

12-MED-11-1320

1430-02

K# 30805

2014 JUN 16 AM 8:55

STATE EMPLOYMENT
RELATIONS BOARD

AGREEMENT BETWEEN

TOLEDO-LUCAS COUNTY PORT AUTHORITY

AND

TOLEDO-LUCAS COUNTY PORT AUTHORITY
EMPLOYEES LOCAL 2351,
AND OHIO COUNCIL 8, AFSCME, AFL-CIO

Maintenance Unit

2013-2015

MAINTENANCE UNIT AGREEMENT

(2013-2015)

This Agreement between the TOLEDO LUCAS COUNTY PORT AUTHORITY (Division of Aviation), County of Lucas, State of Ohio, hereinafter referred to as the "PADA" or "The Division of Aviation" and TOLEDO-LUCAS COUNTY PORT AUTHORITY EMPLOYEES LOCAL 2351, AND OHIO COUNCIL 8, AFSCME, AFL-CIO, hereinafter referred to as the "UNION" has as its purpose, the promotion of harmonious relations, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and all other conditions of employment.

ARTICLE 1

SECTION 1.1 RECOGNITION: The Division of Aviation recognizes the Union as the sole and exclusive bargaining agent for all Maintenance Department employees of the Toledo-Lucas County Port Authority, Division of Aviation, but EXCLUDING all Police/Fire Unit employees, seasonal or casual employees, confidential employees, management level employees and supervisors as defined in the Act.

The Union is recognized as their representative with respect to wages, hours of work, handling of grievances and all other conditions of employment.

SECTION 1.2 NEW CLASSIFICATIONS: New classifications or positions shall be discussed between the Division of Aviation and the Union to determine if they are to be included herein, and no classification or position shall be filled until it is determined whether the classification or position falls within the jurisdiction of this unit.

SECTION 1.3 PROBATIONARY PERIOD: All employees shall be considered probationary employees for six (6) months from their most recent date of hire and shall be subject to successful completion of the training and on the job performance. During the probationary period an employee shall have no recourse to the grievance procedure and may be terminated at any time by the Division of Aviation during the probationary period.

The parties may mutually agree to extend an employee's probationary period an additional 30 days.

SECTION 1.4 CLASSIFICATIONS AND SALARY GROUPS: The classifications included in the unit are set forth herein and the salary group to which they are assigned is shown opposite the classification. Employees shall be paid in accordance with the provisions of ARTICLE 14 hereof within the salary group to which their classification is assigned.

CLASSIFICATION	SALARY GROUP
Airport Maintenance Worker 2	5
Group Leader	6

SECTION 1.5 JOB ABOLISHMENT: Abolishment of any job classification shall be preceded by mutual agreement with the Union. When an employee's position has been abolished in accordance with this Section, the affected employee shall have the right to bump in accordance with the following procedure:

FIRST: The employee shall bump the employee in the same classification who has the least amount of the Division of Aviation seniority.

SECOND: The employee shall drop one or more classifications and bump the employee in the lower classification who has a lesser amount of the Division of Aviation seniority.

THIRD: This process shall repeat itself until the employees having the least amount of Division of Aviation seniority have been displaced by employees with greater Division of Aviation seniority.

After job bumps, employees remaining in a new job classification shall have the present qualifications and ability to perform the work.

SECTION 1.6 PROBATIONARY EMPLOYEES, NEW HIRE AND PROGRESSION RATES AND REPRESENTATION: Employees in classifications set forth in this Agreement shall not be represented by the Union until they have satisfactorily completed their original probationary period as set forth in ARTICLE 7, SECTION 7.1 herein.

ARTICLE 2

SECTION 2.1 FAIR SHARE FEE: All employees in the bargaining unit who, sixty (60) days from the date of hire, are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment.

The fair share fee amount shall be certified to the Division of Aviation by the Treasurer of the Local Union.

The deduction of this fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment of the fair share fee shall be made in accordance with the regular dues deductions as provided in this Agreement.

The Union will hold the Division of Aviation harmless for any claims which arise by reason of compliance with the terms of this Section.

SECTION 2.2 DUES DEDUCTION: Payroll deductions shall be made in accordance with a legal dues authorization card submitted by the employee and the Division of Aviation shall comply with the provisions of said authorization card for all employees who have signed the card. The Division of Aviation and the Union both recognize the authorization card is a matter between the Union and its members, therefore, any dispute between the parties to said authorization card and any findings against either party as a result of such dispute and/or litigation shall not be the responsibility of the Division of Aviation.

The Division of Aviation will deduct any arrears in unpaid union dues, initiation fees and equal assessment owed to the Union, as well as current union dues initiation fees and equal assessment from the paychecks of employees working

classifications included in the recognition clause of this contract who have signed the proper legal authorization card authorizing such deductions from the paychecks of the employee. Such deductions shall be made from the paycheck of the month for which current dues (payable in advance) and any initiation fees are due the Union. The Division of Aviation further agrees to remit to the Secretary-Treasurer of the Union, before the 15th day of that month, all Union dues, initiation fees and uniform assessments so deducted from the paychecks of employees covered by this contract.

The Union will hold the Division of Aviation harmless for any claims which arise by reason of compliance with the terms of this section.

SECTION 2.3 OTHER DEDUCTIONS: The Division of Aviation will deduct from employees giving proper legal written authorization any monies for any authorized Credit Union, U.S. Savings Bond Program, and the United Appeal Payroll Deduction Program and remit same to the proper authorities by separate check.

SECTION 2.4 PEOPLE DEDUCTION: The Division of Aviation will deduct from the paycheck of all employees who have voluntarily signed a proper legal authorization for the Public Employees Organized to Promote Legislative Equality (PEOPLE) committee and remit monthly to said committee all such deducted monies. The Union will hold the Division of Aviation harmless for any claims which arise by reason of compliance with the terms of this Section.

ARTICLE 3

SECTION 3.1 PLEDGE AGAINST DISCRIMINATION AND COERCION: The Division of Aviation and the Union mutually agree that the provisions of this Agreement shall be uniformly applied to all applicants for employment and employees without discrimination based upon race, color, creed, sex, national origin, handicaps, age, or union membership status.

The Division of Aviation and the Union mutually agree to abide by all federal and state statutes concerning discrimination in employment.

Nothing contained in this Agreement shall prevent the Division of Aviation from complying with the requirements of State or Federal handicap or disability laws.

SECTION 3.2 MANAGEMENT RIGHTS: The Port Authority shall retain the exclusive right to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs, standards of services, its overall budget, utilization of technology, and organizational structure; the direction, supervision, evaluation and hiring of employees; the maintenance and improvement of the efficiency and effectiveness of operations, the determination of the overall methods, process, means, or personnel by which operations are to be conducted; the suspension, discipline, demotion and discharge of employees for just cause and the layoff, transfer, assignment, scheduling, promotion and retention of employees; the determination of the adequacy of the workforce; the determination of the overall mission of the Division of Aviation as a unit of government; the effective management of the workforce; the taking of actions to carry out the mission of the Division of Aviation as a governmental unit; the location or locations of its operations; the sale, lease, transfer, contracting out or other disposition of any portion(s) or all of its operation(s), and the establishment, continuation, discontinuation, application and modification of practices, rules or regulations.

The Division of Aviation reserves all rights, powers and authority customarily exercised by management except as otherwise specifically modified by the provisions of this Agreement.

ARTICLE 4

SECTION 4.1 UNION REPRESENTATIVES: The Union shall be represented by those officers elected by the membership and by one (1) Maintenance Unit steward and one (1) alternate Maintenance Unit steward who shall serve in the absence of the steward.

SECTION 4.2 UNION DUTIES: The steward or alternate steward and/or officers shall be permitted reasonable time to investigate and process grievances and conduct other necessary business during working hours. The steward or alternate steward shall not abuse his right and shall notify their immediate supervisors when leaving their jobs to handle a problem and shall report when returning to work and shall account for all activities performed and the time spent thereon, exclusive of subjects discussed during the interim. The Union Steward and/or Alternate shall have no authority to call a strike action.

SECTION 4.3 UNION ACCESS: An authorized representative of the Union shall have the right to visit the premises at any time during work hours for the purpose of investigating current working conditions and compliance with the terms of this Agreement, provided such representative reports to an official of the Port Authority upon entering the premises, and such visit is made in such a manner as to not unduly disrupt the Division of Aviation operations.

SECTION 4.4 UNION LEAVES: A member of the bargaining unit will be granted up to five (5) days leave to attend a Union convention, institute or like activity. The amount of time should not exceed thirty (30) days in one (1) year. The leave may be unpaid, vacation, personal day or bonus day leave. Request for such leaves of absence shall be sent to the Division of Aviation at least ten (10) days in advance thereof.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 5.1 Any grievance or dispute which may arise hereunder, including the application, meaning or interpretation of this agreement shall be settled in the following manner:

In the event that the Division of Aviation fails to answer a grievance at the time required in any step of the grievance procedure, or if the Union does not timely appeal a grievance at Steps 1 or 2, it shall automatically advance to the next step within the time limits it would have ordinarily proceeded. The purpose of this language is to prevent either party from benefiting from a default but the language is not to be used to make it a practice to bypass the steps of the grievance procedure.

FIRST STEP: When an employee has a grievance, the employee with his Steward or Alternate Steward, shall verbally discuss the matter with the employee's immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within ten (10) working days of the employee's having, through the exercise of reasonable diligence, gained knowledge that a grievance exists. If the grievance cannot be resolved through verbal discussion, then it shall be reduced in writing and presented to the immediate supervisor within the same ten (10) day working period. The supervisor shall indicate thereon, in writing, his

response to the grievance by the end of the shift of the tenth (10th) working day following the day on which the written grievance was presented. The written grievance containing the response of the supervisor shall be delivered to the Union for further handling at the next Step of this procedure.

SECOND STEP: Grievances not settled at the First Step of this procedure shall be referred to a Labor-Management Committee meeting. Such committee shall consist of the Airport Director (or Director's designee) and up to two (2) additional persons selected by the Airport Director and a like number of representatives from the Union. The committee meeting shall be convened within ten (10) working days after the grievance has been processed from the First Step of the grievance procedure.

In the event that the still not satisfactorily settled, then the matter shall be referred to the Third Step of the grievance procedure. The Division of Aviation's written response shall be provided to the grievance and local union president within ten (10) working days of the Step 2 meeting.

THIRD STEP: If the decision of the Division of Aviation as given in the Second Step of the grievance procedure is not satisfactory, then the Union shall notify the Division of Aviation in writing within ten (10) working days after the answer that the grievance is to be submitted to arbitration. Within ten (10) working days when a grievance is submitted to arbitration, the Division of Aviation and the Union shall request that the Federal Mediation and Conciliation Service submit a list of impartial arbitrators qualified to handle the grievance. The party advancing a grievance to arbitration will be responsible for the initial payment of any charges from FMCS for filing for arbitration. If the matter is actually heard and decided by an arbitrator, the FMCS costs for arbitration will be split. Upon hearing all evidence from both sides and the facts and witnesses to present it, the Arbitrator shall render in writing to both parties, the Division of Aviation and the Union, his findings and decision within thirty (30) days following the later of the closing of the hearing or receipt of the post-hearing briefs, unless extended to a later date by mutual agreement of the Division of Aviation and the Union. This decision shall be final and binding on both parties. All expenses of the arbitrator shall be borne equally by both parties. Each side shall pay the cost of presenting its case, however, any Division of Aviation employee called as a witness by either side will continue to receive his regular rate of pay

while attending such hearing, not to exceed the normal eight (8) hours he would have worked.

ARTICLE 6

SECTION 6.1 NO STRIKE: The services performed by the Division of Aviation employees included in this Agreement are essential to the public health, safety and welfare. There shall be no interruption of the work for any cause whatsoever nor shall there be any work slowdown or other interference with the services. Employees may be required to go through picket lines where an emergency requires them to do so as to protect the public health, safety and welfare; but only after proper arrangements have been made so as not to cause the employees to be considered strikebreakers and to properly protect them from any possible bodily harm.

SECTION 6.2 NO LOCKOUT: The Division of Aviation will not engage in a lockout of the employees during the term of this Agreement.

ARTICLE 7

SECTION 7.1 SENIORITY AND BENEFITS FOR PROBATIONARY EMPLOYEES: Newly hired employees shall have no seniority during their probationary period, but upon completion of the probationary period their seniority shall date back to the date of hire.

New employees in classifications included in ARTICLE 1, SECTION 1.4 shall be probationary employees in accordance with ARTICLE 1, SECTION 1.3. Part time and temporary employees shall receive only statutorily mandated fringe benefits. Other employees covered by this Agreement shall receive only statutorily mandated benefits for the first thirty (30) calendar days from their most recent date of hire. Such new employees shall receive health and welfare benefits after completion of thirty (30) days of employment.

SECTION 7.2 DIVISION OF AVIATION SENIORITY: The Division of Aviation seniority shall accrue to regular full time employees of The Division of Aviation and shall be based upon the total length of continuous service with the Division of Aviation, and shall be used for the purpose of determining layoff and preference of vacations and holidays.

SECTION 7.3 CLASSIFICATION SENIORITY: Classification seniority shall be the length of time, computed in years, months and days, from the date an employee began working in a classification and shall be used for preference of placement on the overtime rotating list and shift bid rights. An employee who comes down from a higher classification into a classification in which that employee was previously assigned shall have Division of Aviation seniority for the purposes of preference of placement on the overtime rotating list and shift bid rights.

SECTION 7.4 SENIORITY LISTS - NEW EMPLOYEE LIST: The Division of Aviation will provide both the Division of Aviation and unit seniority lists. These shall be kept up to date and give employees' date of employment and latest certification. These lists shall be posted for all employees to see.

SECTION 7.5 MILITARY SERVICE: The Port Authority shall comply with applicable state and federal laws concerning an employee's service in the United States Armed Forces.

SECTION 7.6 SENIORITY DURING INDUSTRIAL DISABILITY: An employee who is unable to work because of industrial disability arising out of and in the scope of his employment with the Division of Aviation shall accumulate Division of Aviation seniority during this period of sickness or disability not to exceed two (2) years duration, unless this period is extended in writing.

SECTION 7.7 VACANCIES: When a vacancy occurs or a new position is created any employee who meets the qualifications listed for the new position and desires to bid for the position, shall place his name on the bid sheet. The bid sheet shall consist of the classification or position, rate of pay, the opening and closing date of the ten (10) day period and shall also provide space for the employee's signature.

The employee with the most Division of Aviation seniority and ability to perform the duties of the new position shall be given sixty (60) days of break-in time to acquaint himself with the new position. If during this length of time the employee cannot perform the duties that are required of this new position, he shall be returned to his prior position with no loss of Division of Aviation or classification seniority.

If the employee at the end of the sixty (60) days has performed the new duties to the satisfaction of the Division of

Aviation, the new position shall become his permanent position. The parties may mutually agree to extend an employee's probationary period an additional 30 days.

All vacancies or new positions shall be filled in the above manner except where no employee has applied for the open position within the ten (10) day period, then the Division of Aviation shall have the right to employ from the outside.

All positions within the classifications established by ARTICLE 1, SECTION 1.4 shall be filled from within the unit first, including first level supervision.

Any employee who has been aggrieved and bypassed by the above procedure shall have the right to file under the grievance procedure within ten (10) days in Step 2.

If the Division of Aviation decides not to fill a vacancy, it shall notify the Union within thirty (30) working days that such vacancy shall not be filled. If the Division of Aviation subsequently decides to fill the vacancy, the Union will be notified and normal posting procedures will follow.

SECTION 7.8 TEMPORARY EMPLOYEES: The Port Authority may hire temporary employees to supplement the work force in the Maintenance Department. Temporary employees will not permanently perform the work performed by a bargaining unit member.

SECTION 7.9 LAYOFF PROCEDURE: When it is necessary to reduce the work force because of lack of work or lack of funds, or for any other legitimate reason, employees will be laid off in order of seniority within each affected bargaining unit classification, with the least senior employee being the first to be laid off, subject to the employee's ability to perform the work. An employee about to be laid off out of order of seniority, shall be given a three (3) day trial period to determine whether or not the employee has the ability to perform the work. Ability to perform the work shall not include the ability to perform highly specialized skills which are not normally performed in the job. If an employee is retained because of seniority, and is unable to perform such specialized skills, there will be no limitation on subcontracting of those skills. The Union shall have the right to arbitrate the issue of whether the employee given the three (3) day trial period has the ability to perform the work, but such arbitration will not

delay the layoff. For purposes of this Section 7.9, the bumping rights procedure set forth in Section 1.5 shall apply to this section 7.9.

SECTION 7.10 RECALL PROCEDURE: Names of employees with seniority laid off shall be placed on a recall list. The Division of Aviation shall supply the Union with a copy of the recall list and each employee on the recall list shall have the rights in this Section 7.10 for two (2) years from the date of his/her layoff.

The names of employees with seniority who have been laid off shall be put on an appropriate recall list, according to their Division of Aviation seniority. The employee with the most Division of Aviation seniority in the department shall be recalled first when job vacancies are to be filled or when funds and work are available. All laid off employees with seniority shall be given the opportunity to return to work for the Division of Aviation before new employees are hired. Laid off Division of Aviation employees shall be given the opportunity to fill in any position for which a vacancy occurs, after the layoff, before any new employees are hired.

Notices of recall shall be dispatched by certified mail to the employee's address of record on file in the Personnel Office and the employee shall have fourteen (14) calendar days from the date the recall notice is sent to return to work. It is the responsibility of the employee to provide their latest change of address to the Division of Aviation.

SECTION 7.11 UNEMPLOYMENT COMPENSATION: In the event employees in the unit covered by this Agreement are laid off for lack of work or lack of funds, those employees shall be eligible for unemployment compensation benefits according to applicable statutes.

SECTION 7.12 LOSS OF SENIORITY: An employee shall lose both Division of Aviation and his classification seniority for any one of the following reasons:

- A. The employee resigns.
- B. The employee is discharged for just cause.
- C. After recall notice has been sent to the employee and the employee fails to report for work after seven (7) calendar days.
- D. The employee is absent upon his own accord for a period of more than three (3) consecutive work days, and fails to apply for a leave of absence during that time.
- E. The employee fails to return upon the expiration of an approved leave of absence, without just cause.
- F. The employee is laid off for a period of time equal to the employee's seniority at the time of the layoff or two (2) years, whichever is less.
- G. Except for layoff or approved leave, the employee is absent from work for any period greater than the employee's length of service or 1 year, whichever is less (2 years if the reason for the absence is an industrial injury certified by the Industrial Commission).

SECTION 7.13 SENIORITY WHEN ACCEPTING EMPLOYMENT OUTSIDE BARGAINING UNIT. An employee accepting employment with the Port Authority outside the bargaining unit shall lose seniority thirty (30) calendar days after leaving the bargaining unit. If the employee desires to return to his/her bargaining unit position within said thirty (30) calendar day period, he/she may do so without loss of seniority. After the expiration of said thirty (30) calendar day period, any and all rights to return to the bargaining unit shall terminate.

ARTICLE 8

SECTION 8.1 EMPLOYEE DISCIPLINE: No employee shall be suspended or taken out of service of the Division of Aviation without first having been afforded a hearing by the Airport Director or his designee, except where it is necessary to immediately suspend the employee pending a hearing.

When an employee is suspended pending a hearing, the hearing will normally be held within three (3) workdays. The employee will not be suspended with pay if the employee is successfully suspended or discharged for one of the reasons set forth in the following paragraph. If the hearing is delayed beyond the three (3) lost workdays by the employee or the Union, the Division of Aviation will only have the potential responsibility for three (3) lost workdays pay. If the hearing is delayed by the Division of Aviation, then the Division of Aviation will have the potential responsibility for the additional lost workdays' pay. Lost workdays means normal scheduled hours.

An employee may be suspended pending a hearing where the charges are theft, embezzlement of funds, being under the influence of, or the use of alcoholic beverages or abusive drugs during working hours, physical violence, immoral conduct, gross insubordination, engaging in misconduct which endangers life or property, or accepting employment (for wages or other forms of compensation) with other employers while on the approved leave of absence. However, where an employee is suspended under this provision, the President of the Union or his designee shall be notified of the suspension immediately and a hearing before the Airport Director or his designee shall be held prior to the end of the next regularly scheduled work day at a time mutually agreed upon.

SECTION 8.2 PROCEDURE: When an employee is to be suspended or discharged, the Airport Director or his designee shall have the charges against the employee reduced to writing, within five (5) working days of knowledge of violation, with two (2) copies to be served on the employee and a copy to be delivered to the Union. The hearing will be held on a date and time no more than three (3) working days after the charges have been served on the employee. In the event the hearing cannot be held because of the absence of the employee for any reason then it shall be held within three (3) working days after the return of the employee.

The employee may, at his discretion, be represented at such hearing by the Union. The Union shall have the right to attend any such hearing held where an employee covered by this Agreement is involved.

The Airport Director or his designee shall hear the evidence in support of the charges and the evidence in defense of the charges and shall endeavor to ascertain the truth of the

charges. He shall review the matter and render a fair and just decision based on the evidence submitted at the hearing and a notice of this decision shall be sent to the Union and to the employee.

Any action taken against the employee shall be subject to appeal in Step Three of the grievance procedure provided herein. Such appeal must be filed in writing within five (5) working days of his decision with the Airport Director or person designated to act on behalf of Airport Director.

SECTION 8.3 PROGRESSIVE DISCIPLINARY ACTION:

A. For the commission of an offense (other than an intolerable offense for which discharge is appropriate upon the first instance thereof), the following progressive disciplinary procedure will be used:

1. FIRST WARNING -VERBAL WARNING
2. SECOND WARNING - WRITTEN WARNING
3. THIRD WARNING - WRITTEN WARNING PLUS ONE (1) TO FIVE (5) DAY SUSPENSION WITHOUT PAY
4. FOURTH WARNING - DISCHARGE

B. A written warning will be taken out of the employee's personnel file if the employee corrects his or her situation for a period of twelve (12) consecutive months after the offense, and receives no other written warnings during that period. Once stricken from the employee's file, this cannot be used against that person in future disciplinary action.

C. Warnings for different violations of the Division of Aviation rules will be cumulative.

D. Verbal warnings shall be recorded in a separate verbal warning file.

E. The parties recognize that work rules may not cover every situation. The circumstances involved in a work rule may affect the seriousness of the discipline and steps in the progressive disciplinary procedure may be omitted for the offenses set forth in paragraph 3 of SECTION 8.1.

SECTION 8.4 DISCIPLINE OTHER THAN SUSPENSION: Any discipline, other than suspension, shall be subject to appeal in Step One of the grievance procedure.

SECTION 8.5 VERBAL REPRIMANDS: When it becomes necessary for a supervisor to reprimand an employee verbally, it shall to the extent practicable, be done in private in a manner which will not cause embarrassment to the employee. In the event the proper procedure is not followed as set forth herein, then charges shall be filed against the supervisor.

SECTION 8.6 WORKING DAYS AND TIME LIMITS: Working days as used in ARTICLES 5 and 8 shall not include Saturday, Sunday or holidays whether or not work is scheduled hereon. Time limits in ARTICLES 5 and 8 may be extended by mutual agreement.

SECTION 8.7 DRUG AND ALCOHOL POLICY AND TESTING PROCEDURES: The Drug and Alcohol Policy and Testing Procedures dated September 5, 2006 are fully incorporated into this Agreement.

ARTICLE 9

SECTION 9.1 FAMILY AND MEDICAL LEAVES: The Port Authority will comply with the provisions of the Family and Medical Leave Act of 1993 ("FMLA"). Bargaining unit members are entitled to twelve (12) weeks of unpaid FMLA leave per rolling twelve (12) month period (measured backward from the date the leave commences). Bargaining unit members will receive FMLA in accordance with the Port Authority's FMLA policy, including the requirement that employees exhaust all paid leave, if applicable, prior to using unpaid leave. There will be no break in seniority for bargaining unit members during the course of FMLA leave. A copy of the Port Authority's FMLA policy will be provided to the employee upon hire and as the policy is updated.

SECTION 9.2 EXTENDED MEDICAL LEAVES OF ABSENCE: An employee who has exhausted his/her eligibility for Family and Medical Leaves under SECTION 9.1 may be granted a leave of absence of not less than five (5) calendar days. Where the employee must be off work due to a workers' compensation injury, the leave will be for the length of time the Commission allows the employee to be off work. Where the employee must be off work due to a non-work related illness or injury, the leave will continue while the employee is entitled to sick pay and may then be extended for thirty (30) day periods, not to exceed a total of 365 days in extension periods. Said leave must be due to an employee's serious health condition, including pregnancy. Time off on leaves under this Section will count towards the twelve (12) weeks leave accorded by law and referred to under SECTION 9.1.

Time off on leaves under SECTION 9.1 will count toward the time accorded for leaves under this Section. Documentation, examinations and notice requirements for leaves under SECTION 9.1, will be the same for leaves under SECTION 9.2. Sick and vacation pay will be accumulated while an employee is off on a leave under SECTION 9.1 or SECTION 9.2 AND receiving sick pay, vacation pay or injury pay under SECTION 12.5 of this Agreement.

SECTION 9.3 PERSONAL LEAVES: A personal leave of absence without pay may be granted at the discretion of the Airport Director for up to thirty (30) calendar days. Employees on leaves of absence under this Agreement, except for military leaves, will not be allowed to be employed elsewhere or to be self-employed. An employee who falsely obtains a leave or an extension of a leave under this agreement will be allowed to resign without termination benefits.

SECTION 9.4 LEAVES WITHOUT PAY: Any leave of absence granted under any Article of this Agreement shall be without pay unless such Article specifically states the leave is with pay.

SECTION 9.5 PAID TIME OFF: Any paid time off, including, but not limited to, vacation, personal, bonus, compensatory time, earned holidays and sick time, granted under any Article of this agreement shall be taken in no less than $\frac{1}{4}$ day (2 hour) increments.

ARTICLE 10

SECTION 10.1 WORK SCHEDULES: Except for emergency situations, or changed vacation schedules, as provided in ARTICLE 13, SECTION 13.1, work schedules shall not be changed except by mutual agreement between the Division of Aviation and the Union. This provision shall not be construed to prevent the Division of Aviation from assigning work from one shift to another. Changes in work schedules shall be subject to the grievance procedure.

SECTION 10.2 STARTING TIME: The starting time shall be determined on an operational basis and the employees shall be made aware of the established starting time for their shift. The established starting time shall be strictly enforced with a six (6) minute grace period. All dockage of time shall be after the grace period in increments of tenths (.10) of an hour.

SECTION 10.3 WORK DAY: The work day shall be the employee's regularly scheduled eight (8) hours of work with a fixed

starting and quitting time and shall consist of eight (8) consecutive hours except as broken for rest breaks and lunch period.

SECTION 10.4 WORK YEAR: The work year shall mean two thousand eighty (2,080) work hours in a calendar year measured from the date of this Agreement or any anniversary date thereof.

SECTION 10.5 QUITTING TIME: The established quitting time for each operational unit shall be strictly enforced. The employee shall be granted a reasonable length of time to clean tools, equipment, work area, for his own personal hygiene and to change clothes.

SECTION 10.6 HOURS OF WORK: The normal three shifts shall be as follows:

- (a) The day shift commencing at 0800.
- (b) The afternoon shift commencing at 1600
- (c) The night shift commencing at 2400

SECTION 10.7 PAY PERIOD: Pay period shall start on a Friday and end fourteen (14) days later at the completion of Thursday.

SECTION 10.8 DAYS OFF: All Maintenance Department employees shall have two (2) consecutive days off within any seven (7) day period. The first day off shall be considered as a Saturday overtime day and begins at midnight (0001), immediately following completion of their shift. The second day off shall be considered as a Sunday overtime day and begins at midnight (0001) 24 hours later than the beginning of the first day off. This schedule is set forth below.

	Time Before First Day Off	Time After Day Off	First Day Off (Time and One Half Rate)	Second Day Off (Double Time Rate)	(Time and One-Half Rate)
Regular Shift	Time & One- Half Rate)				
0800-1600	1600-2400		0001-2400	0001-2400	0001-0800
1600-2400	-----		0001-2400	0001-2400	0001-1600
2400-0800	0800-2400		0001-2400	0001-2400	-----

SECTION 10.9 REST BREAKS AND LUNCH HOURS:

- A. There shall be a fifteen (15) minute rest break in each four (4) hours of work. There shall be a rest break after ten (10) hours of work and each two (2) hours thereafter.
- B. All employees shall receive a one-half (1/2) hour paid lunch period.

SECTION 10.10 DAILY OVERTIME: All work in excess of the regularly scheduled eight (8) hour work day shall be compensated at the time and one-half (1 1/2) rate as otherwise provided. All work in excess of the regularly scheduled forty (40) hour work week shall be overtime and shall be compensated at the appropriate rate. There shall be no pyramiding of overtime or premium pay.

If overtime is contiguous with the beginning of a regularly scheduled shift the employee shall be guaranteed two (2) hours pay at the appropriate overtime rate.

In the event an employee is called back to work, then four (4) hours pay at the appropriate overtime rate shall be guaranteed.

SECTION 10.11 MAXIMUM WORK DAY: Employees shall not be required to work in excess of sixteen (16) hours in any twenty-four (24) consecutive hour period.

SECTION 10.12 SATURDAY OVERTIME: As defined in SECTION 10.8, Days Off, Saturday overtime work shall be compensated at the rate of time and one-half (1 1/2) times the regular rate with a minimum of four (4) hours pay at that rate guaranteed.

SECTION 10.13 SUNDAY OVERTIME: As defined in Section 10.8 Days Off, Sunday Overtime work shall be compensated at the rate of double (2) times the regular rate with a minimum of four (4) hours pay at that rate guaranteed.

SECTION 10.14 HOLIDAY OVERTIME: Holiday overtime shall be computed in accordance with SECTION 14.3.

SECTION 10.15 OVERTIME: Overtime assignments (daily, call-in, and weekend) shall be made from the seniority overtime rotating list. Overtime assignments within a classification will be made only to non-probationary employees within the same

classification who possess the present ability to do the required work. Employees will be contacted by order of seniority. For other than daily overtime situations in which the employee is already at work, the Port Authority shall contact the employee first by phone. All employees will have the option to wear pagers during non work hours in the winter season. The Port Authority will supply the pager.

So long as the Port Authority has attempted the necessary calls/pages set forth in the above paragraph, nothing in this contract shall prevent supervision and/or outside contractors from performing bargaining unit work in overtime situations. Supervision and outside contractors may also be utilized to perform bargaining unit work during overtime situations in order to supplement the number of employees who are available for overtime.

It is the responsibility of the employee to inform their supervisor of any change to their availability to work overtime. In the event an employee does not respond to any of the contact procedures listed above, they could be subject to discipline.

OVERTIME ROTATING LIST: Whenever it is necessary to work overtime, such overtime shall be distributed as evenly as practicable among employees who have completed their original probationary period. The seniority rotation overtime lists shall be established by seniority. It shall also show the original hiring date. All overtime hours worked shall become part of the seniority rotating overtime list of all employees. When an employee is requested to work and refuses such overtime assignment, he shall be charged with such overtime. The Overtime Rotation list shall be and remain posted. Employees on an approved leave of absence for more than fifteen (15) calendar days shall be charged with the average number of overtime hours charged during such time to employees on his list.

NEW CLASSIFICATION PROBATION OVERTIME: An employee that is transferred or promoted into a different classification shall be entitled to work overtime while he is a probationary employee in his new position long enough to be familiar enough with the position that he has acquired the ability to perform the duties of the operations that are required to work the overtime. The employee who has transferred or promoted shall be charged with the highest amount of hours and shall be so placed on the overtime rotating list.

IMPERATIVE OVERTIME SITUATIONS: Employees may refuse overtime, however, in an emergency where it is imperative that overtime be worked, then a sufficient number of employees on the overtime list shall be required to work the required overtime. When it is necessary to require employees to work overtime and the employee with higher seniority refuses such overtime, then the employees with the least seniority shall be scheduled to work. Any employee who refuses overtime when offered shall have the hours charged to him on the overtime rotating list in red.

RANGE OF ROTATING OVERTIME: It is the intent of this Agreement that the overtime premium hours will be kept within sixteen (16) hours on each overtime list, as much as possible. The Maintenance Department Group Workers and custodians shall be on a separate rotating overtime list from other Maintenance Department employees.

OVERTIME ASSIGNMENTS: Maintenance Department overtime assignments shall not be made by employees covered by this Agreement except by mutual agreement. Maintenance employees not called for overtime when entitled shall be compensated at the appropriate rate.

SECTION 10.16 SPECIAL EVENTS: The performance of work for special events (such as air shows, disaster drills and political campaign events) shall be considered as straight time hours worked if normally scheduled or at the appropriate overtime rate if overtime hours are involved. The Division of Aviation shall determine the number of employees in each classification necessary for such work. An employee required to work for a special event will be eligible to receive any applicable guarantee of work.

SECTION 10.17 PROBATIONARY EMPLOYEES OVERTIME: New employees shall not be entitled to work overtime until the completion of their probationary period, unless all permanent employees who desire to work overtime are working.

SECTION 10.18 TRAVEL TIME: Travel time to and from work shall not be considered as hours worked for purposes of this Agreement except only that employees required to report immediately for emergency snow removal operations shall be paid, at the appropriate overtime rate, for the period of time between the notification call and the actual time they report to work; however, such period of time shall not exceed one hour unless extenuating circumstances prevail; and furthermore, no travel

time shall be considered as a part of the 16 hour maximum provision as set forth in SECTION 10.11 of this Agreement.

SECTION 10.19 REPLACEMENT OF EMPLOYEES: The Division of Aviation maintains the right to replace bargaining unit employees with bargaining unit employees, or not to replace bargaining unit employees at all. This procedure shall apply to all replacement of personnel situations involving compensated or unpaid time off.

SECTION 10.20 COMPENSATORY TIME: When an employee works overtime or on a holiday, the employee may either be paid for the overtime or holiday worked or earn compensatory time provided the employee notifies the Director of Port Authority Operations and Facilities Maintenance or the Manager of Operations and Maintenance in writing of the employee's desire at the time the overtime or holiday is worked. Compensatory time may be accumulated up to a maximum of fifty six (56) hours per calendar year and shall be scheduled off within one (1) year after earning such compensatory time.

An employee may request compensatory time off, provided it does not result in the payment of overtime or present a scheduling conflict or interfere with the orderly operation of the department. All requests shall be submitted in writing, with ten (10) days' advance notice if possible, to the Director of Port Authority Operations and Facilities Maintenance or the Manager of Operations and Maintenance who shall either approve or disapprove the request and, if approved, will make the appropriate change to the work schedule.

ARTICLE 11

SECTION 11.1 INJURY AT WORK: Any employee who may be injured during the course of a work day shall be paid for the remainder of the shift for that day, if such injury requires the employee to leave and remain off the job. If such injury on the job prevents the employee from returning to work he shall receive injury pay in full for the missed days of work and placed on the Injury Leave status as provided in ARTICLE 12, SECTION 12.5.

SECTION 11.2 PROVISION FOR SAFETY AND HEALTH: The Division of Aviation shall continue to make provisions for the safety, health and welfare of its employees. Protective devices as required by law to properly protect employees from injury shall be provided by the Division of Aviation.

The Division of Aviation agrees to provide a first aid kit in all work areas and in moving equipment. Employees shall not be required to operate or use known unsafe tools or equipment. Employees shall be required to use safety equipment provided for them. Employees who fail to use said safety equipment or violate any safety rule may be subject to the disciplinary procedure.

Employees agree to report any condition or situation that appears to be unsafe and to immediately report all workplace injuries and log and fill out an incident report for all workplace injuries by the end of the shift in which the injury occurs.

SECTION 11.3 SUPERVISORY EMPLOYEES AND GROUP LEADERS: Supervisory Employees excluded from this Agreement shall not perform work covered by the listed classifications assigned to regular employees covered by this Agreement except in emergency situations where bargaining unit employees are not available.

Maintenance Group Leaders shall act as working Supervisors. The salary group shall be determined in accordance with the classifications set forth in ARTICLE 1, SECTION 1.4.

SECTION 11.4 BULLETIN BOARDS: The Division of Aviation agrees to furnish a Maintenance Unit Bulletin Board. The Union shall have the right to post Union notices or notices of social gatherings on the bulletin boards.

No article shall be removed from the Union bulletin board except by the Union. Bulletin board placement shall be determined by the Division of Aviation after consultation with the Union.

SECTION 11.5 TRAINING AND SERVICE: The Division of Aviation recognizes that it is difficult to select persons who are fully competent when appointed to perform all duties of the position to which they may be appointed. Therefore, the employee shall be given all help possible to qualify during his probationary period.

The Division of Aviation hereby declares it to be an important and inherent policy of this Agreement that the operation and maintenance of airports require the development of a flexible workforce composed of well trained personnel, each capable of performing many different jobs. Pursuant to that policy certain conditions of employment which tend to restrict

flexibility, are intentionally omitted from this Agreement with knowledge of the Union and with its recognition of the importance of the policy stated herein. In consideration therefore, the Division of Aviation agrees to participate in and/or conduct training programs designed to improve personnel and technical skills of airport employees. Periodic reviews of these programs will be made by the Division of Aviation and the Union jointly.

SECTION 11.6 TUITION REIMBURSEMENT: The Division of Aviation, at its sole discretion, may approve job related courses for which the Division of Aviation will reimburse tuition only actually paid by the Employee provided approval has been obtained by the employee before beginning the courses. To be eligible for tuition reimbursement, an employee must have completed at least one full year of service, measured from the employee's anniversary date, with the Port Authority. Eligibility is also based upon the availability of sufficient funds. If an employee receives tuition reimbursement, grants and/or scholarships from any other source(s), the Division of Aviation will only reimburse for tuition actually paid by the employee in excess of the amounts covered by the other available source(s).

Only courses that are offered by pre-approved institutions of learning will be eligible for reimbursement. Employees must apply for tuition reimbursement by submitting a written request to the Director of Airports. In addition to evidence of the tuition cost paid by the employee, this request should include a course title/course description, course syllabus (if one exists) and a certified transcript showing the course grade received. Employees who are terminated by reason of layoff during enrollment will be reimbursed for the amount of tuition incurred up to the date of termination. Employees will not be reimbursed for tuition associated with a course if those employees voluntarily leave the Port Authority or are terminated for cause. Employees seeking reimbursement for educational expenses must agree in writing to repay the Port Authority in full if they leave the Port Authority voluntarily or are terminated for cause within one year from the date of reimbursement. It is expected that educational activities will not interfere with the employee's work.

The Division of Aviation at its sole discretion, but after consultation with the Union, may designate certain courses, the completion of which will carry a fifteen cent (15 cent) per hour

premium and tuition reimbursement. A maximum of two (2) fifteen cent (15 cent) per hour premiums will be paid so long as the employee remains certified and/or qualified in any designated courses taken after August 1, 1983 and the Division of Aviation can assign the employee as needed to work related to such course or courses.

The Airport Director shall have sole discretion to determine what training may also qualify for the premiums mentioned above in paragraph 2 and how many employees can qualify for the fifteen (15) cent premiums.

SECTION 11.7 WORKING BELOW OR ABOVE CLASSIFICATION: Employees temporarily required to work below their classifications or pay rate shall receive their required rate of Pay. Employees temporarily required to work above their classification or pay rate shall receive the higher rate of pay for said higher classification.

SECTION 11.8 RESIGNATION: Any employee who wishes to leave the Division of Aviation service in good standing shall sign a written resignation with the Airport Director or person designated to act on behalf of Airport Director at least two (2) weeks in advance of the date he wishes his resignation to be effective.

Failure to comply with this requirement could result in denial of re-employment by the Division of Aviation.

SECTION 11.9 OTHER EMPLOYMENT COMPATIBILITY: Employees must immediately notify the Division of Aviation management of all outside employment. Failure to notify may be grounds for disciplinary action. The Division of Aviation employees may accept outside employment so long as it is not adverse to or in conflict with Division of Aviation employment. In the event said employee shall be injured while engaged in outside employment, he will not be entitled to any sick leave benefits which have been accumulated by virtue of his employment by the Division of Aviation.

SECTION 11.10 CHANGE OF NAME AND/OR ADDRESS: Employees shall report changes of name and/or address, on appropriate forms to their supervisors. Such changes shall be reported within fifteen (15) calendar days of occurrence and forwarded to the Airport Director or person designated to act on behalf of Airport Director who shall correct the employees' records and

file such change in the employees' personal history file. The Union shall receive a copy of such notification for all employees in the unit.

SECTION 11.11 ANNUAL PERFORMANCE EVALUATION: Annual performance evaluations will be conducted on each employee. Said evaluation shall be among the factors comprising the employee's work record.

SECTION 11.12 LIMITATION ON EMPLOYEES OFF WORK: One (1) person may be off on paid compensation leave per shift. Additional persons may receive time off if staffing levels permit.

SECTION 11.13 INSURABILITY OF VEHICLE OPERATORS: When a core job duty requires operation of a motor vehicle and an employee becomes either uninsurable or the cost of insurance goes up because of the employee the following will occur:

A. The Division of Aviation will accommodate not more than one (1) employee at a time in the bargaining unit if it is reasonably possible to do so by assigning the employee job duties which would not require the employee to be insurable for operation of a motor vehicle.

B. If the employee cannot be accommodated as described in paragraph "A", the employee may choose to pay the difference in the extra cost of the insurance premium or to obtain comparable insurance coverage for himself and the Division of Aviation with a reputable company. If there is a normal cost to the Division of Aviation of adding a normally rated employee to its insurance, it will be applied toward the cost of comparable coverage.

C. Where the employee cannot be reasonably accommodated under paragraph "A" or where there is more than one (1) employee who is uninsurable or where the cost of his/her insurance goes up and the employee does not or cannot either pay the difference in insurance cost or obtain comparable coverage as described in paragraph "B", the employee will be laid off for the duration of his/her inability to be insured. Where more than one employee has an insurability problem as contemplated in this section, only the most senior employee will be accommodated where it is reasonably possible to do so.

ARTICLE 12

SECTION 12.1 SICK PAY - ACCUMULATION: Regular employees of the Division of Aviation shall be credited with sick pay in accordance with the following formula: One and one-quarter (1 1/4) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year, and shall be accumulated to an unlimited total. Employees will be credited with up to 40 hours of sick leave (sick pay) accumulated, but unpaid, while in service with other public agencies. A month of service shall be defined as a month in which an employee has been on layoff and/or leave of absence unpaid for directly by the Port Authority, for fewer than one-half the work days.

SECTION 12.2 SICK PAY USAGE: Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled work day because of illness, injury or exposure to contagious disease suffered by the employee not in the course of his employment, or illness in the employee's immediate family that necessitates the employee's absence from work or would result in serious hardship to the employee's family. Sick pay may be used for an employee's own medical leave or medical leave for a spouse or child under SECTION 9.1 (Family and Medical Leaves) and for leaves under SECTION 9.2 (Extended Medical Leaves of Absence) in accordance with this section; but not for workers' compensation leaves which are covered under SECTION 12.5 (Injury Pay) of this Agreement. Sick pay may be used if necessary for a funeral day for a member of the family that is covered under the one day provision of the funeral leave. SECTION 13.3, ARTICLE 13. Attendance to the immediate family member at a hospital while undergoing serious medical attention shall be included under this provision. No eligibility for sick pay shall result from illness or injury incurred as a result of outside employment or as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of abusive drugs, or alcoholic beverages, or other similar cause. For the purpose of this section, immediate family shall include only the employee's father, mother, sister, brother, spouse, or child, or any situation of close relation as determined by the Division of Aviation. The individual's family illness use of sick pay shall not exceed 3 days, except that sick pay may be used up to 30 days where a doctor certifies it is medically necessary for the employee to be off work to care for the family member. Where possible, Doctor's appointments should be scheduled on days when an employee is scheduled off, before/after regular work hours, or as close to the beginning or

end of the regular work hours as practicable. Employees should make every effort to schedule appointments so as not to miss an entire shift.

SECTION 12.3 REPORTING PROOF OF ILLNESS: The employee, while absent on sick pay, must notify his/her supervisor under agreed practice or as required by applicable provisions of this Agreement. When claiming sick pay an employee must remain at home caring for his illness unless he/she is away receiving medical attention such as in a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. An employee who is recuperating from surgery or some other major medical condition who is advised by his physician that a change of location would hasten his recovery, may do so, upon written notification by the physician to the Division of Aviation and with the approval of the Division of Aviation. The employee then shall be allowed, under these conditions, to continue to receive sick pay benefits.

When the use of sick pay extends beyond three (3) consecutive work days, the employee shall furnish upon returning to work a "Statement of Attending Physician" on the form provided by the Division of Aviation, substantiating the facts concerning the employee's condition.

When an employee utilizes sick pay for illness in the employee's immediate family more than three (3) undocumented occurrences in a calendar year, a "Statement of Attending Physician" shall be submitted substantiating the family member's illness and the employee's need to assist the family member.

Any absence from duty as a result of a claimed illness or injury may be investigated during the employee's normal working hours by an authorized Division of Aviation representative.

Any employee found guilty of abusing sick pay benefit provisions hereto set forth or whose reasons for absence are falsified shall be subject to appropriate disciplinary action.

SECTION 12.4 LEAVE DONATION: In the event of extended illness or injury of an employee or qualified family member where all paid leave has been exhausted, the Port Authority President will consider leave donation on a case-by-case basis. Donated leave may consist of vacation time, personal time, bonus time or earned holidays, except that in the case of a catastrophic illness or injury, sick time, up to a maximum of eight (8) days,

will be considered. Employees, union or non-union, requesting to donate leave must have a minimum of twelve (12) weeks accrued paid leave remaining for their own use after the donation. Donated leave will be converted to sick pay. In addition, donated leave will be paid at the rate of the donating employee, except that at no time will the receiving employee be paid at a rate greater than their current rate of pay. Accrued leave must be used before donated leave.

When an employee has an extended illness and has no sick pay left and extended sick pay has not been granted, then the employee will be on leave without pay as provided in SECTIONS 9.1, 9.2 OR 9.3 of ARTICLE 9.

SECTION 12.5 INJURY PAY: When an employee is injured on the job, he shall receive the first ninety (90) days full salary with the amount from workers' weekly compensation returned to the Division of Aviation. If after two (2) years the employee's injury or disability is such that he cannot return to employment, then he may be terminated.

In the event the Bureau of Workers' Compensation should deny any claim as not being sustained in the course of and arising out of employment or related to an old injury, disability pay charged to injury days will be charged to sick days.

Holidays which occur during approved injury disability periods shall be considered as ordinary calendar days. Holidays which occur during injury days which are subsequently disallowed shall in no event be charged against the employee's sick day accumulation.

SECTION 12.6 HEALTH INSURANCE: Health Insurance coverage shall include hospitalization, medical, surgical, major medical, dental and outpatient diagnostic laboratory services and a prescription drug purchase plan. Coverage shall be for the employee and his/her dependents according to eligibility rules of the applicable plan.

The Port Authority will provide group health insurance benefits to the bargaining unit employees in the same manner as Port Authority non-bargaining unit employees. The Port Authority retains the right to change carriers, self-insure, institute cost containment programs, or modify its insurance program so long as the Port Authority provides at least thirty

(30) days prior notice to the Union. In the event of a change in health insurance, the Port Authority agrees to seek and provide substantially similar benefit levels from health insurance carriers.

The Division of Aviation will contribute \$6.75 per month for each eligible employee to the AFSCME optical plan. The \$6.75 rate will remain in effect for the term of this Agreement.

SECTION 12.7 HEALTH BENEFIT CONTINUATION: An employee being paid sick pay or injury pay under SECTION 12.5, or as otherwise specified in this Agreement shall have hospitalization, dental insurance, and death benefits continued in force under the same conditions as it would have been continued had the employee been working, including any employee contributions so long as the employee continues to meet the eligibility requirements of the health insurance provider.

SECTION 12.8 PUBLIC EMPLOYEES RETIREMENT SYSTEM OF OHIO: The Port Authority will continue to participate in the Public Employees Retirement System of Ohio as provided in the Ohio Revised Code.

The Port Authority shall designate each employee's mandatory contributions to the Public Employees Retirement System of Ohio as "picked up" by the Port Authority as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Port Authority as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amounts of the employee's mandatory Public Employees Retirement System of Ohio contributions which has been "picked up" by the Port Authority, and that the amount designated as "picked up" by the Port Authority shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Port Authority's total contribution to the Public Employees Retirement System of Ohio increased thereby.

SECTION 12.9 TERMINATION AND DEATH BENEFITS: The Division of Aviation, upon death or termination of any employee other than for disciplinary reasons, shall provide the following termination settlement to the employee:

- a) All earned vacation pay
- b) All earned holiday pay
- c) Termination benefits based upon the following schedule:

Years of Service Benefit

1-3 full years total service	5 working days pay
4-6 full years total service	10 working days pay
7-10 full years total service	15 working days pay
11-15 full year total service	20 working days pay
Over 15 full years total service	30 working days pay

For all employees, sick pay up to a total of one hundred twenty (120) days if accumulated, shall be paid in the event of a death directly resulting from injuries sustained while employed by the Division of Aviation and arising out of and in the course of that employment.

In addition for all employees, hired prior to August 1, 1983, the Division of Aviation shall pay for one-half (up to a maximum of 100 days) of accumulated sick days up to a total of two hundred (200) days in the event that an employee retires from the service of the Port Authority and begins drawing PERS retirement, or while in the service of the Division of Aviation dies from a cause not directly related to the Division of Aviation employment.

SECTION 12.10 BONUS DAYS: Based upon the number of sick days taken in each preceding calendar year, Bonus Days shall be credited to an employee on January 1st of each year as follows:

Number of Sick Days Taken	Bonus Days Credited
0	5
1	4
2	3
3	2
4	1

SECTION 12.11 STATUS SHEETS: Status sheets showing sick leave, bonus days, vacations and holidays shall be provided to the employee by the end of the following month.

ARTICLE 13

SECTION 13.1 VACATIONS: All regular employees of the Division of Aviation covered by this Agreement shall accrue annual vacation with pay in accordance with the following schedule:

AMOUNT OF SERVICE FROM DATE OF EMPLOYMENT	VACATION ACCRUAL
Less than seven (7) full years of service	.8333 days per month (10 days)
After seven (7) full years of service	1.25 days per month(15 days)
After thirteen (13) full years of service	1.6667 days per month (20 days)
After twenty-three (23) full years of service	2.0833 days per month (25 days)

Employees should schedule their vacation in five-day blocks, except that a maximum of ten (10) days per year may be used as needed, but shall be taken in increments no less than outlined in Section 9.5. In calculating the amount of service time for an employee for the purpose of determining vacation time earned, a month of service in which an employee has more than one-half the work days on layoff and/or leave of absence unpaid for directly by the Port Authority will not be counted.

The employer will grant credit for verifiable time spent on active duty in the U.S. Military toward vacation time off provided the employee was honorably discharged from active duty.

An employee is eligible to take vacation only after it is accrued. An employee should have no more than two year's accrual on his anniversary date. In the event an employee is not allowed to schedule his vacation in the year in which it should have been taken, he may request that such unused vacation be carried over to the following year. Such request must be submitted to the Airport Director or person designated to act on behalf of Airport Director 30 days prior to the employee's anniversary date. All such carry-over vacation must be taken no later than the employee's anniversary date of the following year. In the

event carry-over vacation remains unused because an employee is not allowed to schedule such carry-over vacation, then such carry-over vacation will be converted to sick time.

By April 1 of each year employees shall schedule their vacation for the following 12 month period, in accordance with the established procedures determined by the Division of Aviation. Changes from the vacation schedule so established should be mutually agreed between the Division of Aviation and the Union. Requests for use of single days, not requested by April 1, will require ten (10) days notice.

An employee shall not be allowed to be paid cash in lieu of receiving vacation unless the Division of Aviation for some valid reason has not allowed the employee to take the vacation time to which he is entitled by the employee's anniversary date of the year following the year in which it should have been taken. In that event, the employee shall be paid for such unused vacation days.

SECTION 13.2 PAID HOLIDAYS: All regular Division of Aviation employees covered by this Agreement who have completed their probationary period shall be entitled to the Division of Aviation recognized paid holidays as set forth below:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day (Last Monday in May)	Day Before Christmas
Fourth of July	Christmas Day

In the case of employees assigned Monday through Friday, if any of the above holidays falls on Saturday, the Division of Aviation shall celebrate the holiday on Friday; and in the event the holiday should fall on Sunday, the Division of Aviation shall celebrate the holiday on Monday. In the case of employees assigned shifts other than Monday through Friday, such employees shall celebrate Saturday or Sunday holidays on the day they occur during the weekend. No employee will celebrate the same holiday twice in one year. To be entitled to receive pay for the holidays the employee shall have worked or be on a compensated day off on the day before and the day after the holiday. The above holidays shall be the only holidays recognized by PADA regardless of the establishment of recognition of any additional holidays by the Federal or State Government.

Employees shall also have seven (7) paid personal days per calendar year which shall be scheduled with not less than five (5) day's notice and at a time or times when the absence can be covered by other employees at the straight time rate. The Port Authority reserves the right to waive the five (5) day notice requirement if the employee can demonstrate that emergency circumstances prevented the employee from providing the requested notice. Pay for each personal day shall be eight (8) hours of pay at the employee's applicable straight time rate.

During the first calendar year of employment, an employee is eligible to take personal days based on the month of hire, as outlined below. Personal days are to be used in the year in which they are given, however, if an employee leaves the Port Authority before the end of the year, any days an employee has used that are not eligible for use as outlined below, will be deducted from unused vacation or other paid leave.

	ELIGIBLE DAYS DURING FIRST CALENDAR YEAR	ELIGIBLE DAYS UPON TERMINATION
Jan. - Feb.	7	2
Mar. - Apr.	6	3
May - June	5	4
July - Aug.	4	5
Sept. - Oct.	3	6
Nov. - Dec.	2	7

SECTION 13.3 FUNERAL LEAVE: A regular full-time employee shall be granted three (3) days funeral pay-to arrange for and/or attend the funeral of a member of the employee's immediate family. For the purpose of this section, an employee's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grandmother, grandfather and in a situation of close relationship determined by the Division of Aviation.

In the event such period of mourning falls on Saturday, Sunday or a recognized holiday, then the employee shall be allowed the first scheduled work day thereafter.

An employee may take on (1) or two (2) of the days to attend the funeral and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within one (1) week after the date of burial.

One (1) day of funeral pay shall be granted to attend the funeral of the employee's foster mother, foster father, stepmother, stepfather, sisters-in-law, brothers-in-law, aunts and uncles. Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted one (1) day of funeral pay, three (3) days funeral pay will be granted upon the furnishing of a letter of explanation to the Airport Director or person designated to act on behalf of Airport Director setting forth the facts as to the special relationship.

If additional time is needed to attend or to make funeral arrangements for members of the immediate family it should be taken as-provided by the personal family illness clause of the sick leave provision. Up to two (2) days utilized for such purposes shall not be counted against eligibility for bonus days.

If additional time is needed to attend or to make funeral arrangements for all members of the family not covered under the three (3) day provision, it should be taken as provided in the personal family illness clause of the sick leave provision; however, such days shall be counted against eligibility for bonus days.

SECTION 13.4 JURY DUTY: When a shift employee is called for jury duty on a day when that employee is expected to work, that person shall be paid for that day as a day worked. The individual concerned does not have to work on the day that he/she is called and serves on a jury. The employee shall remit to the Airport Director or person designated to act on behalf of Airport Director whatever sum is paid to the employee as compensation by the court for this service as a juror.

In order for an employee to receive pay under this Section, he must secure a certificate from the Clerk of Courts in which he served evidencing the fact of his having been required to serve.

SECTION 13.5 COURT APPEARANCES: Any regular employee of the Division of Aviation who is subpoenaed or directed by the Division of Aviation to appear in any court of record to testify concerning a job related incident shall be paid his regular rate of pay during such period. Any witness fee tendered the employee must be paid to the Division of Aviation.

SECTION 13.6 MILITARY PAY: A regular employee of the Division of Aviation who is a member of the reserve military services shall be paid his regular rate of pay based upon his regular straight time work week (no overtime) during the time that he is on leave of absence by reason of performing service in the uniformed services for up to one hundred seventy-six (176) hours in any calendar year. Employees shall provide the Port Authority with a copy of military orders at least one week prior to such leave. This section is intended to comply with Ohio Revised Code Section 5923.05.

SECTION 13.7 LIFE INSURANCE: Group life insurance for full-time regular Division of Aviation employees shall be the greater of \$30,000 or the employee's annual base wages up to \$50,000. Selection of carriers to be at the discretion of the Division of Aviation.

ARTICLE 14

SECTION 14.1 BASE WAGE RATES: To the extent applicable, base wage rates shall be determined by reference to Letter of Understanding No. 3, which is attached hereto, made a part hereof, and specifically incorporated herein by reference as if fully written herein.

Letter of Understanding No. 3 represents the base rates for employees within the salary groups set forth in ARTICLE 1, SECTION 1.4 who were employed on January 1, 2013. For employees hired after January 1, 2013, such new hires will receive a base rate that is based upon data that is on file with the Division of Aviation that identifies the wage rate paid for comparable positions in Northwest Ohio as long as it is not higher than employees hired prior to January 1, 2013.

Effective January 1, 2014 and January 1, 2015, increases to base wage rates, if any, will be based upon the following factors: (1) the Division of Aviation's evaluation of such employee's work performance during the applicable calendar year, and (2) the Port Authority's financial performance for such year.

In lieu of a base wage rate increase, the Division of Aviation may provide a lump sum bonus based upon the following factors: (1) the Division of Aviation's evaluation of such employee's work performance during the applicable calendar year, and (2) the Port Authority's financial performance for such

Aviation either locally or out of town, he shall be reimbursed for all reasonable expenses.

SECTION 14.6 RESIDENCY REQUIREMENT: In order to insure adequate response times for emergencies and disasters, all Maintenance Unit employees are designated responders. As a condition of employment all employees are required to reside in Lucas County, or an adjacent county, within the State of Ohio.

SECTION 14.7 INEQUITY REVIEW BOARD: There shall be an inequity review board consisting of the Airport Director or person designated to act on behalf of Airport Director, the Departmental supervisor and a union representative of the employees. Each classification covered by this Agreement shall be reviewed within ninety (90) days of the execution of this Agreement and the results of such review shall be furnished to the Division of Aviation and the Union. The Division of Aviation and Union specifically agree that such results shall be subject to the grievance procedure, but not subject to arbitration.

SECTION 14.8 PAYDAY: The employees shall be paid biweekly every other Friday. Shift workers shall be paid any time after the end of the first shift on Thursday. When an employee is not scheduled to work on Friday, he shall have the right to receive his check on Thursday.

The pay period shall be for hours worked within a fourteen (14) calendar day period beginning on a Friday and ending fourteen (14) days later on a Thursday.

In the event that an error has occurred which results in a shortage in the employee's base pay in excess of one hundred dollars (\$100) and the amount is not in dispute, then a special check shall be prepared immediately so that the employee receives his/her full pay when due.

In the event that a holiday falls on a payday the employees shall receive their paychecks on the day prior to the holiday. When the Friday payday falls in the week of Thanksgiving, the employees shall receive their paychecks on Wednesday prior to the Thanksgiving holiday.

The employee's pay shall be computed on an hourly basis using the hourly rates provided in Appendix "A". The computation of hourly rates will be based upon salary amounts

year.

SECTION 14.2 SHIFT PREMIUMS: In the event of a permanent return to a second or third shift assignment, the Union and Employer agree to discuss the applicability of shift premium pay.

SECTION 14.3 HOLIDAY PAY: The Division of Aviation shall determine the number of employees scheduled to work on each of the major holidays defined in SECTION 13.2 of this Agreement. Holiday pay for all employees shall consist of eight (8) hours' pay at their straight time rate. Employees scheduled to work a regular shift on the holiday shall receive holiday pay plus eight (8) hours pay at the time and one-half (1 1/2) rate. Employees required to work overtime on holidays shall receive holiday pay plus double time (2X). A minimum of four (4) hours pay or work shall be guaranteed for holiday overtime call-ins.

Those employees forced to work a shift or called in to work on Christmas Eve and Christmas Day (December 24th & December 25th) will receive holiday plus double time (2X) for those two days only. Those employees who volunteer to work a shift on Christmas Eve and Christmas Day (December 24th & December 25th) will receive holiday pay plus time and one-half (1 1/2X).

SECTION 14.4 HAZARD PAY: Whenever an employee is required to perform duties under hazardous conditions they shall receive thirty-five (35) cents per hour added to their hourly pay for the length of time employee is actually performing the duties under the hazardous conditions.

Hazardous conditions shall include shored excavations that exceed sixteen (16) feet in depth for all work below the sixteen (16) foot level; where oxygen equipment is required; trimming trees where high voltage (600 volts) lines are within five (5) feet of the employee performing the work; working from a bosuns chair or swing stage which is thirty-five (35) feet or more above the surface; working on the top of loading bridges, and any other conditions which shall be determined by the Division of Aviation, after discussion with the Union.

SECTION 14.5 TRAVEL ALLOWANCE: When an employee uses his own personal vehicle while conducting business for the Division of Aviation he shall be reimbursed for all mileage traveled at the then authorized IRS reimbursement rate. In the event an employee is required to go on business of the Division of

divided by 2080 hours. Overtime will be paid at one and one-half (1 1/2) times the hourly rate. Double time will be paid at two (2) times the hourly rate. The May 20, 1994 memo concerning this subject is attached to this Agreement.

SECTION 14.9 WORK CLOTHING: Maintenance personnel shall receive five (5) changes of uniforms year around.

ARTICLE 15

SECTION 15.1 WORK RULES: The Port Authority has the management right to make, change, and enforce reasonable work rules governing the employees covered by this Agreement. The reasonableness of any work rule may be grieved by the Union up to, and including, arbitration.

The Division of Aviation shall furnish each employee with a copy of such existing rules within thirty (30) days-after they become effective; and all new employees shall be provided with a copy of such rules existing at the time of hire.

All such rules shall be uniformly applied and uniformly enforced.

All employees will be expected to dress modestly, keeping in mind that the work of the Division of Aviation often is performed in the eyes of the public and its employees should maintain a presentable appearance at all times.

SECTION 15.2 JOB DESCRIPTIONS: The Division of Aviation may formulate job descriptions which shall be subject to the grievance procedure up to, but excluding, arbitration.

ARTICLE 16

SECTION 16.1 SUBCONTRACTING: For the term of this Agreement, the Division of Aviation may subcontract work being performed by bargaining unit employees on an as-needed basis. Subcontractors will not permanently perform the work performed by a bargaining unit member.

ARTICLE 17

SECTION 17.1 SALE OR LEASE OF OPERATIONS: Should the Division of Aviation during the term of this Agreement sell or lease operations, including work being performed by employees covered

by this Agreement, where such sale or lease causes the layoff of bargaining unit employees, the Division of Aviation agrees to inform the purchaser or lessee that it is required to bargain with the Union as the representative of the employees performing the work formerly performed by bargaining unit employees provided that such bargaining obligation does not cause a jurisdictional dispute between the union and another labor or employee organization.

ARTICLE 18

SECTION 18.1 SAVINGS CLAUSE: If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than these as to which it has been held invalid or as to which it has been held invalid or as to which compliance with has been restrained, shall not be affected thereby.

It is the intent that should any Article or Section of this Agreement be held invalid or inoperable, that Section or Article shall be restated in an attempt to provide validity, operability or acceptability to such Section or Article.

ARTICLE 19

COMMERCIAL DRIVERS' LICENSE

SECTION 19.1: The Port Authority will provide training for all employees in the Maintenance Unit for the CDL.

SECTION 19.2: The training will be scheduled for 1/2 day beginning after the normal scheduled lunch period and continue until completed. The employees shall be compensated for time spent in training during the normal work day, but shall not be compensated to the extent the training session goes beyond the normal work day.

SECTION 19.3: The Port Authority will pay all CDL license and CDL test fees.

SECTION 19.4: The employees shall be given time off with pay to take the examination, the Employer will provide the necessary truck for the driving portion of the CDL exam.

SECTION 19.5: If an employee is not successful in passing the CDL exam the first time he/she takes it, additional training for the CDL exam will be at the discretion of the individual but the expense of such additional training will be reimbursed through the tuition reimbursement provisions of the Collective Bargaining Agreement. Further, the employee will be given time off with pay to retake the exam provided scheduling of such reexamination does not interfere with weather related work requirements. The employer will provide the necessary truck for the driving portion of the exam provided scheduling of such truck does not interfere with weather related work requirements.

SECTION 19.6: In the event an employee's CDL is suspended, revoked or canceled, the Division of Aviation will accommodate not more than one (1) employee at a time in the bargaining unit if it is reasonably possible to do so by assigning the employee job duties which would not require the employee to have a CDL. Where the employee cannot be reasonably accommodated or where there is more than one employee whose CDL is suspended, revoked or canceled, the employee will be laid off for the duration of the suspension, cancellation or revocation. When more than one employee's CDL has been suspended, canceled or revoked, only the most senior employee will be accommodated if it is reasonably possible to do so.

SECTION 19.7: The parties agree to meet and negotiate terms for CDL exam regarding special needs of employees not residing in Ohio, but agree that terms and conditions of out-of-state employees shall not be inconsistent with the above-stated terms and conditions.

SECTION 19.8: The Employer agrees in the future to reimburse employees with the CDL license for the difference between renewal costs for a class D (Basic Drivers License) and the cost of the class of CDL obtained by the employee.

ARTICLE 20

SECTION 20.1 TERMINATION OF AGREEMENT: This Agreement shall be effective as of January 1, 2013 except where otherwise specified herein and shall remain in full force and effect thru the 31st day of December 2015. This Agreement shall be extended from year

to year after December 31, 2015, unless either party shall notify the other of its desire to terminate or amend the Agreement no later than sixty (60) days prior to the end of any annual anniversary date of the expiration date hereof; provided however, that this Agreement shall remain in full force and effect during any period of negotiation with respect thereto.

There shall be no strike at the expiration of the Agreement, at the expiration of any extension thereof, or during negotiations unless the Union serves written notice on the Division of Aviation no more than and no less than ten (10) days prior to the date the strike is to commence.

This Agreement is approved by the Board of Directors, Toledo-Lucas County Port Authority this 28th day of March 2013.

TOLEDO-LUCAS COUNTY
PORT AUTHORITY

By:

By:

Dated:

TOLEDO-LUCAS COUNTY PORT AUTHORITY
EMPLOYEES LOCAL 2351, AND OHIO
COUNCIL 8, AFSCME, AFL-CIO

By:

By:

By:

By:

By:

4/29/13

MEMORANDUM OF UNDERSTANDING NO. 1

WORK SCHEDULES

This Memorandum of Understanding by the Toledo-Lucas County Port Authority, hereinafter referred to as "Division of Aviation" sets forth the work schedules for the Division of Aviation employees represented by Toledo Lucas County Port Authority Employees Local 2351 of Ohio Council 8, AFSCME, AFL-CIO, hereinafter referred to as the "Union".

SECTION 1. Work Schedules for Maintenance Department Employees

A) Employees will normally be scheduled Monday through Friday from 0800-1600; however, the Port Authority will have the right to modify a work schedule of an employee in order to satisfy operational demands (ie. snow removal).

B) Temporary Assignments:

1. Employees may be temporarily assigned on an as-needed basis at any Port Authority facility, as determined by the Airport Director.

2. Personnel requesting time off will normally be accommodated; however, management reserves the right to replace such personnel at its discretion.

This Memorandum of Understanding No. 1 shall be incorporated by reference in the 2013-2015 collective bargaining agreement covering Maintenance Unit employees as if fully written herein.

TOLEDO-LUCAS COUNTY
PORT AUTHORITY

By: Thomas J. Winston

By: Stephen Adams

TOLEDO-LUCAS COUNTY PORT
AUTHORITY EMPLOYEES LOCAL 2351,
AND OHIO COUNCIL 8, AFSCME, AFL-
CIO

By: Aff. J. Polk

By: Mark S. Lush

By: Don Dauterman

By: _____

By: Sam M. Bailey

Dated: 4/29/13

MEMORANDUM OF UNDERSTANDING NO. 2

General Work Rules

Violation of the following General Work Rules will subject employees to the progressive disciplinary procedure.

1. Fighting or inflicting personal injury upon any individual during working hours or on Division of Aviation premises.
2. Possession of Firearms, knives or other weapons or displaying same in a menacing manner on Division of Aviation premises.
3. Falsifying information required by the Division of Aviation whether such be in connection with or related to employment data, time cards, sick leave or reports required to be submitted concerning safety conditions affecting the airport.
4. Refusing to use or wear any safety equipment required or furnished by the Division of Aviation.
5. Failure to wear or properly maintain clothing or uniforms furnished by the Division of Aviation.
6. Acting in an insubordinate or abusive manner or using abusive or disorderly language toward supervisors.
7. Unauthorized absenteeism or excessive tardiness except in an emergency situation.
 - A. In order to be excused for an absence for sick or funeral leave an employee or an employee's immediate family or responsible person at least one (1) hour in advance of his scheduled starting time, must notify his supervisor. If his supervisor is not available the employee shall notify the airport director. If the airport director is not available the employee shall notify the other departmental supervisor.

- B. Failure to notify the Division of Aviation where notice is reasonably possible in accordance with the above procedure at the beginning of each scheduled shift will mean that the absence shall be considered as an unexcused absence for purpose of the progressive disciplinary procedure.
- C. Excessive tardiness is six (6) or more instances of being late for work during a period of twelve (12) consecutive calendar months and will result in discipline under the progressive disciplinary procedure. Each additional tardiness beyond six (6) within any twelve (12) consecutive month period will result in an additional step in the progressive disciplinary procedure being implemented.

8. Unauthorized sleeping on duty.

This Memorandum of Understanding No. 2 shall be hereby incorporated by reference in the 1997-2000 collective bargaining agreement covering Maintenance Unit employees as if fully written herein.

TOLEDO-LUCAS COUNTY
PORT AUTHORITY

By:

Thomas J. Winston

By:

Stephen L. Brown

TOLEDO-LUCAS COUNTY PORT AUTHORITY
EMPLOYEES LOCAL 2351, AND OHIO
COUNCIL 8, AFSCME, AFL-CIO

By:

Jeff L. Poff

By:

Mark Schenk

By:

Don Dauterme

By:

James M. Bailey

By:

Dated: August 1, 1997

MEMORANDUM OF UNDERSTANDING (MOU) NO. 3

Omitted

MEMORANDUM OF UNDERSTANDING (MOU) NO. 4

MAINTENANCE DUTIES AT METCALF AIRPORT

Airport maintenance at Metcalf Field has historically been accomplished by members of the Union. Beginning in 2000, management started to evaluate whether there was sufficient work to justify a bargaining unit position at Metcalf and raised the issue through normal negotiations.

Since that time, the Airport's operations and budget have been severely compromised by high fuel costs and a significant reduction in passenger air service. Those reductions have subsequently resulted in significant financial challenges for the Port, as well as, all the private sector businesses that operate at both airports. In fact, the current fixed base operator at Metcalf Field (Crow Executive Air) has been, and continues to be, severely financially challenged and may have to consider significant changes up to and including bankruptcy. Consequently, Crow approached the Port about including airport maintenance services at the airport in conjunction with his current lease agreement to offset his rent and hopefully allow him to continue his business. At the same time, the Port has been looking for ways to mitigate its substantial financial losses as well. Consequently, when attrition occurred, and after some discussion with the Union, the Port made the decision to allow Crow to accomplish this function for the foreseeable future.

The Union has since been very concerned about this change and has asked management to provide a MOU about its future intentions in respect to the maintenance functions provided at Metcalf. The Union believes that those functions should be provided by Union members but understands the current financial hardships that the aviation industry as a whole is going through. Management is appreciative of the cooperative spirit of the Union and understands its position. Management is prepared to indicate that, if and when economic conditions permit, management will reconsider assigning a Union member to Metcalf, consistent with the terms agreed to in the Union contract.

TOLEDO-LUCAS COUNTY
PORT AUTHORITY

By: Thomas L. Winston

By: Stephen L. Wood

TOLEDO-LUCAS COUNTY PORT
AUTHORITY EMPLOYEES LOCAL 2351,
AND OHIO COUNCIL 8, AFSCME, AFL-
CIO

By: Jeffrey H. Poling

By: Mark Selbach

By: Don Dauterman

By: _____

By: James M. Bailey

Dated: August 1, 2009

MEMORANDUM OF UNDERSTAND NO. 5

HEALTHY FAMILIES ACT

This Agreement is intended to provide paid time off which is equal to or in excess of that required under current law and/or required under pending federal legislation, including that commonly referred to as the Healthy Families Act.

In the event that any state or federal legislation is passed and/or regulations are adopted during the course of this Agreement, this Agreement shall, to the extent possible, be construed as meeting the requirements of such laws or regulations.

In the event that this Agreement cannot be construed to conform to such laws or regulations, the Agreement shall be modified in such manner as is necessary to meet the new legal requirements without increasing the amount of paid time off beyond that provided herein. The parties understand and acknowledge this may involve reallocating/segregating some vacation time off/pay and personal days/pay or sick days/pay to a bank of days off with pay to meet the requirements of the Healthy Families Act. To this end, current Agreement restrictions relating to eligibility, notice, certification, or length of leave, etc. shall, as necessary, be revised to permit the total amount of time off (and time off with pay) to be retained in its current form with no increase in either time off or time off with pay.

In the event that the Agreement cannot be modified without increasing the amount of time off (for instance, with regard to new hires), such modifications shall be made to comply with the new law or regulations while minimizing any increase in or grant of time off.

The parties agree to meet, discuss and reach agreement in good faith in advance of any deadlines or effective dates imposed by legislation and/or rules.

TOLEDO-LUCAS COUNTY
PORT AUTHORITY

By: Thomas J. Weston

By: Stephen A. Avors

TOLEDO-LUCAS COUNTY PORT
AUTHORITY EMPLOYEES LOCAL 2351,
AND OHIO COUNCIL 8, AFSCME, AFL-
CIO

By: Jeff S. Pop

By: Mark Schuch

By: Don Danterman

By: _____

By: Gene M. Bailey

Dated: August 1, 2009

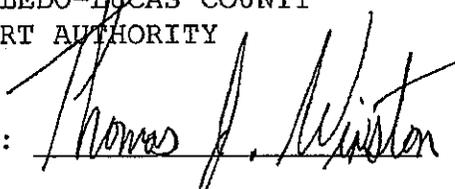
LETTER OF UNDERSTANDING NO. 1

SECTION 5.1 Grievance Procedure

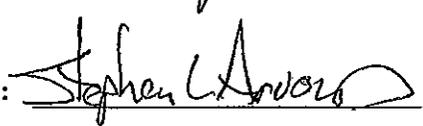
During the 1985 negotiations, the Division of Aviation proposed language in Step 3 of SECTION 5.1 that the decision of the arbitrator shall be "final and binding on the Division of Aviation, the Union and all affected employees." instead of the current language that the decision "shall be final and binding on both parties." The Division of Aviation withdrew its proposed change. Both of the undersigned parties agree that the withdrawal of such proposed language shall not be interpreted to give anyone the right to arbitrate matters which have been resolved by arbitration and which remain unchanged in the collective bargaining agreement in effect at the time or in any future collective bargaining agreements.

TOLEDO-LUCAS COUNTY
PORT AUTHORITY

By:

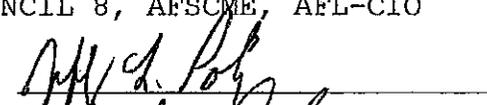


By:

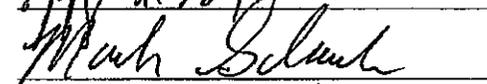


TOLEDO-LUCAS COUNTY PORT AUTHORITY
EMPLOYEES LOCAL 2351, AND OHIO
COUNCIL 8, AFSCME, AFL-CIO

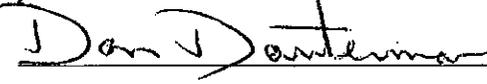
By:



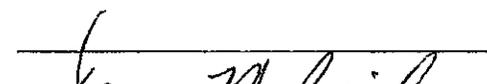
By:



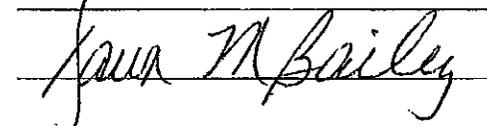
By:



By:



By:



Dated: August 1, 1997

LETTER OF UNDERSTANDING NO. 2

INSURANCE COST CONTAINMENT

A cost containment committee consisting of one (1) member of the Maintenance bargaining unit, one (1) member of the Police/Fire bargaining unit and two (2) members appointed by the Division of Aviation Management shall explore a health insurance cost containment program which may include, but not be limited to an HMO type plan, employee deductible contributions, employee co-insurance, second opinion on elective surgery, monitoring length of hospital stay, and/or outpatient surgery where appropriate.

TOLEDO-LUCAS COUNTY
PORT AUTHORITY

By:

Thomas J. Winston

By:

Stephen L. Amore

TOLEDO-LUCAS COUNTY PORT AUTHORITY
EMPLOYEES LOCAL 2351, AND OHIO
COUNCIL 8, AFSCME, AFL-CIO

By:

Jerry A. Polig

By:

Mark Solank

By:

Don J. Danteman

By:

By:

John M. Bailey

Dated: August 1, 1997

LETTER OF UNDERSTANDING NO. 3

MAINTENANCE UNIT HOURLY RATES

Effective January 1, 2013, the maintenance unit was restructured, resulting in the retention of five (5) full-time maintenance employees. The Division of Aviation and the Union have agreed that the five employees will be placed into a Group 5 or Group 6 classification and receive an hourly wage as set forth below, to be effective upon the execution of the collective bargaining unit contract by both the Union and the Division of Aviation. Any increase to the hourly wage rates set forth below shall be governed by Section 14.1. A 2013 lump sum in the amount of \$1,200.00 (non-PERSable) will be paid to the five (5) maintenance employees in the pay period following ratification of the collective bargaining unit agreement.

Classification	Hourly Wage
Group 5	\$28.58
Group 6	\$29.13

TOLEDO-LUCAS COUNTY
PORT AUTHORITY

By:

Thomas J. Winston

By:

Stephen L. Arnold

TOLEDO-LUCAS COUNTY PORT AUTHORITY
EMPLOYEES LOCAL 2351, AND OHIO
COUNCIL 8, AFSCME, AFL-CIO

By:

Ray L. Poff

By:

Mark Solank

By:

Don Denton

By:

Spencer M. Bailey

Dated:

4/29/13

EXHIBIT C

September 5, 2006

Employee/Applicant (CDL) and Non-CDL Alcohol and Controlled Substance Testing Policy and Procedures

Effective January 1, 1996, Toledo-Lucas County Port Authority employees and applicants required to obtain a Commercial Drivers' License (CDL) for performance of their duties, or the duties for which they are applying, will be required to submit to drug and/or alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations. The President or his/her designee is hereby authorized and directed to take all steps necessary to implement the requirements of the law and this Port Authority policy. This Policy and Procedure also applies to Non-CDL Maintenance Unit employees except where otherwise indicated

The purpose of this policy is to promote an alcohol and drug-free workplace and to reduce accidents, injuries, and fatalities involving Port Authority employees, tenants and the public. Accordingly, employees are prohibited from the use, sale, transfer, distribution and possession of illegal drugs, controlled substances, narcotics or alcoholic beverages at any time during working hours on Port Authority property, in Port Authority vehicles, at Port Authority worksites, or in any working area. Furthermore, off-premises abuse of alcohol and use, sale, transfer, distribution, and possession of illegal drugs, controlled substances, and narcotics when these activities adversely affect job performance, job safety or the Port Authority's reputation in the community is also strictly prohibited. In order to ensure compliance with this policy Port Authority-provided equipment, lockers, desks, and vehicles are subject to search and surveillance at all times.

**TOLEDO-LUCAS COUNTY PORT AUTHORITY
NOTIFICATION TO AFFECTED EMPLOYEES AND
GUIDELINES FOR IMPLEMENTATION OF EMPLOYEE/APPLICANT (CDL) AND
NON-CDL
ALCOHOL AND CONTROLLED SUBSTANCES TESTING**

1. Policy

Employee/Applicant (CDL) and Non-CDL Alcohol and Controlled Substances Testing

2. Questions Regarding this Policy Should be Addressed to:

Airports Director

3. The Requirements Under Federal Law for Alcohol and Controlled Substances Abuse Testing and Individuals Subject to Testing

The Federal Omnibus Transportation Employee Testing Act of 1991 and regulations issued thereunder by the Federal Department of Transportation require alcohol and controlled substances testing of employees performing safety-sensitive functions in the motor carrier, railroad, aviation and mass transit industries.

These federal regulations cover Toledo-Lucas County Port Authority employees and applicants who are required to obtain a Commercial Drivers/ License (CDL) for performance of their duties or the duties of the position for which they are applying. These individuals will be referred to as "Drivers" throughout this Notification. The federal regulations require the Toledo-Lucas County Port Authority (hereinafter the "Port Authority") to maintain a policy and testing program. All provisions contained in this policy and testing program also apply to Non-CDL Maintenance Unit employees as if they were drivers, except where otherwise indicated.

The federal regulations and the Port Authority policy cover Drivers in conjunction with the operation of a commercial motor vehicle during any period in which the Driver is actually performing, ready to perform or immediately available to perform safety-sensitive functions. Safety-sensitive functions include on-duty time as defined in 49 CFR 395.2 and include:

All time spent in or upon a vehicle; driving; waiting to be dispatched; inspecting, conditioning, and servicing equipment; supervising, performing or assisting in loading or unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing Driver requirements related to accidents; performing duties related to compliance with the alcohol/controlled substance testing policy; and performing any other work for the Port Authority or paid work for any other entity.

Any changes in applicable federal regulations will be incorporated under the Port Authority policy.

4. **Prohibited Conduct – The Federal Regulations and Port Authority Policy Prohibit Misuse of Alcohol and Use of Controlled Substances.**

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Controlled Substances has the meaning as assigned by 21 USC 13 § 802 and includes those substances listed on Schedules I through V as they may be revised from time to time.

a. **Prohibited Alcohol Use** - The regulations prohibit alcohol use that could affect the performance of safety-sensitive functions. The regulations specifically prohibit alcohol misuse including:

- 1) Reporting to duty while having an alcohol concentration of .04 or greater;
- 2) Use of alcohol while on duty;
- 3) Use of alcohol during the 4 hours before performance of a safety-sensitive function;
- 4) Having prohibited concentrations of alcohol in the system while performing safety-sensitive functions;
- 5) Use of alcohol during the 8 hours following an accident;
- 6) Refusing to take a required test; and
- 7) The utilization of medications/over-the-counter remedies containing alcohol.

b. **Prohibited Controlled Substance Use** –A Driver may not report for duty, remain on duty, or perform a safety-sensitive function if the Driver has used, tested positive for, or has adulterated any controlled substances. A Driver may obtain certification from a physician that his/her use of a controlled substance is authorized by the physician and will not adversely affect his/her ability to safely operate a commercial motor vehicle. A Driver is required to advise his/her supervisor in writing of any authorized controlled substance use and provide the physician's written verification that it will not adversely affect the safe operation of the commercial motor vehicle. Such documents will be maintained as part of the Driver's medical records. A driver may not refuse to take a required test.

5. **How Alcohol and Controlled Substance Testing Will Be Conducted**

Testing procedures, facilities, and methods will be conducted as authorized and prescribed under the federal regulations 49 CFR Part 40. Any changes in applicable federal regulations will be incorporated under the Port Authority policy.

a. **Alcohol Test Administration** - Driver alcohol testing will be conducted by a trained breath alcohol technician (BAT) using an evidential breath testing device (EBT), which is on the federally approved certified provider list and which the BAT has been trained to operate.

Testing will be conducted in conformance with the provisions of 49 CFR Part 40, utilizing the breath alcohol test form(s) prescribed by the federal regulations. The procedures are summarized as follows:

- i. Testing will be done in a location that provides visual and aural privacy.
- ii. The BAT will require positive identification of the Driver. The Driver may request positive identification of the BAT. The BAT will explain the testing procedure.
- iii. The BAT and the Driver will complete the initial steps on the Breath Alcohol Testing Form. Refusal by the Driver to sign this certification at this step shall be regarded as a refusal to take the test.
- iv. The BAT will assemble the EBT in the Driver's presence and will instruct the Driver to blow steadily and forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates an adequate amount of breath has been obtained.
- v. The BAT will show the Driver the results of the test as indicated by the EBT. Information required by the federal regulations will be recorded on the breath alcohol testing form and logbook.
- vi. If the test result is a breath alcohol concentration of less than .02, the BAT will sign and date the testing form. If the test result is an alcohol concentration of .02 or greater, a confirmation test will be performed.
- vii. If a BAT other than the one who conducted the screening test is conducting the confirmation test, the BAT will obtain positive identification of the Driver. The Driver may request positive identification of the BAT.
- viii. The BAT will instruct the Driver not to eat, drink, belch, or place objects or substances in his mouth during the waiting period before the confirmation test. The waiting period will not be less than 15 minutes or more than 30 minutes after the completion of the screening test. The BAT will explain that the reason for the waiting period is to prevent any accumulation of mouth alcohol leading to an artificially high reading. If the Driver does not comply with the instructions, the BAT will so note in the "Remarks" section of the Breath Alcohol Testing Form.
- ix. The BAT and the Driver will complete the appropriate sections of the Breath Alcohol Testing Form. Refusal by the Driver to sign the certification on the Breath Alcohol Testing Form at this step will be regarded as a refusal to take the test.
- x. Before the confirmation test is administered for each Driver, the BAT will ensure that the EBT registers 0.00 on an air blank. The Driver will be tested on the EBT in the same manner as for the screening test.

- xi. The BAT will show the Driver the results indicated by the EBT and will record the results on the Breath Alcohol Testing Form. If the alcohol confirmation test is lower than .02, the BAT will sign and date the form. If the alcohol confirmation test result is .02 or higher, the BAT will direct the Driver to sign and date the results. If the Driver will not sign the results, the BAT will note such failure in the "remarks" section of the form.
- xii. In the event the screening and confirmation test results are not identical, the confirmation test result is deemed to be the final result upon which any action will be based.
- xiii. The BAT will transmit all results to the employer in a confidential manner.

b. Controlled Substance Test Administration - Driver controlled substance testing will be conducted through urinalysis by trained collection site personnel using authorized methods for collection of a split urine sample. The urinalysis will be performed at a laboratory certified by the United States Department of Health and Human Services. Testing will consist of an initial screening test using an immunoassay testing method and a confirmatory test using gas chromatography/mass spectrometry (GC/MS). Testing will be conducted in conformance with the provisions of 49 CFR Part 40, using a standard drug testing custody and control form prescribed by the regulations. The procedures are summarized as follows:

- i. Specimen collection will allow individual privacy unless there is a reason, as specified in the regulations, to believe that a Driver may alter or substitute the specimen to be provided.
- ii. The collection site person will require positive identification of the Driver. The Driver may request positive identification of the collection site person.
- iii. The collection site person will explain the basic collection procedure and advise the Driver that failure to comply with the directions will be considered a refusal to test.
- iv. The collection site person will ask the Driver to remove any outer garments, such as a coat or jacket, that might conceal items or substances that could be used to tamper with or alter the individual's urine specimen. Purses and briefcases will remain with outer garments; however, the Driver may retain his/her wallet. The Driver will be instructed to empty his or her pockets to ensure that no items are present that could be used to adulterate or dilute the sample. Receipts may be requested for personal belongings.
- v. The Driver will be instructed to wash and dry his/her hands prior to urination. After washing hands, the individual will remain in the presence of the collection site person and will not have any access to any water fountain, faucet, soap dispenser, cleaning agent or other materials which could be used to adulterate the specimen.

- vi. The Driver may provide the urine specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. If the collection site person is to monitor or observe the specimen collection, the collection site person will be of the same gender as the Driver. The collection site person will provide the Driver with an appropriate collection container or specimen bottle. Whenever there is a reason to believe that a particular Driver has altered or substituted a specimen, a second specimen will be obtained as soon as possible under the direct observation of a same-gender collection site person.
- vii. Both the Driver and the collection site person will keep the specimen in view at all times prior to its being sealed and labeled. The specimen will be sealed and labeled in the presence of the Driver. The collection site person will place an identification label on the bottle(s) specifying the date, the individual's specimen number and other identifying information provided or required by the employer. The Driver will be instructed to initial the identification label on the specimen bottle(s) for the purpose of certifying that it is the specimen collected from him/her. The collection site person will enter all other information required on the drug testing custody and control form certifying that collection was accomplished according to applicable federal requirements. The Driver will be asked to read and sign a statement on the drug testing custody and control form certifying that the specimen identified as having been collected from him/her is in fact the specimen he/she provided.
- viii. The collection site person will complete the chain of custody portion of the drug testing custody and control form to indicate receipt of the specimen from the Driver and will certify proper completion of the collection.
- ix. If the Driver refuses to cooperate with the collection process, the collection site person will inform the employer representative and will document the non-cooperation on the drug testing custody and control form.
- x. The sample will be transported to a laboratory approved by the United States Department of Health and Human Services. Appropriate chain of custody documentation will be followed for shipping and laboratory analysis. Laboratory personnel and analysis procedure will also comply with the requirements of 49 CFR Part 40.
- xi. The laboratory will conduct an initial test using an immunoassay method meeting U.S. Food and Drug Administration requirements. Confirmatory tests on specimens identified as positive on the initial test will be confirmed using gas chromatography/mass spectrometry (GC/MS). The five drugs or classes of drugs for which testing will be conducted and their initial/confirmation cutoff levels are as follows:

Cutoff Levels ng/ml)

	Initial Test	Confirmatory
Marijuana metabolites ¹	50	15
Cocaine metabolites ²	300	150
Opiate metabolites	2000 ³	2000
Phencyclidine(PCP)	25	25
Amphetamines	1,000	500

¹Delta-9-tetrahydrocannabinol-9-carboxylic acid.

²Benzoylcegonine.

³ng/ml if immunoassay specific for free morphine.

The Port Authority reserves the right to test for additional drugs or classes of drugs and establish cut-off levels consistent with federal guidelines.

- xii. The laboratory will report the test results to the Medical Review Officer (MRO). The laboratory will report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive will be reported positive for a specific drug. The MRO will report whether the test is positive or negative and may report the drug(s) for which there was a positive test, but will not disclose the quantitation of test results to the employer, except as permitted under the regulations.
- xiii. The MRO is a licensed physician with knowledge of substance abuse disorders. The role of the MRO is to review and interpret confirmed positive test results. Prior to making a final decision to verify a positive test result for a Driver, the MRO will contact the Driver directly, on a confidential basis, to provide an opportunity for the Driver to discuss the test results. A staff person under the MRO's supervision may make the initial contact and a medically licensed or certified staff person may gather information from the Driver. Contacts with the Driver may be made through the employer, if the MRO is unable to reach the Driver directly.
- xiv. If a test result of a primary specimen on a split urine sample is positive, the Driver may request that the split specimen be tested in a different Department of Health and Human Services certified laboratory for presence of the drug(s) for which a positive test result was obtained on the test of the primary specimen. The MRO will honor such request if it is made within 72 hours of the Driver having been notified of a verified positive test result. In such a case when notified by the MRO, the laboratory will forward the split specimen, seal intact, to a different Department of Health and Human Services-approved laboratory, along with a copy of the MRO request and the split specimen copy of the chain

of custody form with appropriate chain of custody entries. The results of the confirmation test on the split specimen will be transmitted by the second laboratory to the MRO. Only the MRO may authorize testing of the split specimen.

- xv. If the result of the test for the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO will cancel the test, report the cancellation and the reasons for it to the DOT, the Port Authority, and the Driver. Before the MRO verifies a confirmed positive result, consistent with the regulations, the MRO will determine if there is a legitimate medical explanation for the positive test result, and if so will report the test as negative.
- c. Copies of Forms Will Be Provided to Drivers – Drivers will receive copies of applicable breath alcohol testing form(s) and standard drug testing custody and control form(s) as required by the regulations following submission of a breath/urine sample.
- d. Port Authority Contacts for Test Results - The individuals authorized by the Port Authority to receive the results of the alcohol and controlled substance tests are the Airport Director and/or his/her designee.
- e. Payment for Tests – Pre-employment, post-accident, random, and reasonable suspicion testing will be paid for by the Port Authority and Drivers will be paid for time spent complying with these testing requirements at their applicable hourly rate of pay.

6. When Testing is Required

- a. **Generally-** Alcohol and controlled substance tests are required on Drivers under the following circumstances:
 - i. Pre-employment (controlled substance only)
 - ii. Post-accident
 - iii. Reasonable suspicion
 - iv. Random
 - v. Return-to-duty/follow-up

Drivers are prohibited from refusing to take a test.

b. **Pre-Employment Testing** - No Driver may be allowed to perform safety-sensitive functions unless he/she has obtained a confirmed negative result of a controlled substance test from the MRO. The controlled substance test may be given any time prior to the first time the Driver performs duties for the Port Authority, as permitted by law during the hiring process, or before an employee transfers to a Driver's position. Each offer of employment will be conditioned upon the passing of a urine test for controlled substances. As permitted by the federal regulations, the Port Authority may verify an applicant's participation and coverage under a controlled substance testing program in lieu of conducting pre-employment testing.

c. **Post-Accident Testing** – A Driver will be tested for alcohol and controlled substances when involved in an accident involving a commercial motor vehicle and the

accident involves the loss of human life; or if the Driver is cited under state or local law for a moving violation arising out of the accident and the accident involved either bodily injury to any person who immediately received medical treatment away from the scene or one of the motor vehicles incurred disabling damage. The following guidelines apply to post-accident testing:

- i. Post-accident alcohol tests should be administered as soon as possible within two (2) hours after the accident or the reasons for failing to do so must be documented. In no event is a post-accident alcohol test to be conducted more than eight (8) hours after an accident. In the event an accident is under investigation by law enforcement officials, testing will be conducted to avoid violation of DOT timelines. If no grounds for testing are found after the investigation, the results of the test will be cancelled.
- ii. No Driver shall use alcohol for eight (8) hours after an accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first.
- iii. A post-accident controlled substance test should be administered as soon as possible after an accident but in no event is it to be administered more than thirty-two (32) hours after the accident.
- iv. Drivers must make themselves readily available for post-accident testing absent the need for immediate medical attention.
- v. The Port Authority may rely upon alcohol breath or controlled substance urinalysis tests conducted by law enforcement officials who have independent authority to conduct a test, provided the tests conducted by such law enforcement officials meet the requirements of applicable federal, state or local law.
- vi. Failure to report an accident is a violation of this policy and will subject the Driver to disciplinary action up to and including termination.

d. **Random Testing** - The Port Authority will randomly select Drivers at various times for unannounced alcohol and controlled substance testing. Drivers will be selected through a "scientifically valid method" (matching employees' social security numbers, payroll identification numbers or other identifying numbers with a computer-based random-number generator) that will assure all Drivers have an equal chance of being tested. Drivers may only be tested while performing their safety-sensitive functions or immediately before or immediately after performing their safety-sensitive functions. For alcohol testing, test dates will be randomly established over a 12 month period so that the number of Drivers randomly selected equals an annual rate of not less than 25% of the average Driver positions. For controlled substance testing, the number of Drivers randomly selected will equal an annual rate of not less than 50% of the average number of Driver positions. Annual testing percentages may be modified as authorized by the federal regulations. Random testing does not apply to Non-CDL employees.

e. **Reasonable Suspicion Testing** - The Port Authority will test Drivers for alcohol and/or controlled substance use when the Port Authority has reasonable suspicion to believe that a Driver has violated the federal regulations and/or this policy. A

determination that reasonable suspicion exists to require an alcohol and/or controlled substance test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odor of the Driver. Observations may include indications of chronic and withdrawal effects of controlled substances. The observation and determination that a reasonable suspicion exists may only be made by a supervisor or company official trained in detecting the symptoms of alcohol and drug abuse.

The required observations for an alcohol test may only be made during, just preceding or just after the period in the workday that the Driver is performing a safety-sensitive function. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the Port Authority shall prepare and maintain a record explaining why this was not done. Attempts to conduct such an alcohol test will terminate after eight (8) hours.

A supervisor or company official who makes the observations leading to an alcohol or controlled substance reasonable suspicion test must make and sign a written record of such observations within 24 hours of the observation or before the test results are released, whichever is earlier.

f. **Return-to-Duty Testing/Follow-up Testing** - As required by the federal regulations and subject to Section 7, Drivers who have violated the alcohol rules and/or controlled substance rules and who may be permitted to return to work must undergo a return-to-duty alcohol test indicating an alcohol concentration of less than 0.02 and/or a verified negative controlled substance test, before returning to a safety-sensitive function. This test will not occur until the substance abuse professional (SAP) has determined that the Driver has successfully complied with prescribed education and/or treatment.

Further, Drivers who are permitted to return to performance of safety-sensitive functions are also subject to follow-up testing. Follow-up testing is to consist of unannounced alcohol and/or controlled substance tests following the Driver's return to duty. The number of follow-up tests is to be determined by the SAP, but will consist of at least six (6) tests during the first twelve (12) months following the Driver's return to duty, and may continue for up to sixty (60) months following the return to duty.

g. **Union Representation** - A Driver who is required to take a test due to reasonable suspicion or following an accident will be permitted to have a Union representative present if requested; however, the test will not be unreasonably delayed to allow the attendance of the Union representative.

h. **Confidentiality of Test Results** - The results of alcohol and controlled substance tests will be maintained confidentially as required by the federal regulations and will be released only as authorized by the federal regulations. Upon written request, a Driver may receive copies of any records pertaining to his/her use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substance tests.

i. **Notification of Test Results** - The Port Authority will notify a Driver of the results of random, reasonable suspicion, and post accident controlled substance tests if the test results are verified positive. The Port Authority will also tell the Driver which controlled

substance(s) were verified as positive. The Port Authority will notify a Driver/Applicant of the results of a pre-employment controlled substance test if the Driver/Applicant requests the results within sixty (60) calendar days of being advised of the disposition of his/her employment application.

7. Requirements to be Tested, Consequences for Refusal and for Positive Tests

a. Refusal to Submit to Testing

Drivers are required to submit to testing. The regulations prohibit a Driver from refusing to submit to a required test and any person with a Commercial Driver's License is deemed to have consented to testing. The consequences for a Driver's refusal to take a test are the same as if the test was positive. The following examples of behavior are among some of the actions that constitute a refusal to submit to a test:

- i. Failing to appear for testing at all or within a reasonable period of time;
- ii. Failing to remain at the testing site until the testing process is completed;
- iii. Failing to provide an adequate breath or urine specimen for the test without a medical explanation;
- iv. Failing to permit observation or monitoring by the collection site person when providing the specimen;
- v. Failing to take a second test when directed;
- vi. Failing to sign the testing forms when directed;
- vii. Failing to undergo a medical examination or evaluation as part of the verification process;
- viii. Leaving the scene of an accident before the post-accident testing is performed (except when necessary for medical treatment);
- ix. Providing an adulterated or substituted test result.
- x. Failing to cooperate with any part of the testing process; or
- xi. Engaging in conduct that obstructs the testing process;

b. Consequences of refusing to submit to testing, testing positive, and other policy violations

- i. **Disqualification:** Drivers who refuse to submit to a test, who test positive, or who otherwise violate this alcohol and controlled substance testing policy or law are subject to disqualification under applicable federal regulations and may not operate a commercial motor vehicle for up to one year for a first violation and a lifetime disqualification for repeat violations. An applicant who tests positive for alcohol and/or controlled substances or otherwise violates the federal regulations will not be hired and has no right to references or evaluation or treatment information or services through the Port Authority.

- ii. **Discipline:** In addition to any disqualifications and/or sanctions imposed under the federal regulations, a Driver who refuses to submit to a test, who tests positive, or who otherwise violates the prohibitions against alcohol and controlled substances is in violation of this policy.

A violation of this policy may result in disciplinary action at the discretion of the Port Authority, up to and including termination, in accordance with the applicable collective bargaining agreement and as required by applicable law. At a minimum, the following results could occur:

- 1) Alcohol concentration is less than .02; the Driver will be permitted to resume duties.
- 2) Alcohol concentration is .02 or greater, but less than .04; the Driver will be immediately removed from all duties for a period of at least twenty-four (24) hours without pay, and may be permitted to return to work only when a return-to-duty test is performed and an alcohol concentration level of less than .02 is received by the Port Authority.
- 3) The test result is positive due to an alcohol concentration of .04 or greater, a verified positive drug test, or a test is otherwise deemed positive as set forth in this policy:
 - a) The Driver will be immediately removed from all duties and referred to a substance abuse counselor for evaluation; and
 - b) The Driver will be subject to discipline, up to and including termination, and/or rehabilitation; and
 - c) If the Driver refuses an offer of rehabilitation or fails to complete rehabilitation in accordance with the recommendations of the substance abuse professional, he or she will not be eligible for re-employment. If the employee is offered and accepts rehabilitation, details concerning such treatment will remain confidential and will not be released to the public; and
 - d) The cost of the treatment will be covered in accordance with available insurance. If no insurance is available or if the available insurance does not pay for the entire cost of treatment, the employee will be solely responsible for such costs; and
 - e) If the Driver completes rehabilitation as a condition of re-employment, he/she will be subject to return-to-duty testing before being permitted to return to work and to follow-up testing in accordance with the recommendations of the substance abuse professional. Failure to comply with the treatment prescribed by the substance abuse professional will result in termination. In addition, Drivers

who are permitted to return to work following rehabilitation must meet all established standards of conduct and job performance.

- 4) Second occurrence of a positive drug test (at any time during the Driver's employment) or alcohol test with concentration levels of .02 or greater within two (2) years of the first positive alcohol test shall result in termination of employment.
- 5) Other violations of this policy or related offenses not specifically identified above may result in discipline, up to and including termination, subject to the applicable provisions and disciplinary procedures of the Collective Bargaining Agreement.

c. Voluntary Participation in a Rehabilitation Program

A Driver who is experiencing problems resulting from alcohol or drug misuse or abuse is encouraged to contact the Port Authority's Employee Assistance Program coordinator to seek counseling on a voluntary basis. This does not refer to situations where the Port Authority offers a Driver rehabilitation as a condition of re-employment after testing positive for alcohol or drugs. Drivers who voluntarily seek treatment for alcohol and/or controlled substance abuse problems but who have not been involved in other violations of the Port Authority's rules and regulations (other than prohibitions regarding drug and alcohol use) will not be suspended or discharged for revealing their alcohol and/or controlled substance use, but will be referred to the Port Authority's Employee Assistance Program for evaluation, education, and/or treatment, and in appropriate circumstances, will be transferred to a non-safety sensitive position if one is vacant at the rate of pay for such position. If there is no such vacant position, the Driver shall use available paid time off or will be placed on an unpaid leave of absence. The Driver will be permitted to return to a safety-sensitive position only upon approval of a drug and alcohol abuse evaluation expert, such as employee assistance professional, SAP, or counselor, his/her attending physician or the Port Authority's physician and must follow return-to-duty and follow-up testing procedures. A Driver who completes a voluntary rehabilitation program and who at any time thereafter receives a positive drug test result or receives an alcohol test result of .02 or greater will be terminated.

d. Grievance Procedure

Drivers who are disciplined, including terminated, as a result of alcohol or controlled substance use are entitled to grieve the discipline through the established work rules and grievance procedure of the Collective Bargaining Agreement, provided no Driver may be reinstated to a safety-sensitive position where such reinstatement would not be authorized by the Federal Omnibus Transportation Employees Testing Act, its implementing regulations or other applicable federal, state or local law or regulations.

8. Information Concerning Effects of and Treatment for Misuse of Alcohol and Use of Controlled Substances.

Drivers will receive information concerning the effects of alcohol and controlled substances on an individual's health, work and personal life. The information will include the signs and symptoms of an alcohol or a controlled substance problem (the Driver's or a co-worker's) and available methods of intervening when such problems are spotted. Drivers will also receive a list of substance abuse programs and facilities as well as information regarding available insurance coverage. Representatives of employee labor organizations will be notified of the availability of this information. Each Driver must sign a certification acknowledging that he/she received this Port Authority policy and Notification.

9. Employee Assistance Program.

A Driver who desires assistance with alcohol or controlled substances is encouraged to contact the Port Authority's Employee Assistance Program (EAP) provider who is available to all Drivers and their families. Information regarding the program is attached to this policy; however, please see the Manager of Airport Administration or the Human Resources department for more information. Additional substance abuse professionals are listed in Appendix A.

APPENDIX A

The following is a list of Substance Abuse (Alcohol and Controlled Substances) Information and Treatment Centers and Professionals who are readily available to provide assistance.

A Alcohol Abuse Addictions Abuse 24 Hour Helpline
419-241-5785

A Addiction Care
24 Hour Hotline
1-888-243-3869

A1 Call Answer
1-800-511-9225

AAAB, Inc. - The Family
24 Hour Helpline
1-800-477-0763

Addiction Center for Treatment
24 Hour Helpline
1-800-711-6402

Adelante Program
520 Broadway Street
Toledo, Ohio.
419-244-8440

Behavioral Connections of Wood County
27072 Carronade Drive
Perrysburg
419-872-2419 / 419-872-1232
24 Hour Hotline: 1-800-472-9411

Century Health
1918 N. Main
Findlay, Ohio
1-419-423-9242

Compass - 3 locations
2465 Collingwood Blvd.
Toledo, Ohio
419-241-8827

2737 Navarre
Oregon, Ohio
419-691-4200

1150 McCord
Holland, Ohio
419-867-9966

Chapter Five Club
4241 Airport Highway
Toledo, Ohio
419-381-9367

Connecting Point, Inc.

1212 Cherry Street
Toledo, Ohio
419-243-6326

Elliott, Jacob J & Assoc. Inc.

5600 Monroe St.
Sylvania, Ohio 43560
419-885-1910

Firelands Centre

2020 Hayes Ave.
Sandusky, Ohio
1-800-342-1177

Focus Healthcare of Ohio

1725 Timber Line Road
Maumee, Ohio
419-891-9333
24 Hour Helpline: 1-800-234-0420 / 1-800-547-5695

Guinan, Jim

1627 Henthorne Drive
Maumee, OH 43537
419-865-9144

Idle Time Club

2044 Genesee St.
Toledo, Ohio
419-691-8882

Lucas County Alcohol & Drug Addiction Services

419-213-4235

Midwest Foundation of Chemical Dependency

3540 Secor Rd.
Toledo, Ohio
419-536-5151

Midwest Institute for the Treatment of Alcoholism

Maumee, Ohio
419-893-2120

Morgillo, Mary D.

860 Ansonia St.
Toledo, Ohio
419-698-1549

Open Door Ministry

2825 Cherry St.
Toledo, Ohio
419-242-7281

Psychological Resources

4841 Monroe St.
Toledo, Ohio
419-475-2535

Rescue Mental Health Services

3350 Collingwood
Toledo, Ohio
419-255-9585

Roberts, Jan

5800 Monroe St.
Toledo, Ohio
419-885-1156

St. Vincent Talbot/Tennyson Center

723 Phillips
Toledo, Ohio
419-251-0908

Step One Club Alano

2434 W. Sylvania Ave.
Toledo, Ohio
419-474-6080

Substance Abuse Services Inc.

1832 Adams Street
Toledo, Ohio
419-243-7274

Talbot Center Outpatient Center

732 Main Street
Toledo, Ohio
419-693-6099

The Toledo Hospital Alcohol and Drug Treatment Center

Harris McIntosh Tower
2121 Hughes Drive
Toledo, Ohio 43606
419-291-2351 / 419-291-2300

Urban Minority Alcoholism

& Drug Abuse Outreach Program

2447 Nebraska

Toledo, Ohio

419-531-0404

Women's Residential Treatment Center

21211 W. State Route 65

Grand Rapids, Ohio 43522

1-419-832-1003

Ziegler, A. Jeffrey LPCC CDC III

4930 Holland Sylvania Rd.

Sylvania, Ohio 43560

419-885-5636

Zupnick & Associates Inc.

6620 Central Avenue

Toledo, Ohio

419-841-5934

CERTIFICATION

I hereby certify that I have received a copy of the Toledo-Lucas County Port Authority Employee/Applicant (CDL) and Non-CDL Alcohol and Controlled Substances Testing Policy and Notification to Affected Employees dated _____.

Driver's Name and Date



STATE EMPLOYMENT
RELATIONS BOARD
2014 JUN 16 AM 8:54

June 11, 2014

Ohio State Employment Relations Board
Research & Training Section
65 East State Street, 12th Floor
Columbus, OH 43215

Re: 2014 Public Employer Annual Information Report

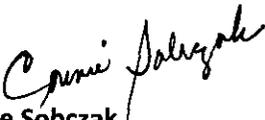
Per your request, enclosed are the following documents:

- Completed 2014 Public Employer Annual Information Report
- Agreement Between Toledo-Lucas County Port Authority and Ohio Patrolmen's Benevolent Association (Police Unit) 2013-2015
- Agreement Between Toledo Lucas County Port Authority and Toledo-Lucas County Port Authority Employees Local 2351 and Ohio Council 8, AFSCME, AFL-CIO – Maintenance Unit 2013-2015

Should you require additional information, please do not hesitate to contact this office.

Regards,

TOLEDO-LUCAS COUNTY PORT AUTHORITY


Connie Sobczak

Administrative Assistant, Finance & Administration

/enclosures