the Airport.

5. **Service Credit.** Authorized leaves of absence without pay will count as service credit for layoff purposes, and for computing the amount of vacation leave, provided the employee is properly return to service and is not serving a probationary period. Employees that do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.
- B. **Child Care.** Any employee may, at the discretion of the Airport, be granted a leave of absence without pay for purposes of child care. Any such request must follow the rules contained in Section A of this provision. All requests for leave of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to the sex of the employee. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstance.

#### **Section 9: Disability Leave - Without Pay:**

- A. Disability separation;
- If an employee becomes unable to perform the substantial and material duties of his/her position and it is not on a paid sick leave, the employee will be given a disability separation, as defined herein.
- B. Leave of absence without pay;
1. A leave of absence without pay due to a disabling illness, injury, or condition may be granted by the Airport for a period of up to six months upon the presentation of evidence as to the probable date for return of active work status. The employee must demonstrate that the probable length of disability will not exceed six months. The granting of a leave of absence without pay will be subject to the rules regarding leaves of absence without pay.
  2. If the employee is unable to return to active work status within the six month period due to the same disabling illness, injury, or condition the employee will be given a disability separation. If an employee is paced on leave of absence without pay and subsequently given a disability separation due to the same disabling illness, injury, or condition the total combined time of absence due to the disability shall not exceed three years for purposes of reinstatement rights under this provision.
- C. A medical examination or satisfactory written documentation substantiating the cause, nature, and extend of the disabling illness; including pregnancy, injury, or condition shall be required prior to the granting of a leave of absence or disability separation unless the employee is

hospitalized at the time the leave of absence is to begin or the disability separation is given. If an examination is requested by the Airport, the Airport shall bear the costs of the examination.

**Section 10. Reinstatement From Disability Separation, Disability Retirement, Or Leave Of Absence Without Pay:**

- A. **Leave of Absence Without Pay** An employee receiving a leave of absence without pay due to a disabling illness, injury, or condition is subject to the provisions of the leave of absence without pay provision regarding return from the absence of such leave.
- B. **Reinstatement Rights.**
1. An employee given a disability separation shall have the right to reinstatement within three years after having been given a disability separation to a position in the classification the employee held at time of separation if a vacancy exists and Airport desires to fill it. If the classification the employee held at time of separation no longer exists or not longer is utilized by the Airport, then the employee shall be placed in a similar classification, if a vacancy exists and Airport desires to fill it. If no similar classification exists the employee cannot be reinstated.
  2. An employee given a disability separation subsequent to a leave of absence without pay for the same disabling injury or illness may be reinstated for a period of up to three years from the time the employee began a leave of absence without pay.
- C. **Request for Reinstatement.** Any request for reinstatement following a disability separation must not be later than three years following: a disability separation or leave of absence followed by a disability separation. The request must be in writing.
- D. **Medical Examination** The employee requesting reinstatement from a disability separation may be eligible for reinstatement after a medical examination, conducted by a physician to be designated by the Airport, or upon the submission of other appropriate medical documentation establishing that the disabling illness, injury, or condition no longer exists. Designations of a physician shall be made from lists provided to the Airport from the public employee's retirement board. The examination must show that the employee has recovered sufficiently from the disabling illness, injury or condition so as to be able to perform the substantial and material duties of the position to which reinstatement is sought the cost of such examination shall be paid by the Airport and the employee, in equal shares.
- E. **Failure to be Reinstated.** An employee who fails to apply for reinstatement or if-not found to be fit for reinstatement after proper application and examination shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date which the employee was given a disability separation.
- F. **Early Reinstatement.** An employee who applies for reinstatement and is found unfit for early reinstatement from a disability separation shall remain eligible for reinstatement at the completion of the appropriate three year period subject to a satisfactory medical examination.

- G. **Notice of Return Date.** The Airport may notify the employee, at the time disability separation is given, of the required procedures for proper reinstatement.
- H. **Abuse of Disability Separation.** An act of an employee, who has been given a disability separation, which is reasonably determined by the Airport to be inconsistent with the employee's disabling illness or injury may render the employee ineligible for reinstatement.

**Section 11: Military Leave:** As required by the Federal Family and Medical Leave/National Defense Authorization Act.

## **ARTICLE 17 - WORK POLICIES**

**Section 1: Work Day and Work Week:** The normal work day shall consist of eight (8) consecutive hours, inclusive of the time allotted for lunch periods, in a twenty-four (24) hour period. The normal work week shall consist of forty (40) hours made up of five (5) consecutive eight (8) hour days within a seven (7) day period, except as to units with continuous operations schedules. (i.e. civilians in Police and Fire Departments).

**Section 2: Pay Period:** The normal pay period shall consist of eighty (80) hours made up of ten (10) days of eight (8) hours each.

**Section 3: Overtime:** An employee shall receive one and one-half times his/her hourly rate for each hour or fraction thereof which he or she works in excess of eight (8) hours in a twenty-four (24) hour period, or in excess of forty (40) hours in a seven (7) day period.

**Section 4: Performing Jobs Outside of Assigned Classification:** In the instance where an employee is directed or designated during a regular shift to perform a job or do duties that are not a part of his/her regular job description and in performing the said job or duties he/she is engaged for a period in excess of one hour, the employee shall be paid the rate for the job performed shall also be made if the employee is held over from his regular eight (8) hour shift, and assigned to a job out of his/her job description, for any period.

**Section 5: Schedules:** All employees shall be scheduled on the basis of the normal work.

1. Management will provide work schedules. Bargaining members will select, based on seniority, from these provided work schedules.
2. In the event that it becomes necessary to change the hours of regular starting and quitting time, the Airport shall, except in the case of an emergency, first meet with the Union to discuss such changes. In the event of an emergency the Airport may make such changes of a temporary nature as is required to meet the emergency.

**Section 6: Lunch and Breaks:**

All employees shall receive a 30 minute un-paid lunch per "Appendix 4."

All employees shall receive a fifteen (15) minute break in the first half in his or her shift and a fifteen (15) minute break in the second half of his or her shift per "Appendix 4." The breaks shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit.

**Section 7: Testing Program:**

The testing program shall be attached as an addendum to this agreement as "Appendix 2"

**Section 8: Union Bulletin Boards:**

Space for Union Bulletin Boards shall be provided at the airport.

**Section 9: Court Appearances:**

Employees who are required by the nature of their job to appear in court outside normal working hours shall be paid, for actual time spent, or a minimum of two (2) hours, whichever is greater at their normal rate of pay or time and one-half, if applicable.

**Section 10: Health and Safety Standards:**

The Airport agrees to provide a safe and healthy work environment, as would be required by "OSHA", for all employees, any failure by the Airport to do so will be subject to the grievance procedure.

**ARTICLE 18 -  
PROGRESSIVE DISCIPLINE PROCEDURE (PDP)**

- A. A non-probationary employee who is suspended or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the disciplinary procedure contained herein, with a copy to the union.
- B. Disciplinary action taken by Airport shall only be for just cause, and except for situations of gross misconduct or revocation of SIDA badge, all discipline shall be progressive, corrective and uniformly applied. Gross misconduct will be defined as follows:

Dishonesty, drunkenness, immoral conduct, insubordination, discourteous and rude treatment, gross neglect of duty, theft in office and misfeasance or nonfeasance. Gross misconduct and revocation of SIDA badge is subject to immediate dismissal.

Disciplinary track shall be as follows:

First Offense	Verbal warning – noted in files
Second Offense	Written warning
Third Offense	One (1) to three (3) day suspension and confiscation of SIDA.
Fourth Offense	SIDA confiscation, fifteen (15) days suspension or more up to and including discharge.

- C. Any disciplinary action resulting in a suspension or discharge of a non-probationary employee may only be appealed and processed in accordance with the disciplinary procedure herein contained.
- D. Records retained as per Article 18, Section 2.

## ARTICLE 19 - PERSONNEL FILE

**Section 1.** The Airport may compile and maintain an official Personnel file for each employee. This file, if compiled, shall be in the custody of the head of the respective departments or divisions of the Western Reserve Port Airport.

The Personnel File of each employee shall contain the name address, social security number, and other identifying information as to the employee.

Each employee shall notify the Airport as to his or her change of address and/or phone number at least within fourteen (14) calendar dates of said change or changes. If there is a failure of notification as to any change of address or phone number, the address or phone number last given to the Airport shall be used for notification as to call out of the said employee or any other notification at the peril of the employee.

**Section 2.** Any current disciplinary action shall not take into account any discipline which has occurred more than three (3) years prior.

The Airport will take whatever disciplinary action it intends to take against an employee within thirty (30) days of the department head's knowledge of the alleged infraction of Airport rules or policy.

## ARTICLE 20 GRIEVANCE AND ARBITRATION PROCEDURES GRIEVANCE PROCEDURE

**Section 1:** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by the Union at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

For the purposes of this procedure, the below listed terms are defined as follows:

- a. **Grievance (Action)** – A “grievance” shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement.
- b. **Aggrieved party** – The “aggrieved party” shall be defined as only any employee, group of employees within the bargaining unit, or the Union on behalf of employees within the bargaining unit.

- c. **Days** – A “day” as used in this procedure shall mean working days, excluding Saturdays, Sundays, and holidays as provided for in this Agreement.

**Section 2:** The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. All grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
  - i. All grievances shall be sequentially numbered. The responsibility for numbering the grievances rests with the Union.
- B. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the Union and to the aggrieved party if he so requests.
- C. If a grievance affects a group of employees, it may be submitted at Step 2.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of management and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Airport in future proceedings. The time limits provided herein will be strictly adhered to, and a grievance not filed initially or appealed within the specified time limits will be deemed waived and void. The time limits specified for either party may be extended only by written mutual agreement.
- E. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

**Section 3:** All grievances shall be administered in accordance with the following steps of the grievance procedure and shall be first filed with the supervisor who initiated the action. Actions that were initiated by someone other than the immediate supervisor may be grieved directly at the step that has the authority to settle the matter.

### **Step 1**

An employee who believes he may have a grievance shall take it up with his/her immediate supervisor accompanied by the steward within five (5) days after the employee has knowledge or should have had reasonable knowledge of the events or conditions giving rise to the grievance. The written grievance shall state with particularity the event or condition giving rise to the grievance, the specific contractual provision(s) alleged to have been violated, listing both the section numbers(s) and paragraph letters(s), and shall include a brief statement as to how the event or condition complained of violates the cited

contractual provision(s). The supervisor shall give his/her answer within five (5) days after the grievance has been presented, excluding the day of presentment. The answer from the supervisor shall be in writing, and should the supervisor deny the grievance, the reason or reasons for doing so shall be stated as clearly and concisely as possible.

### **Step 2**

If the grievance is not resolved at Step 1, it shall then be presented to the Director/designee, within five (5) days of the receipt of the Supervisor's responses, excluding the day of the receipt. The Director/designee, Assistant Director/designee, together with any other individual designated by the Director, shall then meet with the grievant and the steward at a time mutually convenient to each, but not to exceed ten (10) days after presentment of the grievance at Step 2, excluding the day of presentment. However, the parties may by mutual agreement extend this time. The Director/designee shall provide his response to the grievance within five (5) days, excluding the day of the meeting. The Director may, at his option, request that the supervisor involved also attend the Step 2 meeting.

### **Step 3**

If the grievance is not resolved at Step 2, either party may request an informal meeting to try and mediate the dispute. This informal meeting may be facilitated by a professional mediator or by the parties themselves as determined by the parties. The purpose of the meeting is to review all issues in dispute. The outcome of any mediation, while binding on the parties, does not have to set a precedent. Once mediation is attempted, than either party may proceed to arbitration pursuant to Step 4 below.

The parties understand that they have mutually agreed upon an additional process within the existing grievance procedure which allows the parties to mediate any issue arising from a contractual dispute prior to demanding a third party arbitrator to hear the pending disagreement. The time limit for the mediation process shall be twenty (20) days, unless mutually waived. The parties further agree that they shall have sole authority which precludes that authority of the State Employment Relation Board to determine which outside agency they will utilize to resolve such a dispute. The parties agree to mutually waive the above time limits if mediation is used and once the decision is rendered, all time limits will recommence.

### **Step 4**

#### **ARBITRATION PROCEDURE**

- A. In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived or having passed through the various steps by timely default of the Airport, and where voluntary mediation has not been requested in writing, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Airport at Step 3, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created for this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately (Union striking first) until one name remains who shall be designated the arbitrator to hear the grievance in question.

- a. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms or conditions of this Agreement.
  - b. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.
  - c. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. Neither party shall be responsible for any of the expenses incurred by the other party.
  - d. If either party files for arbitration and later withdraws, the withdrawing party shall be liable for any fees.
  - e. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed.
  - f. It is the intent of the parties that the decision to arbitrate or not to arbitrate a grievance shall be made within a reasonable period of time.
- B. At any time before the arbitrator is contacted, the parties may meet to determine if settlement can be reached on the grievance. Involved in the meeting shall be the Director and the Union Business Agency, as well as any other appropriate staff. It is expected that the entire arbitration will take sixty (60) days from the date of notification.
- C. The decision of the arbitrator shall be binding on both parties, and shall be enforceable pursuant to law. The aggrieved employee, his/her steward, and any necessary witness shall not lose pay for time off the job while attending any arbitration proceeding.

**Section 4:**

During any step of the grievance procedure, the failure of management to respond within the time frames set forth for such a response shall cause grievance to be automatically accelerated to the next step of the grievance procedure. Further, the failure of the Union to file the grievance to the first step or to advance the grievance to the next step within the time frames set forth herein shall be deemed a waiver or abandonment of the grievance.

The Union agrees to indemnify and hold the Airport 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 his rights as provided by the grievance and arbitration procedures herein contained.

**CERTIFICATION OF UNION REPRESENTATIVE**

The Union shall certify to the Board's designee, Western Reserve Port Authority, those persons in each Department or unit who are authorized by the Union to process grievances. The Airport shall not be required to engage in the grievance procedures herein if the Union is represented by someone other than

a properly authorized and certified representative or grievance person. This requirement can be waived only by the Airport.

Certification and all notification as to the grievance person is the responsibility of the Union. The person certified shall be recognized by the Airport as the Union's representative for employee grievances in the appropriate unit.

## **ARTICLE 21 - TERMINATION OF CONTRACT AND ALTERNATE DISPUTE SETTLEMENT PROCEDURE**

The parties have agreed to a new three (3) year contract that covers bargaining unit employees of Local 2312, effective from April 1, 2012 to March 31, 2015. Negotiations for a successor agreement shall be in accordance with Ohio Revised Code except that the parties agree to utilize the Conciliation procedures in the event an agreement cannot be reached, moreover, the parties agree to utilize final and binding interest rather than the right to strike to reach a successor agreement.

## **ARTICLE 22 - RETIREMENT**

### **Section 1: OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM (OPERS)**

Because employees of the Port Authority are public employees, all employees are required to participate in the Ohio Public Employees Retirement System (OPERS). Each employee is required to have a set percentage of their gross earnings deducted from each pay check and forwarded to OPERS to the employee's personal account. The contribution to OPERS is deducted from the employee's gross amount of wages before federal and state income taxes are calculated. In addition, The Port Authority contributes to OPERS each pay period based on a percentage of the employee's contribution. These contributions are determined and set by OPERS and not the Port Authority. (Proposed Rate of Contribution: WRPA 14% / Employees 10%)

**Section 2: Deferred Compensation:** Employees are eligible to voluntarily participate in the Ohio Public Employees Deferred Compensation Program. This program permits employees to set aside a specific amount of their earnings each pay period to be vested under a variety of available options. The employee contribution to this program is deducted from their gross wages before federal and state income taxes are calculated, the earnings are received on the employee's Deferred Compensation Program investments and are not taxed until the funds are withdrawn from the Program.

**Section 3: Mandatory Medicare Contribution:** As a result of changes in regulations under the hospital insurance portion of FICA and amendments to the Internal Revenue Code, employees of states and political subdivisions such as the Port Authority who are hired after March 31, 1986, must contribute a federally mandated percentage of their gross salary to Medicare. This contribution is matched by the Port Authority.

## **ARTICLE 23 – PARKING**

The Airport will supply surface parking for Airport employees.

## **ARTICLE 24 - NON-USE OF SICK LEAVE**

The Airport agrees to award a cash incentive to an employee for non-use of sick leave, in the following manner:

1. The Airport will pay Seventy-Five Dollar (\$75.00) to an employee who does not use any of his sick leave benefits for a six (6) month calendar period, that is, from January 1 through June 30, inclusive.
2. The Airport will also award a Seventy-Five Dollar (\$75.00) cash bonus for the period of July 1 through December 31 of the calendar year, inclusive.

These cash bonuses are payable the last day of the month after award is earned. The case bonuses for nonuse of sick-leave shall not be prorated under any circumstances.

## **ARTICLE 25 - WORKERS' COMPENSATION**

When an employee is injured in the course and scope of employment and is off more than seven (7) days as a result of the injury, the employee shall be eligible for Injured On Duty Leave. The employee shall be paid for all days from the date of injury until ninety (90) calendar days or longer after the injury at the Airport's discretion, based on the severity of injury. Upon the Airport's election to provide pay, there shall be no loss of benefits provided by the Airport for any applicable labor agreement during the leave. To be eligible, the employee when injured must:

1. Submit a signed incident report within 24 hours of incident, detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On Duty Leave;
2. File for Workers' Compensation benefits with the Ohio Bureau of Workers' Compensation;
3. Furnish the Airport with a signed medical authorization for the claimed injury for the release of medical records;
4. Suffer lost time from employment for a period exceeding seven (7) consecutive days; and,
5. Submit medical certification from the employee's physician of record specifying the extent of the injury, the recommended treatment, the employee's inability to return to work as a result of the injury, and an estimated date of return.

The Airport reserves the right to review the employee's status every thirty (30) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the Airport at any time during the leave.

If, for any reason, the employee's Workers' Compensation claim is denied fully or after all appeals disallowed, said leave shall cease and the employee will be required to reimburse the Airport for any amounts paid through this section. The rate and method for reimbursement will be determined by the department head on a case-by-case basis.

If the employee is not released by their physician at the end of the Injured-On-Duty Leave, the employee will be placed on FMLA leave for a period not to exceed twelve (12) weeks.

If the employee is unable to return to work or unwilling to return to work, the Airport will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation pursuant to Airport policy. Employees will be notified as to any rights they may have under PERS disability retirement.

The Airport does not have restricted (light) duty.

## **ARTICLE 26 – WAGES**

**Section 1.** Employees will be paid in accordance with the hourly wage rates as set forth in “Appendix 1.

## **ARTICLE 27 – MISCELLANEOUS**

1. Article IX, Section 3, "Officer's Seniority" shall only apply to layoffs.
2. For those employees reimbursed for the use of their personal vehicles on a per miles basis, the rate shall be updated as published by the IRS rate January 1st and July 1" of each year.
3. The length of recall period for layoffs.
  - a. Addressed in Article 11
4. **New Jobs:**

If substantial changes in the method of operation, tools, or equipment of a job occur, or if a new job is established which has not previously been classified, the Airport shall meet with the Union for the purpose of negotiating a rate of pay and classification or place the job in an existing classification. In the event the Authority and the Union are unable to reach an agreement on the issue, the Authority shall establish a temporary rate and classification and will promptly notify the Union in writing, therefore, the Union may file a grievance at Step 3 of the grievance procedure. The Arbitrator shall have the authority to establish a new rate and classification or place the job in an existing classification. Any award of the arbitrator shall be retroactive to the date the job was placed into effect. Any rate and classification mutually agreed to between the Airport and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto. A substantial change in job duties shall be considered a thirty percent (30%) change in duties.

### **5. Union Representation:**

1. The Airport agrees that one previously identified non-employee officer or representative of the Union shall be permitted to enter the Airport's facilities and sites during working hours. Such visitation shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of the employees except to the extent authorized in advance by the Airport. Such individual shall give as much advance notice as possible of his intent to visit Airport facilities and sites.
2. Stewards, during normal working hours, after reporting to their immediate supervisors, shall be permitted to investigate, present and process grievances on the premises of the

Authority Airport without loss of pay. The union shall furnish the Airport with a written list of stewards and shall notify the Airport in writing of any changes. The Union may appoint individuals who shall act as Stewards when the regular Steward is absent from work or otherwise unavailable and shall provide the names of those individuals to the Airport.

6. Uniforms: The "WRPA" will provide the bargaining unit employees with uniforms (Pants and shirts).
7. The Airport may sub-contract or contract out work normally performed by bargaining unit employees when it determines that such contracting is necessary and essential to the operation of the airport, provided, however, that in no event shall such contracting result in a lay-off, shortened work hours or loss of overtime to any employee.
8. The Airport shall reimburse employees \$100.00 per year for safety boots, and employees must provide receipt.

## **ARTICLE 28**

### **LABOR MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound Labor Management relations, the Union and the Airport will meet at least once per quarter or at agreeable dates and times for the purpose of discussing those matters outlined below. No more than two (2) employee representatives of the Union, three (3) representatives of the Airport and one (1) non-employee representative of the Union shall be permitted to attend such meetings, unless otherwise agreed.

The purpose of such meetings shall be to:

- A) Discuss the administration of this agreement;
- B) Notify the Union of changes made by the Airport, which may affect bargaining unit members;
- C) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D) Disseminate general information of interest to the parties;
- E) Give the Union Representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F) Discuss ways to improve efficiency and work performance; and
- G) Consider and discuss health and safety matters.

**Section 2.** The party requesting a special meeting, other than the regular quarterly meeting outlined in Section 1, shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting, and the names of those representatives who will be attending.

**Section 3.** Local Union employee representatives attending Labor Management meetings shall not suffer a loss in pay for straight time hours spent in such meetings, if held during the employee's regular scheduled hours of work.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20<sup>th</sup> Day of APRIL, 2012.

WITNESS:

Afrodite Allk

Nichelle R. Miller

~~Afrodite Allk~~

Afrodite Allk

THE YOUNGSTOWN-WARREN REGIONAL AIRPORT - WESTERN RESERVE PORT AUTHORITY

BY: Daniel J. Dickten  
Daniel J. Dickten, A.A.E, Director of Aviation

BY: Jack Sullivan  
Jack Sullivan, A.C.E., Superintendent of M & O

FOR AFSCME OHIO COUNCIL 8, LOCAL 2312

Cindy A. Michael  
Cindy A. Michael, Staff Representative

Kenneth West  
Kenneth West, Chapter Chair, Local 2312

APPROVED AS TO FORM:

Daniel G. Keating  
Daniel G. Keating, Attorney for WRPA

**APPENDIX 1**

**Airport Maintenance and Operations Specialist Rates of Pay**

<b>Airport Maintenance and Operations Specialist Current and Proposed Rates of Pay –</b>						
	<b>Start</b>	<b>3 Months</b>	<b>1 Year</b>	<b>18 Months</b>	<b>2 Years</b>	<b>Increase</b>
<b>2012 - 13</b>	<b>\$14.25</b>	<b>\$14.50</b>	<b>\$15.25</b>	<b>\$16.10</b>	<b>\$16.94</b>	<b>12%</b>
<b>2013 - 14</b>	<b>\$14.25</b>	<b>\$14.50</b>	<b>\$15.25</b>	<b>\$16.10</b>	<b>\$16.94</b>	<b>0%</b>
<b>2014 - 15</b>	<b>\$14.25</b>	<b>\$14.50</b>	<b>\$15.25</b>	<b>\$16.10</b>	<b>\$16.94</b>	<b>0%</b>

<b>Lead Airport Maintenance and Operations Specialist - Rates of Pay (minimum 2 years required on job with Airport)</b>						
					<b>2 Years</b>	
					5% over highest non-lead position	
<b>2012 - 13</b>					<b>\$17.79</b>	<b>12%</b>
<b>2013 - 14</b>					<b>\$17.79</b>	<b>0%</b>
<b>2014 - 15</b>					<b>\$17.79</b>	<b>0%</b>

**Annual Wage Increases**

**Year 1 – 2012 - 13: As Determined Above**

**Year 2 – 2013 - 14: No Increase**

**Year 3 – 2014 - 15: No Increase**

**APPENDIX 2 - DRUG TESTING PROGRAM**  
**PURPOSE OF DRUG TESTING PROGRAM-NOTICE**

- A. The "Airport/WRPA" has a legal responsibility and managerial obligation to ensure a safe work environment, as well as paramount interest: in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug dependence, illegal drug use or drug abuse.
- B. Liability could be found against the "Airport/WRPA" and the employee if we fail to address and ensure that employees can perform their duties without endangering themselves or the public.
- C. There is sufficient evidence to conclude that use of illegal drugs. The misuse of any drug, or drug dependence; seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs and narcotics' by the "Airport/WRPA" employees is a crime in this jurisdiction and clearly unacceptable. Therefore, the "Airport/WRPA" has adopted this written policy to ensure an employee's fitness for duty and as a condition of employment to ensure drug tests are ordered based on a reasonable suspicion following an established written policy and procedure, and where the employee knows testing is a requirement of employment

**DEFINITIONS**

- A. Employee - All bargaining unit personnel employed by the "Airport/WRPA".
- B. Supervisor - Both sworn and civilian assigned to a position having day-to-day responsibility for supervising subordinates or responsible for commanding the work element.
- C. Drug Test - A urinalysis test administered under approved conditions and procedures to detect any of the following:

Alcohol, amphetamine, barbiturates, benzodiazepines (Valium, Librium) benzococaine (cocaine Metabolite), cannabinoids (THC, Marijuana) opiates, codeine, morphine (from heroin) hydromorphone, methaqualone, methadone and phencyclidine (PCP). These drugs are screened and confirmed at a cutoff concentration of 300/ng/ml with the exception of cannabinoids which is 20ng/ml, phencyclidine 25ng/ml, and amphetamines at 25 mg/ml.

**REASONABLE SUSPICION**

An apparent state of facts, circumstances or information which exists from an inquiry by the supervisor, or from a creditable source which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/ narcotics.

**GENERAL RULES OF THE "AIRPORT/WRPA"**

- A. Employees shall not take any narcotics or dangerous substance unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall

notify their immediate supervisors of the medication prescribed and the nature of the illness or injury. Any statutory defined illegal use of drugs by an employee, whether at or outside "Airport/WRPA" employment, will not be tolerated.

- B. All property belonging to the "Airport/WRPA" is subject to inspection at any time without notice as there is no expectation of privacy.

Property includes, but is not limited to, "Airport/WRPA" owned vehicles, desks, containers, files and storage lockers.

- C. "Airport/WRPA" employees who have reasonable basis to believe that another employee is illegally using drugs or narcotics shall report the facts and circumstances immediately to their supervisor.
- D. Failure to comply with the intent or- provisions of this general order may be used as grounds for disciplinary action. Refusal by an "Airport/WRPA" employee to take the required drug test or follow this general order will result in immediate relief from "Airport/WRPA" duties pending disposition of any administrative personnel action.

### **Post Accident Testing**

- A. An accident, for the purpose of this policy, may include but is not limited to; an unplanned, unexpected, or unintended event that occurs during the employee's workday and in relation to the Airport's business. In addition to personnel, it may involve, by way of example; personal or Airport property, equipment or vehicles used in the performance of the employee's job.

Post-accident drug and alcohol testing will be required for individuals who may have caused, contributed to or been involved in an "on-the-job" accident, meeting any or all of the following criteria:

1. an accident that causes bodily injury requiring off-site medical treatment of the employee or another person;
2. a fatality results from the accident;
3. an accident that results in significant property damage, exceeding \$500;
4. an employment related vehicular/equipment accident that results in damage to that piece of equipment and/or property.

Specimen collection is to occur as soon as possible after any necessary medical attention has been rendered, within eight (8) hours for alcohol testing and thirty-two (32) hours for other drugs. All employees expressly grant unto the Airport, access to any and all medical information that may be relevant in conducting a complete and thorough investigation of the employment-related accident, to include but not be limited to, a full medical report from the examining physician(s) or other healthcare providers.

Employees are subject to mandatory post-accident testing. In these cases, the failure of the employee to allow the collection of required specimens or attempts to block the release of the results of any substance abuse tests taken, may be considered and managed in the same manner as

a positive test. A failure to test or resulting disciplinary action will not impact an employee's ability to file a Worker's Compensation claim. Employees are specifically required to timely file a *First Report of Injury (FROI)* with the Airport for any injury related to airport employment in accordance with Article 23.

### **POLICY - DRUG TESTING/URINALYSIS**

A. All prospective appointees for any position, at the "Airport/WRPA", sworn and civilian, shall be routinely tested for drug or narcotic usage as part of their pre-employment medical examination. The testing procedure and safeguards set forth, in this order shall be followed by the examining physicians and others involved in the testing procedure.

1. Before the testing, the applicant will be advised of the drug testing and will receive a thorough briefing during which collection and analysis procedures will be explained.
2. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of a non-prescription drug, shall be the basis of discontinuing an applicant in the selection process. Any use or possession that constitutes a criminal offense shall preclude any further consideration for employment.
3. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected.
4. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.
5. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.
6. The results of drug tests on applicants for the position of an employee shall be kept confidential.

B. Current employees of the "Airport/WRPA" shall be required to submit to a test for drug or narcotic usage as outlined below.

1. A supervisor may order a drug test when there is a reasonable suspicion that an employee may have been using any drug, alcohol or narcotic and that this use may present a risk to their safety or that of fellow employees or the public.

2. The purpose of the test is to determine if drug or narcotic is present in the employee's system. The employee shall be advised of the content and details of the allegation.

3. A supervisor who orders a drug test when there is a reasonable suspicion of the use of any drug or narcotic shall forward a report containing the facts and circumstances directly to the "Airport/WRPA". The employee shall be verbally advised of the reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within 24 hours of the test.

4. Test results reporting a presence of illegal drugs or narcotics, or the use of prescription drugs without a prescription, or the abuse of any' over-the-counter drug, will be submitted to the "Airport/WRPA" for further action.
- C. The procedure for administering the urinalysis program is outlined in Appendix 1 of this general order.
- D. Employees who have been found to be using any drugs which are illegal under the Ohio Revised code shall be subject to disciplinary action. If the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed 30 calendar days for the first offense. Thereafter, for a period of two years, the employees shall be subject to random urinalysis at any time.

### **URINALYSIS PROCEDURES**

#### **A. OBTAINING URINE SAMPLES**

1. The employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory' designated by the "Airport/WRPA" to obtain the urine sample. At the time of the, test the subject will be notified, of the specified drugs which will be screened by the test. The employee will be accompanied by a Testing' Officer of the same sex.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. The testing officer (same sex) shall be in the presence of the employee to ensure that the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision. The employee applicant will be required to identify any prescription or non-prescription medication taken in the past week. The medication and time last taken will be noted on an "Airport/WRPA" Form. Medications containing narcotic drugs, hypnotics, stimulants, depressants, sedatives, and most muscle relaxants must be reported. Drugs such as aspirin, cold medications, Tylenol, birth control pills, and antihistamines, except those containing codeine, need not be reported. In the event the employee/applicant is taking medications, which require reporting, the testing officer must attempt to verify the validity of this use through interviews and request the employee/applicant to provide a copy of the prescription. The completed "Airport/WRPA" Form accompany the specimen.
4. The employee will be allowed to select two of several containers to be used to hold the sample.
5. The containers will be new and free of contaminates.
6. The employee/applicant will deposit a minimum volume of urine (2 oz) in the container and tightly cap it. Employees/applicants who are unable to provide the adequate sample initially will remain under observation until able to do so.

7. A tamper proof seal will be used on the container.
8. The container will be labeled in front of the employee.
9. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
10. Social security numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
11. Testing individuals will be assigned by the "Airport/WPRA".
12. The second sample container shall be secured and preserved according to generally accepted lab procedures at the site where the samples are passed and collected. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at his own expense) at another qualified, medical facility or laboratory, generally accredited by a standardizing body within a reasonable distance. To facilitate this testing the second sample shall be secured from the collection site by a Management Representative and a Union Representative and transported or cause to be transported to the second laboratory where it will be tested. The tests employed must be of the same type employed by a primary laboratory.

**B. PROCESSING URINE SAMPLES**

To ensure optimum accuracy the tests shall be drug specific. The drug abuse screening test will consist of two tests:

- a. The initial test of each urine sample shall employ a methodology different from the secondary confirmation test.
- b. The initial screening test shall be the **EMIT** (Enzyme Multiplied Immunoassay Technique). The test process at the laboratory for the initial analysis will be completed in 24-48 hours.
- c. The secondary confirmation test of any positive findings in the initial test shall be the gas chromatography/mass spectrometry.
- d. The test procedure for determining the presence of cannabinoids will be immunoassay. Secondary confirmation test of a positive finding for the presence of cannabinoids will be gas chromatography/mass spectrometry.
- e. The foregoing drug testing procedures are not meant to be an exhaustive compilation of the tests that will be or could be used to implement the personnel drug-screened program.

- f. The testing laboratory will make provision to properly preserve, store and secure one aliquot of the original urine specimen to be preserved and made available for purposes of independent confirmation testing by experts chosen and authorized by the subject-employee. This "employee confirmation" test will be conducted at the testing laboratory jointly with the experts representing the subject employee.

All Personnel whose confirmatory test results in a positive finding for controlled substances, will be subject to the full range of discipline and/or rehabilitation as set out in paragraph 3D above.

The provisions of this regulation are severable and if any of its provisions shall be held unconstitutional or otherwise invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

## **APPENDIX 3.1**

### **Western Reserve Port Authority Job Description Lead Airport Maintenance and Operations Specialist**

The following job description includes a variety of duties associated with the above-mentioned position. Though it attempts to mention an array of activities and responsibilities, it is not all-inclusive. However, any item not covered under the description would not be beyond the skills, education, and experience required for this position.

#### **Education, Licenses Required**

Graduation from high school. Prefer at least two years of experience in an aviation environment or similar environment. A valid Ohio driver's license. Training in airport operations, heavy equipment repair and operation, grounds and building maintenance. Commercial Drivers Licenses preferred but not mandatory.

#### **Qualifications**

Knowledge of the principles of operation and servicing of various light, medium, and heavy maintenance equipment including pickup trucks, snow plows, dump trucks, weed cutters, rollers, paint machines, crack sealing machines, chainsaws, power washers, facsimile machines, electronic equipment, basic computers and radios. Minimum of 1 year supervisory experience.

Considerable knowledge of work hazard and applicable safety precautions associated with assigned equipment and operations. Considerable knowledge of airport operations and certification standards including the procedures to assess, record, and maintain airport airfield and facility hazards and non-complying conditions, traffic laws, federal and state regulations and ordinances involved in assigned equipment. Ability to operate communication equipment and fill out, distributes, and file necessary paperwork. Ability to follow written and oral instructions and procedures. Ability to work independently and as a team. Ability to recognize deficiencies in equipment and buildings and take appropriate necessary action. Ability to work with other employees, tenants, customers, federal, state and local personnel, contractors and vendors.

#### **Examples of Duties and Work**

Directs activities of M & O Personnel on 2<sup>nd</sup> shift or as assigned. Assigns work assignments to M & O Personnel and is responsible for accountability of all assigned personnel. Operates a tractor, mower, truck with plow, front-end loader, radios, painting and crack sealing machines, chainsaw and weed cutting equipment and power tools.

Performs normal maintenance and repair on buildings and equipment in the field and in shop. Performs airfield and facility inspection for discrepancies. Issue appropriate Field Condition Reports, Notice to Airmen to air traffic control, flight service and tenants. Performs tasks in landscaping maintenance, building and pavement painting, replace electrical fixtures, bulbs and locks. Performs crack sealing on pavements, fence repair, clearing brush and trees. Replace seals on hangar doors and windows. Performs minor plumbing repair, paint and wall repair, provide preventative maintenance to automatic gates, baggage conveyor belts, hangar doors, and other facility components. Provides escort services to contractors and tenants. Monitors and coordinates snow removal and construction related operations on airport. Act as shift lead coordinator in the absence of management or when requested. Participates in training.

## **APPENDIX 3.2**

### **Western Reserve Port Authority Job Description Airport Maintenance and Operations Specialist**

The following job description includes a variety of duties associated with the above-mentioned position. Though it attempts to mention an array of activities and responsibilities, it is not all-inclusive. However, any item not covered under the description would not be beyond the skills, education, and experience prerequisite for this position.

#### **Education, Licenses Required**

Graduation from high school. Prefer at least two years of experience in an aviation environment or similar environment. A valid Ohio driver's license. Training in airport operations, heavy equipment repair and operation, grounds and building maintenance. Commercial Drivers Licenses preferred but not mandatory.

#### **Qualifications**

Knowledge of the principles of operation and servicing of various light, medium, and heavy maintenance equipment including pickup trucks, snow plows, dump trucks, weed cutters, rollers, paint machines, crack sealing machines, chainsaws, power washers, facsimile machines, electronic equipment, basic computers and radios.

Considerable knowledge of work hazard and applicable safety precautions associated with assigned equipment and operations. Considerable knowledge of airport operations and certification standards including the procedures to assess, record, and maintain airport airfield and facility hazards and non-complying conditions, traffic laws, federal and state regulations and ordinances involved in assigned equipment. Ability to operate communication equipment and fill out, distributes, and file necessary paperwork. Ability to follow written and oral instructions and procedures. Ability to work independently and as a team. Ability to recognize deficiencies in equipment and buildings and take appropriate necessary action. Ability to work with other employees, tenants, customers, federal, state and local personnel, contractors and vendors.

#### **Examples of Duties and Work**

Operates a tractor, mower, truck with plow, front-end loader, radios, painting and crack sealing machines, chainsaw and weed cutting equipment and power tools.

Performs normal maintenance and repair on buildings and equipment in the field and in shop. Performs airfield and facility inspection for discrepancies. Issue appropriate Field Condition Reports, Notice to Airmen to air traffic control, flight service and tenants. Performs tasks in landscaping maintenance, building and pavement painting, replace electrical fixtures, bulbs and locks. Performs crack sealing on pavements, fence repair, clearing brush and trees. Replace seals on hangar doors and windows. Performs minor plumbing repair, paint and wall repair, provide preventative maintenance to automatic gates, baggage conveyor belts, hangar doors, and other facility components. Provides escort services to contractors and tenants. Participates in training. The following list are typical job functions of Airport Maintenance and Operations Personnel:

## **TYPICAL JOB FUNCTIONS OF MAINTENANCE AND OPERATIONS PERSONNEL**

These functions are routinely done autonomously during high temperature/humidity and in below freezing winter conditions, potentially anywhere on 1,460 acres operations area, 24 hours, 7 days per week.

- Ability to place 75 pound ladder and climb ladder for routine maintenance up to 30'
- Ability to lift and operate a 90-pound jack hammer and load the broken concrete into a loader by hand.
- Shovel sand/gravel, lift concrete mix bags (40-80 pounds) and pour concrete as needed.
- Ability to operate a string trimmer or chain saw ALL DAY for fence-line clearing of vegetation.
- Ability to push a push mower ALL DAY in landscaping work.
- Ability to mow grass in the open field of the airport ALL DAY, continuously sitting and periodic jarring movement in manual and clutch driven equipment.
- Ability to lift 5 gallon buckets of paint (that weigh 75 pounds), shake buckets to mix them and carry them at least 4 feet in distance, ALL DAY for painting airfield.
- Ability to carry 50 pound bags of glass beads to the paint machine from a pick up truck ALL DAY when painting the airfield.
- Ability to un-crate and load 50 pound cubes of rubber from a truck to the tar kettle ALL DAY during pavement repair projects.
- Ability to sit continuously for 3-4 hours, operating small, medium and heavy equipment, automatic and clutch driven, in below freezing temperatures, work long hours during snow removal operations, sometimes 16-20 hours shifts.
- Ability to follow orders both written and oral.
- Ability to communicate with Air Traffic Control Tower and navigate in both light and heavy vehicle equipment around passenger aircraft during flight operations, navigating around high explosive tanks and vehicles on active airfield environment.

## APPENDIX 4

### Workplace Times

1. Lunch and Break Times: Unless special schedules are put into place, and unless circumstances dictate otherwise due to needs of the “Airport” business, the following applies:

<b>SHIFT</b>	<b>START</b>	<b>BREAK</b>	<b>LUNCH</b>	<b>BREAK</b>	<b>FINISH</b>
1 <sup>st</sup> Shift	6:00 am	7:45 am - 8:00 am	10:00 am - 10:30 am	12:30 pm - 12:45 pm	2:30 pm
2 <sup>nd</sup> Shift	2:00 pm	3:45 pm - 4:00 pm	6:00 pm - 6:30 pm	8:30 pm - 8:45 pm	10:30 pm

2. Clock in – All employees are to be ready to work at the shift start time. All changing of clothes, shoes and other preparation to be ready to work is to be done prior to clock-in.

3. Clock out – All employees are to stay on the job until 10 minutes prior to clock-out time, or the time it takes to return from the work site back to the shop. All changing of clothes, shoes and other preparation for leaving the shop for home is to be done after clock-out.