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**AGREEMENT BETWEEN**  
**TOLEDO-LUCAS COUNTY PORT AUTHORITY**  
**and**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**(Police Unit)**

**Effective Dates: January 1, 2016 - December 31, 2018**

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## **PREAMBLE**

THIS AGREEMENT is entered into by and between the **TOLEDO-LUCAS COUNTY PORT AUTHORITY** (Division of Aviation), Lucas County, Ohio (hereinafter referred to as "the Port Authority") and the **OHIO PATROLMEN'S BENEVOLENT ASSOCIATION** (hereinafter referred to as "the Union") (collectively, "the Parties").

## **ARTICLE 1** **MANAGEMENT RIGHTS**

Section 1. Except as specifically limited by the terms of this Agreement, the Port Authority retains the sole and exclusive right to manage, direct and supervise all of the Port Authority's operations and employees including, but not limited to, the right to:

A. Establish or amend all rules, regulations, policies and procedures governing and effecting the operations of the Port Authority.

B. Determine matters of inherent managerial policy, including functions, processes, programs, standards of service, budgets, utilization of technology and organization structure.

C. Direct, supervise or evaluate employees.

D. Recruit, select and determine qualifications, characteristics and classifications of new hires.

E. Utilize personnel, methods and means deemed by the Port Authority to be the most appropriate, effective and efficient.

F. Suspend, demote, discharge otherwise discipline employees for just cause.

G. Determine the size of the workforce, including the number of employees assigned to any work operation or job classification.

H. Classify, promote, transfer, assign and retain employees, and determine the basis for such actions.

I. Determine adequacy of workforce and fill, or not fill, any vacancy.

J. Lay off employees in the event of lack of work or lack of funds or where the Port Authority determines that the continuation of such work is unnecessary.

K. Determine the mission of the Port Authority and effectively and efficiently fulfill that mission including the transfer, alteration and curtailment of any services or operations.

L. Reorganize, relocate, or discontinue any work, operations, equipment or facilities, in whole or in part.

M. Determine the location or locations of its operations. Sell, lease or transfer any portion of its operations, properties or facilities.

N. Train or retrain employees as needed to fulfill the purpose or mission of the Port Authority.

Section 2. The Port Authority reserves any and all rights, powers and authority previously exercised by the Port Authority and specified above except as specifically modified by the provisions of this Agreement.

Section 3. The rights, powers and authority granted to the Port Authority in this Article 1 are, and shall remain, exclusively those of the Port Authority.

## **ARTICLE 2** **RECOGNITION**

Section 1. The Port Authority hereby recognizes the Union as the sole and exclusive representative for all police officers directly employed by the Port Authority as certified by SERB in Case No. OO-REP-04-0083, for the purpose of wages, hours and other conditions of employment. Excluded from the bargaining unit shall be all maintenance department employees, the Chief of Public Safety, nonsworn dispatchers, office clerical, and seasonal or casual employees, confidential employees, management, supervisory and professional employees as defined by the Ohio Public Employee Collective Bargaining Act, Ohio Revised Code Chapter 4117, as presently enacted or hereinafter amended.

Section 2. Any reference to the Chief or Chief of Public Safety in this agreement shall refer to any Port Authority Administrator in charge of the Port Authority Police.

Section 3. Part-time Patrol Officers.

A. It is the mutual intent of the parties to maintain full time Patrol Officers, Part-time Patrol Officer personnel are intended to supplement the service of full-time Patrol Officers, not to displace them.

B. The Chief of Police will establish a schedule for part-time Patrol officers and days of work will be determined by the Chief of Public Safety.

C. Additional hours may be offered to part-time Patrol Officers in accordance with Article 20.

D. Part-time Patrol Officers will be governed by and entitled to the benefits of only the following provisions of the collective bargaining agreement:

Article 1 Management Rights; Article 2 Recognition; Article 3 Nondiscrimination; Article 4 No Strike/No Lockout; Article 5 Union Representation; Article 6 Dues Deduction/Fair Share Fee; Article 7 Work Rules; Article 8 Seniority; Article 9 Disciplinary Investigations; Article 10 Grievance Procedure; Article 11 Labor-Management Committee; Article 12 Probationary Periods; Article 14 Vacancies; Article 15 Layoff and

Recall; Article 16 Safety; Article 17 (and Appendix A) Drug Free Workplace; Article 18 Outside Employment; Article 19 Residency; Article 20 Hours of Work and Overtime; Article 22 Holidays; Article 26 Family and Medical Leave, to the extent required by law; Article 27 Military Leave, to the extent required by law; Article 28 Jury Duty/Court Time; Article 33 (and Appendix B) Wages; Article 34 Savings Clause; Article 35 Entire Agreement; Article 36 Term of Agreement.

### **ARTICLE 3** **NONDISCRIMINATION**

Section 1. The Parties agree that neither the Port Authority nor the Union shall discriminate against any bargaining unit member because of national origin, race, color, creed, religion, sex, age, disability or membership or non-membership in the Union or participation or non-participation in Union activities.

Section 2. The use of the masculine or feminine gender in references throughout this Agreement shall be construed as including both genders unless the Agreement clearly requires a different construction.

### **ARTICLE 4** **NO STRIKE/NO LOCK-OUT**

Section 1. It is understood and agreed that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that it shall not directly or indirectly call, authorize, instigate, engage in, support, encourage, ratify, assist in any way, or sanction any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or any interruption or interference with the normal operations of the Port Authority.

Section 2. No member of the Union shall instigate or participate in any strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or any interruption or interference with the normal operations of the Port Authority. A violation of this provision shall be just cause for disciplinary action, up to and including discharge, subject to appeal only to the grievance procedure.

Section 3. In the event any violation of Section 2 of this Article occurs, upon notice from the Port Authority, the Union shall actively discourage and endeavor to prevent or terminate any violation by using its best efforts to immediately notify all bargaining unit members that the strike, picketing, handbilling, sympathy strike, slowdown, work stoppage, sick-out or other interference with normal Port Authority operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall publicly repudiate the action of the offending employees by mailing a letter to all bargaining unit employees and posting a notice instructing the employees to immediately cease and desist and return to work.

Section 4. In the event of a violation of Sections 1, 2 or 3 of this Article, the Port Authority expressly reserves any and all rights under this Agreement, or in law or equity.

Section 5. The Port Authority agrees that, during the term of this Agreement, it shall not lock-out any bargaining unit member for the duration of this Agreement.

## **ARTICLE 5**

### **UNION REPRESENTATION**

Section 1. **Stewards.** The employer will recognize one (1) Union employee from each shift designated by the Union as stewards for employees in the bargaining unit for the purpose of processing grievances and attending meetings. The Union may designate one (1) alternate representative to act in the absence of the representative.

Section 2. **Negotiating Committee.** The bargaining unit members shall elect two (2) negotiation committee members and one (1) alternate for participation in contract negotiations. The Employer agrees to release, with pay, two (2) members of the Union negotiating committee when they meet with the Port Authority for the purpose of modifying this Agreement.

Section 3. **Directors.** One (1) employee shall be elected by the bargaining unit as the Director of the Union. Up to two (2) employees shall be elected by the bargaining unit as Associate Directors.

Section 4. **Union Duties.** The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. Union representatives shall be permitted reasonable time to investigate, present, and process formal grievances on Port Authority property without loss of pay during their regular working hours; provided that, normal operations of the Port Authority are not disrupted and, in each and every instance where such time is required, only one (1) representative is assigned to a grievance, and such representative notifies his supervisor of the need for absence from his work station and the supervisor is provided sufficient time to make arrangements to cover the representative's normal job duties. However, Union representatives shall make all reasonable efforts to process all grievances during non-working hours.

Section 5. **Union Access.** A non-employee representative of the Union shall have the right to visit the premises at any time during working hours for the purpose of investigating current working conditions and compliance with the terms of the Agreement, provided such representative receives prior approval from the Director of Airports or his designee before entering the premises, and such visit is made in such a manner as to not unduly disrupt Port Authority operations.

Section 6. **Union Leaves.** Elected representatives of the bargaining unit may be granted up to ten (10) days leave to attend a Union convention, institute, quarterly Directors' meeting or like activity, so long as the leave is taken in accordance with regularly scheduled leave procedures.

Section 7. **Bulletin Boards.** The Port Authority agrees to provide bulletin board space for the posting of Union notices. The Union may use the existing bulletin board to communicate Union-related matters such as meetings and elections, recreational events, and committee reports. Only information approved by the Union shall be posted on the bulletin board. All Union notices of any kind which are posted on the bulletin board shall be signed,

posted, or removed by an Union representative. At no time may material be posted on any Union bulletin board which contains:

1. Notices of a political or personal nature directed toward the Port Authority, or any officer, employee, or trustee thereof;
2. Anything controversial or critical of the Port Authority, its operations, or any other employee or individual;
3. Attacks on and/or favorable comments regarding a candidate for public office.

Any material posted in violation of the provisions contained in this Article shall be removed by the Union.

**Section 8.** **Union Business.** The Union shall notify the Port Authority of the names, addresses, home telephone numbers, and Union offices held for Stewards, Negotiating Committee, LMC members, Directors and other representatives as they are elected. The appropriate steward shall be relieved from duty with pay, to attend hearings. With approval, other Union representatives will be relieved of duty with pay to attend Port Authority-related meetings.

## **ARTICLE 6**

### **DUES DEDUCTION AND FAIR SHARE FEE**

**Section 1.** The Port Authority agrees to honor the agreement signed between the Union and its members on the "authorization for payroll deduction of union dues" in respect to the initial and subsequent collection of such dues until or unless the employee gives notice of cancellation as provided for in the Ohio Revised Code.

**Section 2.** All employees in the bargaining unit shall, within sixty (60) days immediately following the effective date of this Agreement or their date of hire, whichever is later, either become dues-paying members of the Union or pay a fair share fee to the Union. Fair share fees will be automatically deducted from the wages of any employee in the bargaining unit that is not a dues-paying member of the Union within the sixty (60) day period. The Union will establish a rebate procedure for fees deducted from non-members of the Union in accordance with Ohio Revised Code §4117.09. The Port Authority agrees to deduct from the wages of employees any Union dues or assessments on a monthly basis.

**Section 3.** Any bargaining unit member has the right to revoke such dues deduction authorization by giving written notice to the Port Authority and the Union during the thirty (30) day period preceding the termination of the Agreement. The Port Authority's obligation to make dues deductions shall terminate automatically upon the timely receipt of a revocation of authorization from the bargaining unit member or upon transfer to a job classification outside the bargaining unit.

**Section 4.** The Union agrees to indemnify and hold the Port Authority, its Board of Directors, officers and employees harmless against any an all liability, including, but not limited

to, such items as wages, damages, awards, fines, attorney fees and court costs which may arise by reason of or result from the Port Authority's deduction of Union dues or fair-share fees pursuant to this Article 6 of the Agreement.

Section 5. Neither the Union nor any bargaining unit member shall have a claim against the Port Authority for errors in processing fair share or dues deductions unless the claim of error is made to the Port Authority in writing within sixty (60) days after the date the error is claimed to have occurred.

## **ARTICLE 7 WORK RULES**

Section 1. The Union recognizes the authority of the Port Authority to promulgate work rules, policies, standards of conduct, directives and general orders for the operation of the Port Authority. Work rules, policies, standards of conduct, directives and general orders for the operation of the Port Authority are not subject to the grievance procedure unless they violate an express provision of the Agreement. The Port Authority agrees to provide at least seven (7) calendar days notice to the Union of any new work rules or revisions to work rules and to make those available to bargaining unit members prior to implementation. The parties recognize that the Port Authority may suspend or implement work rules in an emergency situation.

## **ARTICLE 8 SENIORITY**

Section 1. "Seniority" is the continuous uninterrupted length of employment as a bargaining unit member at the Port Authority since the member's last date of hire.

Section 2. Seniority shall not accrue during leaves of absence, layoffs or disciplinary suspensions.

Section 3. Probationary employees have no seniority during the probationary period. Upon successful completion of the probationary period, the employee shall be credited with seniority retroactive to his date of hire.

Section 4. Employees shall lose seniority for reasons which include the following:

- A. Resignation.
- B. Discharge for cause.
- C. Absence from work for three (3) consecutive work days without providing actual notice to the Port Authority by the end of the third day of absence.
- D. Failing to return after a leave of absence, layoff or disciplinary suspension.
- E. Failure to notify of intent to return to work within seven (7) calendar days following mailing of recall notice.
- F. Retirement.
- G. Engaging in outside employment without prior approval of the Port Authority during a leave of absence.

- H. Any period of absence greater than the employee's length of service or two (2) years, whichever is less (3 years if the reason for absence is an industrial injury as certified by the Industrial Commission).

## **ARTICLE 9**

### **DISCIPLINARY INVESTIGATIONS**

Section 1. Before an employee is disciplined for refusing to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis for discipline.

Section 2. If, during the course of an investigatory interview, it becomes clear that disciplinary action may result, then such employee shall have the right to Union representation. The Port Authority shall use its best efforts to conduct disciplinary investigations during or near the employee's regularly scheduled work hours unless operational needs or an emergency dictate otherwise.

Section 3. An employee may review his personnel file in the presence of Port Authority personnel after scheduling the review with the Port Authority. The employee may have a Union representative present during the review, and may submit memoranda to the file which provides the employee's defenses to a disciplinary action. Reasonable requests for copies of items in the file shall be honored. Such requests will be subject to review on a case-by-case basis. Employees shall be afforded the opportunity to read and sign all records of disciplinary actions and performance prior to inclusion in their personnel file. Any refusal by an employee to sign such document shall be noted by the Port Authority, and the document will then be placed in the employee's file.

Section 4. Disciplinary action shall be instituted within sixty (60) calendar days of the occurrence or knowledge of the facts giving rise to the disciplinary action, except in the event of a criminal investigation or prosecution of the employee. When no disciplinary action is to be taken as a result of the investigation, the employee shall be so advised within a reasonable period of time after the conclusion of the investigation.

Section 5. Records of verbal reprimands in an employee's personnel file shall cease to have force and effect or be considered in future disciplinary matters one (1) year after their effective date, providing there are no intervening disciplinary actions taken during that time period. Records of written reprimands in an employee's personnel file shall cease to have force and effect or be considered in future disciplinary matters two (2) years after their effective date, providing there are no intervening disciplinary actions taken during that time period. The above periods are not applicable to forms of discipline other than verbal or written reprimands.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

Section 1. **Step One. Discussion.** A grievance is defined as any dispute regarding the interpretation of this Agreement. An employee, group of employees or the Union may first discuss the grievance with the Chief of Public Safety within ten (10) days of the occurrence of the act or condition, which is the basis for the grievance. The date of discussion, nature of

discussion and reference to the contractual provision allegedly violated shall be evidenced in writing and signed by the parties to the discussion. "Days" as used in this Article 10 include all calendar days except holidays recognized under the terms of this Agreement.

**Section 2. Step Two. Chief of Public Safety.** If the grievance is not resolved by discussion, or if the Union elects not to engage in an informal discussion with the Chief, the grievance must be reduced to writing on a Port Authority prepared grievance form and received by the Chief of Public Safety, the Airport Director or his designee within the same ten (10) day period described in Section 1 of this Article 10. The written grievance shall specify the name of the grievant, the date and time and place the grievance occurred, the employee's name and signature, the contractual provision (Article and Section) allegedly violated, pertinent facts giving rise to the grievance and the requested remedy. When two (2) or more employees believe a violation of this Agreement has occurred, one grievance shall be written for all affected employees. All affected employees should sign the grievance. No grievance shall be processed or considered timely unless the foregoing information is included. The written grievance must be signed and dated by the Union steward. The Chief of Public Safety, the Airport Director, or his designee shall respond, in writing, to the grievance within ten (10) days of receipt of the grievance.

**Section 3. Step Three. Labor-Management Committee.** If the decision of the Chief of Public Safety is unsatisfactory, then the grievance may be appealed to the Labor-Management Committee, in writing, within five (5) days of receipt by the Union of the Chief of Public Safety's written response. The Labor-Management Committee shall schedule a meeting date within ten (10) days of its receipt of the appeal from Step Two of this grievance procedure to discuss and attempt to resolve the grievance. The Labor-Management Committee shall respond to the appeal within five (5) days following the meeting.

**Section 4. Step Four. Arbitration.** If the decision of the Labor-Management Committee is unsatisfactory, the Union or the Port Authority may submit the grievance to arbitration provided that the other party receives written notification of the intent to arbitrate the grievance within five (5) days of the party's receipt of the Labor-Management Committee decision. Such notification shall detail the specific provision of the Agreement allegedly violated. Within ten (10) days following the Port Authority's or the Union's receipt of the notification of arbitration, the parties shall request the Federal Mediation and Conciliation Service ("FMCS") to submit a panel of seven (7) arbitrators for consideration. The parties shall select an arbitrator by the alternating strike method with the party requesting arbitration striking first. Each party may request two (2) additional lists of names without agreement by the other party. Nothing in this Article 10 shall preclude the parties from selecting a mutually agreeable arbitrator.

**Section 5. Costs.** The fees associated with procuring a panel from FMCS shall be borne by the party requesting arbitration. The costs of any proof produced at the direction of the arbitrator, the arbitrator's fee and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any non-employee witnesses shall be borne by the party calling them. The grievant and any bargaining unit member subpoenaed by the arbitrator to testify as a witness, shall not lose any pay and benefits for time spent testifying so long as those hours are during his normally scheduled work hours. The fees of the court reporter shall be paid by the

party requesting the court reporter. However, such fees shall be borne equally by both parties if both parties desire a court reporter or request a copy of any transcript.

**Section 6. Time Limits.** All the time limits contained in this Article 10 at each level of the grievance and arbitration procedure shall be considered as a maximum. A grievance that is not timely submitted at the initial step, will not be considered a grievance and will not be addressed by the Port Authority. If a grievance is not timely advanced to the next step in the procedure, the grievance is considered settled in accordance with the Port Authority's most recent response. If the Port Authority fails to timely respond to a grievance, the Union may advance the grievance to the next step in the procedure. Designated representatives of the Port Authority and the Union may mutually agree, in writing, at any step, to an extension of time for any response or appeal. The Union, and not the grievant, has the final authority to decline to advance the grievance. If the Union's representatives determine that a grievance lacks merit, it shall be withdrawn.

**Section 7. Arbitrability.** The removal of a probationary employee is not arbitrable. Any grievance that does not directly involve the interpretation or application of this Agreement is not arbitrable. If there is a question concerning arbitrability, either party may request that the arbitrator rule on the arbitrability of the grievance in advance of the arbitration via a conference call or other expedited means. If the arbitrator finds the grievance to be arbitrable, he shall proceed to hold a hearing on the merits of the grievance.

**Section 8. Arbitrator's Authority.** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement. The arbitrator shall only decide the grievance presented as articulated on the written grievance form. The Union shall have the right to amend the grievance up to thirty (30) days prior to the date of the arbitration hearing. The decision of the arbitrator is final and binding.

**Section 9. Settlements.** A grievance settled at any step of the grievance and arbitration procedure shall not constitute precedent or prejudice for future settlements or arbitrations.

## **ARTICLE 11**

### **LABOR-MANAGEMENT COMMITTEE**

**Section 1.** Unless mutually agreed otherwise, on a quarterly basis, the Port Authority shall meet with representatives of the Union. Labor-Management Committee ("LMC") meetings shall also be held as needed pursuant to Step Three of the Grievance Procedure. The LMC shall schedule a meeting date within ten (10) calendar days of its receipt of a request for a meeting. The Airport Director or Director's designee and up to one (1) additional person selected by the Airport Director and up to two (2) representatives from the Union shall attend LMC meetings, unless it is mutually agreed by the parties in advance of the meeting that other individuals may attend. The Employer agrees to release, with pay, the up to two (2) Union representatives when they attend LMC meetings. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of matters to be taken up in the meeting. The Union and the Port Authority shall exchange the names of those who will be attending within the same five (5) day period. The purpose of these meetings shall be to discuss matters of concern to either party.

**ARTICLE 12**  
**PROBATIONARY PERIODS**

Section 1. The first three hundred sixty-five (365) calendar days of employment shall be deemed a probationary period. During such probationary period, an employee shall have no recourse to the grievance procedure for disciplinary matters, but shall be entitled to representation in any investigation, interrogation, questioning, and/or pre-disciplinary proceedings as provided by applicable state and federal law.

Section 2. Employees who are promoted within the Port Authority shall serve a three hundred sixty-five (365) day probationary period. If an employee's performance is deemed by the Port Authority to be unsatisfactory in the position to which he has been promoted, he will be reinstated to the position from which he was promoted or to a similar position as determined by the Port Authority with no loss of original wages, benefits or seniority.

Section 3. The Port Authority may extend the probationary periods contained in this Article 12 for additional increments of thirty (30) calendar days, not to exceed three (3) extensions, provided that the Port Authority notifies the employee of such extension prior to the expiration of the probationary period, and the reason therefore, in writing.

**ARTICLE 13**  
**PROMOTIONS**

Section 1. Bargaining unit members must meet the necessary requirements, as determined by the Port Authority, in order to qualify for promotion. Those factors that the Port Authority may take into consideration in making promotion decisions include, but are not limited to:

- A. Satisfaction of the minimum job qualifications as established by the Port Authority;
- B. The applicant's work history and performance;
- C. Training background;
- D. Educational background;
- E. Aptitude and/or familiarity with the required duties of the position;
- F. Seniority; and
- G. Any other factors that are relevant to the position.

All promotion decisions are made within the sole discretion of the Port Authority.

**ARTICLE 14**  
**VACANCIES**

Section 1. If a full-time job opening occurs, the Port Authority will determine whether there is a vacancy and whether or not to fill the position. If the Port Authority determines that the position should be filled, the Port Authority will post a notice of the vacant position for a ten (10) calendar day period and employees at that rank may bid on the vacancy by signing the bid sheet within the ten (10) calendar days. The vacant position will be awarded to the most senior bidder who meets the necessary requirements as determined solely by the Port Authority according to the criteria listed in Article 13. Nothing in this Section shall be construed to require the Port Authority, at any time in the process, to fill the vacancy. If no bargaining unit

employee bids for the vacancy, or is qualified for the vacant position, then the Port Authority may fill the vacancy from outside the bargaining unit.

Section 2. A successful bidder who fails to perform satisfactorily in the judgment of the Port Authority will be returned to his former position within three hundred sixty-five (365) calendar days of being assigned to the vacancy. A successful bidder may, at his discretion, notify the Port Authority that he wishes to return to the former position, job classification, shift and wage rate no later than fourteen (14) calendar days after being assigned to the vacancy.

Section 3. If a newly hired part-time Patrol Officer, after completing his or her probationary period as a part-time Officer, becomes a full-time Patrol Officer, the employee shall serve a one hundred and eighty (180) calendar day probationary period upon being classified as a full-time Officer.

## **ARTICLE 15**

### **LAYOFF AND RECALL**

Section 1. **Layoff Notification.** When the Port Authority determines that a layoff or job abolishment is necessary due to lack of work or lack of funds, it will notify the affected employees at least fourteen (14) calendar days in advance, if possible, of the effective date of the layoff or job abolishment.

Section 2. **Layoff.** The Port Authority shall determine in which classification layoffs will occur and layoffs of bargaining unit employees will be by seniority. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

In the event an employee is laid off, that employee shall have the option to displace less senior employees within the classification, provided that the employee is currently qualified to perform the job to which he is bumping and requires no further training. If the employee is unable to displace less senior employees in succeeding lower classifications, he shall have the option to displace less senior employees in succeeding lower classifications; provided that the employee bumping down is currently qualified to perform the job to which he is bumping and requires no further training.

All temporary, intermittent, part-time, or seasonal employees shall be laid off prior to any full-time bargaining unit employees.

Section 3. **Recall.** When employees are laid off, the Port Authority shall create a recall list within each classification. The Port Authority shall recall employees from layoff as needed. The Port Authority shall recall such employees according to seniority, beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff. When the Port Authority recalls employees from the list, they shall be recalled to their previous classification, if available, but not necessarily to the shift on which they were working when laid off.

**Section 4. Recall Notification.** Notice of recall shall be sent to the employee by certified mail. The Port Authority shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee. All members of the bargaining unit with recall rights must be given the right to reinstatement before any temporary, intermittent, part-time, seasonal, or new employees may be hired or rehired or recalled.

**Section 5. Time Limits.** The recalled employee shall have three (3) workdays following the date of mailing the recall notice to notify the Port Authority of his intention to return to work. The employee shall have up to seven (7) workdays following the mailing date of the notification in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

## **ARTICLE 16** **SAFETY**

**Section 1.** The Port Authority agrees to maintain safe working facilities, vehicles, tools and equipment and the employees agree to follow all Port Authority safety rules and regulations at all times. The Port Authority shall maintain suitable first aid supplies and equipment for its employees.

**Section 2.** 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 3.** The Port Authority agrees that it will provide an annual hearing test, if requested, if such testing is no longer covered under the applicable health insurance plan.

## **ARTICLE 17** **DRUG FREE WORKPLACE**

**Section 1.** The Port Authority will maintain a workplace that is free from the effects of drug and alcohol abuse. 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. Employees will be subject to disciplinary action, up to and including discharge, for violating the above prohibitions. In order to enforce this policy, the Port Authority maintains a drug testing policy and procedure. Employees refusing to follow the drug testing policy and procedure will be subject to discipline, up to and including discharge, subject to appeal to the Grievance Procedure. The drug testing policy and procedure is attached hereto as Appendix A and incorporated herein.

**ARTICLE 18**  
**OUTSIDE EMPLOYMENT**

Section 1. No Union member shall accept outside employment that interferes with the performance of his job duties or the responsibilities of his position with the Port Authority or perform any outside employment or volunteer activities that compromise his position with the Port Authority by creating a conflict of interest.

Section 2. All Union members desiring outside employment must first submit a written request to the Chief of Public Safety for his approval as soon as practicable before the outside employment is scheduled to begin. Such request shall contain a description that details the type of activity to be engaged in.

Section 3. Union members shall not use their Port Authority equipment or uniforms for such outside employment unless given written permission by the Chief of Public Safety.

**ARTICLE 19**  
**RESIDENCY**

Section 1. In order to insure adequate response times for emergencies and disasters, all police officers 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. Waivers from the residency requirement will be considered on a case by case basis.

**ARTICLE 20**  
**HOURS OF WORK AND OVERTIME**

Section 1. **Work Day.** A pay period shall consist typically of six (6) shifts of twelve (12) hours each and one (1) shift of eight (8) hours. If circumstances require the police officer to work past the ending time of his or her designated shift, the police officer shall submit documentation to the Chief of Public Safety or his designee indicating the date, the amount of time, and the reason he or she was required to stay over at the end of the shift. The Chief or his designee shall approve or disapprove compensation for this additional time before the end of pay period in which the request is made.

Section 2. **Work Schedule.** The Port Authority shall have the right to establish work schedules, including temporary modifications to starting times and shift assignments upon reasonable notice.

Section 3. **Starting Time/Weekly and Shift Schedules.** Employees will be scheduled to work a four (4) week schedule. The Port Authority will establish two (2) shifts, generally, with the following starting times:

1st Shift	07:00-19:00
2nd Shift	19:00-7:00

**Section 4. Shift Assignments.** Employees may request shift assignments by signing up for a particular assignment on the bid sheet posted by the Chief of Public Safety. The Chief of Public Safety will then assign shifts based upon seniority. The bargaining unit members will be the first and primary responders for incidents that arise that require performance of their present job duties.

**Section 5. Training Time.** Periodically, all police officers shall be required to attend and complete certain training sessions. Training time will be scheduled on or after February 1<sup>st</sup>. Reasonable requests and special circumstances for use of paid leave occurring after February 1<sup>st</sup> will be considered on a case-by-case basis. Such mandatory training sessions shall, under the discretion of the Port Authority:

- (1) Be paid at the appropriate overtime rate, or
- (2) Be performed during regular duty time, or
- (3) Be paid at straight time in the situation in which an employee may be unable to report for duty because of injury but nevertheless may be able to take certain training and, with prior approval of the Port Authority, could be permitted to do so.

For purposes of this Section 5, the training officer may elect that overtime incurred as a result of time spent in training sessions as a training officer be paid as compensatory time, which, if elected, shall be applied to the annual cap set forth in Article 21.

**Section 6. Overtime.** Except where specifically indicated otherwise, hours worked in excess of a regularly scheduled shift of eight (8) or twelve (12) hours, or eighty (80) hours in a pay period, shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate. If an employee is called back to work, or called in on a scheduled day off, the Port Authority shall pay the employee for a minimum of four (4) hours at the appropriate rate of pay. No employee shall be ordered to work more than sixteen (16) consecutive hours on consecutive days unless, in the judgment of the Chief of Public Safety, an emergency exists. For purposes of this Section 6 and Section 7, an emergency shall not be deemed to include the unavailability of employees to fill a shift absence.

**Section 7. Procedure for Shift Absences.** Except as otherwise provided in this Agreement, opportunities to work as a result of absences shall first be distributed among the part-time employees according to the Part-Time Rotating List. This list shall be established according to seniority and hours worked. The part-time employee having the least number of hours on the list will be called first for the opportunity, and the employees called for shift absences will be rotated in this manner. If the list of part-time employees is exhausted without the absence being filled, a full-time employee will be called from the Full-Time Rotating List to fill the shift absence. The full-time employee having the least number of hours on the list will be called first for the opportunity and the employees called for shift absences will be rotated in this manner. If the Full-Time Rotating List is exhausted without the shift absence being filled, the Chief of Public Safety may require the employee currently on shift to fill the shift absence and/or require any other employee to provide the necessary coverage. In the event there is no employee available to work after exhausting the procedure set forth above, the Chief of Public Safety will

fill the shift absence as he deems necessary, including, but not limited to, other Port Authority employees and/or third parties. It is understood that this procedure applies to absences covered by this Section and will not be otherwise used to supplement the bargaining unit workforce, except as the contract may otherwise allow. If an employee is requested to fill a shift absence, and refuses the work, the employee will be charged with the hours declined. Employees who are on an approved leave of absence for fifteen (15) days or more shall be charged with the average number of hours charged during such time to employees on the rotating list. The Chief of Public Safety may require employees to work a shift assignment and/or overtime in emergency situations.

Section 8. Any part-time employee who fails to maintain a sufficient number of hours to maintain the required certifications will not be permitted to be placed on the part-time schedule or Part-Time Rotating List until he/she provides documentation that certification has been re-established.

## **ARTICLE 21**

### **COMPENSATORY TIME**

Section 1. 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 Chief of Public Safety in writing of the employee's desire at the time the overtime or holiday is worked.

Section 2. Employees may accumulate compensatory time up to an annual (calendar) maximum of sixty (60) hours.

Section 3. Compensatory time off may be taken only after receipt of prior approval from the Chief of Public Safety or his designee and will be scheduled so as not to interfere with the orderly operation of the department. If the scheduled use of compensatory time results in overtime, the person filling the overtime shift must take overtime pay and not compensatory time. All requests will be submitted, in writing, specifying the number of compensatory time hours the employee wishes to use to the Chief of Public Safety or his designee who shall either approve or disapprove the request and, if approved, will make the appropriate change to the work schedule. Compensatory time off requests that are denied shall be denied in writing. As much as practical, approval of comp time shall be granted on a first come, first serve basis. In the event two or more requests for the same time period are received simultaneously, seniority shall prevail. Unless agreed otherwise, all requests that create overtime must be submitted at least five (5) days in advance.

Section 4. For purposes of using compensatory time off, the first earned is the first used.

**ARTICLE 22**  
**HOLIDAYS**

Section 1. Non-probationary, full-time bargaining unit members shall be compensated for eight (8) hours of regular, straight time pay for the following holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	(third Monday in January)
Memorial Day	(last Monday in May)
Independence Day	July 4 <sup>th</sup>
Labor Day	(first Monday in September)
Thanksgiving Day	(fourth Thursday in November)
Christmas Eve Day	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

Section 2. For each holiday above, the full-time employee will be excused from work at the discretion of the Chief of Public Safety. If a holiday occurs while an employee is on vacation leave, the day shall not be charged against vacation leave.

Section 3. A full-time bargaining unit member who is scheduled to work on a holiday shall be paid at a rate of time and one-half for the first eight (8) hours of the scheduled shift and at a rate of double time for the final four (4) hours of the scheduled shift, in addition to his regular, straight time holiday pay when scheduled to work. A part-time bargaining unit member who is scheduled to work on a holiday shall be paid at a rate of time and one-half for the hours of such scheduled shift. Employees, whether full-time or part-time, who are scheduled to work on any holiday, who are then required to work continuous overtime shall be paid at a rate of double time for such overtime worked. If an employee, whether full-time or part-time, is called in to work on any holiday he shall be paid at double time for all hours worked and the full-time employee shall still receive his regular straight time holiday pay. A minimum of four (4) hours pay shall be guaranteed for holiday call-ins.

Section 4. To be eligible for holiday pay referenced in Section 1, the full-time employee must have worked or been on an approved paid leave, other than sick leave, for his full regularly scheduled work day before and after the holiday. However, if the employee is scheduled to work a holiday, but uses sick leave on the day prior to the holiday and is subsequently forced off work by the Chief or his designee on the holiday, the employee shall receive straight time pay for the holiday.

Section 5. For purposes of this Article 22, "holiday" shall apply to the shift beginning on the day on which the holiday is celebrated.

Section 6. Notwithstanding anything in this or any other Article, the Chief of Public Safety may schedule holiday assignments in such a manner to minimize overtime created.

**ARTICLE 23**  
**VACATION**

Section 1. Employees covered by this Agreement shall accrue monthly vacation which is paid at the employee's regular rate of pay based upon credited years of service, determined by the Port Authority, in accordance with the following schedule:

<u>Service</u>	<u>Vacation</u>
Less than 7 full years of service	.8333 days per full month worked
After 7 full years of service	1.25 days per full month worked
After 13 full years of service	1.6667 days per full month worked
After 23 full years of service	2.08333 days per full month worked

Section 2. Vacation scheduling shall be arranged with the prior approval of the Port Authority. All requests will be submitted, in writing, specifying the amount of vacation time the employee wishes to use to the Chief of Public Safety or his designee who shall either approve or disapprove the request and, if approved, will make the appropriate change to the work schedule. Vacation time shall be granted at the discretion of the Chief of Public Safety, with the order of preference being determined on the basis of seniority by classification, except that the Chief of Public Safety may schedule vacations in such a manner as to minimize overtime. Vacation requests that are denied shall be denied in writing. Vacation time may be used in increments of no less than two (2) hours. Unless agreed otherwise, all requests that create overtime must be submitted at least five (5) days in advance.

Section 3. Vacation may only be carried over with prior written approval of the Chief of Public Safety. Even with such approval, a maximum of forty (40) hours may be carried over up to one (1) year from the employee's anniversary date of the year in which the vacation was accrued.

**ARTICLE 24**  
**PERSONAL LEAVE**

Section 1. Employees who have completed their probationary period shall receive seven (7) paid personal leave days for each calendar year subsequent to the year in which the probationary period was completed.

Section 2. Paid personal leave may be taken only after receipt of prior approval from the Chief of Public Safety or his designee and, with the exception of third shift, will be scheduled so as not to create overtime. Personal leave may be used in increments of no less than two (2) hours. All requests will be submitted, in writing, specifying the number of personal leave hours the employee wishes to use to the Chief of Public Safety or his designee who shall either approve or disapprove the request and, if approved, will make the appropriate change to the work schedule. Personal leave requests that are denied shall be denied in writing. As much as practical, approval of personal leave time shall be granted on a first come, first serve basis. In

the event two or more requests for the same time period are received simultaneously, seniority shall prevail. Unless agreed otherwise, all requests that create overtime must be submitted at least seventy-two (72) hours in advance.

Section 3. Unused paid personal leave will not be carried over from year to year.

## **ARTICLE 25** **SICK LEAVE**

Section 1. Bargaining unit members shall accrue sick leave at a rate of ten (10) hours per month actually worked, not to exceed fifteen (15) days per calendar year. For purposes of accruing sick leave only, bargaining unit members will also accumulate sick leave during paid time off for vacations and holidays. Employees who were previously employed by a government agency within Ohio but were not compensated for accrued sick leave upon separation from employment with that agency may be credited with a maximum of (five) 5 days of sick leave for use during employment with the Port Authority.

Section 2: Sick leave may be granted in increments of no less than two (2) hours of absence upon approval of the direct supervisor for the following reasons:

1. Illness or injury to the employee whether work or non-work related;
2. Consultation or treatment of the employee by professional medical personnel whether work or non-work related;
3. To care for a child, parent or spouse with a "serious health condition" as permitted under the Family and Medical Leave Act ("FMLA") for no longer than thirty (30) days per calendar year; and
4. To arrange for and attend the funeral of an immediate family member, for up to three (3) work days. "Immediate family member" for purposes of this paragraph 4, means the employee's spouse, child, step-child, brother, sister, parent, step-parent, father or mother-in-law, son or daughter in-law, brother or sister in-law, step-sibling, grandparent or grandchild, aunt or uncle, a legal guardian or other person who stands in place of a parent. The usage of any sick leave to attend the funeral of an immediate family member as defined in this section shall not be counted against the employee for the purposes of earning sick leave incentive pay under Section 8 of this Article.

Section 3: A licensed physician's statement which details the nature of the illness and the necessity for leave for the entire period requested is required for all sick leave periods of more than three (3) consecutive work days. The Port Authority may require the employee to be examined by a licensed physician identified by the Port Authority or require further substantiation of the reason for leave. Failure to submit to the examination shall be grounds for discipline, up to and including discharge. Falsification of any documents or giving false verbal representations relating to sick leave is grounds for discipline up to and including discharge.

Section 4: Any bargaining unit member scheduled to work on a holiday, designated in this Agreement, who reports sick shall be charged the number of hours appropriate for his workday for the holiday.

Section 5: Bargaining unit members are encouraged to schedule doctor and/or dental appointments during off-duty hours.

Section 6. For compensable work-related injuries, bargaining unit members must elect between workers' compensation benefits under applicable Ohio law or use of sick leave. Changes to this election will not be retroactive.

Section 7. When appropriate, sick leave donation may be considered on a case-by-case basis through the labor-management committee. The labor-management committee may adopt reasonable and fair rules regarding sick leave donation. When such donation is approved by the labor-management committee, bargaining unit employees may donate sick leave as well as vacation time and other earned leave.

Section 8. Bargaining unit employees are eligible for sick leave incentive pay based upon the number of sick days taken in a rolling twelve (12) month period, measured backward from December 1 in accordance with the following schedule:

<u>Number of Sick Days Taken</u>	<u>Incentive</u>
0	\$650 or five (5) days off
1	\$400
2	\$300
3	\$200

Any incentive days off may be taken only after receipt of prior approval from the Chief of Public Safety or his designee, be granted in increments of no less than two (2) hours, and will be scheduled so as not to create overtime.

Section 9. Limited Duty During Leave. Any employee on an approved sick or injury leave may, at the Port Authority's discretion, be required to work or be assigned to other duties, or limited duties, during any period, or portion of the period, of disability. The Port Authority may require medical certification regarding the employee's ability to perform the assigned tasks. Assignments under this Section shall not be subject to the Grievance Procedure but may be discussed at Labor Management Committee meetings.

Section 10. MEDICAL LEAVE OF ABSENCE: An employee who has exhausted his/her eligibility for Family and Medical Leaves under Article 26 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 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 the employee's serious health condition, including pregnancy.

**ARTICLE 26**  
**FAMILY AND MEDICAL LEAVE**

Section 1. 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..

**ARTICLE 27**  
**MILITARY LEAVE**

Section 1. The Port Authority shall comply with applicable state and federal laws concerning an employee's service in the United States Armed forces.

**ARTICLE 28**  
**JURY DUTY/COURT TIME**

Section 1. Any employee who is summoned for jury duty and who performs such service shall be paid his usual straight time hourly rate for the time actually spent serving for up to eight (8) hours in a day during his regularly scheduled shift. In order for the employee to receive pay under this Article, he must secure a certificate from the Clerk of Courts in which he served attesting to the fact that the employee was required to serve jury duty and verifying the amount of time spent by the employee doing so. The employee shall remit to the Port Authority any compensation paid to the employee by the Court for jury duty.

Section 2. Any employee who represents the Port Authority at a proceeding in a court of law while off-duty shall receive compensation or compensatory time at the overtime rate for all time spent, with a minimum of two (2) hours. If an employee's court appearance starts within two (2) hours of the end of his shift or within two (2) hours of the start of his shift, he shall receive continuous time. The employee shall remit any witness fee paid to him to the Port Authority.

**ARTICLE 29**  
**HEALTH INSURANCE**

Section 1. The Port Authority will provide group health insurance benefits to 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. Either the Port Authority or the Union may request the Labor Management Committee to meet and consider the impact of changes to health insurance coverage.

Section 2. In cases of hardship, the Port Authority may advance to the employee or family member covered under the Employer's health insurance money to cover the cost of prescription drugs. In order to qualify, the prescription drug must be prescribed for a serious health condition and the cost of the prescription drug must exceed fifteen (15) percent of the employee's weekly gross pay. In the event the Port Authority advances money to cover the cost of a prescription drug, the employee's share of twenty (20) percent will be deducted from the employee's next paycheck.

**ARTICLE 30**  
**LIFE INSURANCE**

Section 1. The Port Authority shall maintain group life insurance for full-time Union employees in the amount of \$30,000.

**ARTICLE 31**  
**RETIREMENT AND SEVERANCE PAY**

Section 1. Bargaining unit members hired after August 1, 1983 who retire into the Public Employee Retirement System ("PERS"), who die while still employed by the Port Authority or whose job is eliminated in a reduction in force shall receive payment based on accrued but unused sick days in accordance with the following schedule:

**Schedule 1**

1-3 full years of service with the Port Authority	5 days pay
4-6 full years of service with the Port Authority	10 days pay
7-10 full years of service with the Port Authority	15 days pay
11-15 full years of service with the Port Authority	20 days pay
Over 15 full years of service with the Port Authority	30 days pay

**OR**

**Schedule 2**

<u>Years of Port Authority Service</u>	<u>Percentage</u>	<u>Up to Maximum of Sick Days</u>
7-10 full years of service	50%	30 days
11-15 full years of service	50%	40 days
16-20 full years of service	50%	50 days
More than 20 full years of service	50%	60 days

Section 2: An employee who retires, who dies while still employed by the Port Authority, whose job is eliminated in a reduction in force or who is otherwise terminated shall receive payment for any earned but unused vacation.

Section 3: An employee who retires, who dies while still employed by the Port Authority, whose job is eliminated in a reduction in force or who is otherwise terminated shall receive payment for accumulated compensatory time.

## **ARTICLE 32**

### **TUITION REIMBURSEMENT**

Section 1. Reimbursement Eligibility. 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 and at the sole discretion of the Director of Airports. The Port Authority will only consider request for tuition reimbursement when the Director of Airports determines that the courses of study are directly related to the employee's present Port Authority job and will enhance the employee's performance of current Port Authority duties.

Section 2. Conditions for Reimbursement. 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.

Section 3. Rate of Reimbursement. Employees are required to attend either the University of Toledo or Owens Community College in order to receive course reimbursement at the actual tuition rate per credit hour. If neither the University of Toledo nor Owens Community College offers a particular course, the employee may take that course at any university, college or other pre-approved institution of learning, but tuition reimbursement will be limited to \$220 per credit hour. Employees will be reimbursed for tuition only. An employee will be reimbursed only if the employee actually completes the course and receives a grade of "C" or better and "pass" for a "pass/fail" course. Reimbursement is limited amounts actually incurred or expended by the employee for tuition and does not include amounts that employees receive as reimbursement from outside sources, or scholarships.

**ARTICLE 33**  
**WAGES**

Section 1. Effective January 1, 2016, Employees shall receive the rates of pay set forth in "Appendix B" which is attached hereto and made a part of this Agreement. It is agreed by both parties that prior to December 31, 2016 and December 31, 2017, there will be a contract re-opener to negotiate wages effective January 1, 2017 and January 1, 2018, respectively. All sergeants will receive a five percent (5%) premium over the applicable patrolmen hourly rate. The captain/lieutenant will receive a fifteen percent (15%) premium over the applicable patrolmen hourly rate. All wages will be rounded to the nearest cent.

Section 2. All employees working second shift, or any shift other than a regularly assigned shift not subject to overtime pay, shall receive fifty cents (\$.50) per hour in addition to their hourly wage.

Section 3. Employees who have a state-issued EMT certificate shall receive an additional fifty cents (\$.50) per hour in addition to their hourly wage for as long as they retain their EMT certification.

Section 4. Employees who also serve as training officers shall receive an additional fifty cents (\$.50) per hour in addition to their hourly wage. Training officers are permitted, with prior approval from the Chief of Public Safety, to designate other employees covered by this Agreement as instructors on specific subjects. Any employee who serves as an instructor in this manner shall be paid an additional fifty cents (\$.50) per hour for the time spent as an acting instructor.

Section 5. A uniform allowance of \$600.00 for full-time employees and \$400.00 for part-time employees shall be paid on the first payday after March 1 for the preceding calendar year to pay for the expenses of dry cleaning and replacement of uniforms and equipment. A calendar year is defined as the time period beginning on January 1 and ending on December 31. Officers employed less than one full calendar year shall receive a uniform allowance which is prorated on the basis of length of employment in the preceding calendar year as set forth in the following schedule:

9-12 months:	\$600.00
5-8 months:	\$400.00
less than 5 months:	\$0.00

The Port Authority shall provide a bullet proof vest to each employee and shall replace the bulletproof vests in accordance with the manufacturer's warranty.

**ARTICLE 34**  
**SAVINGS CLAUSE**

Section 1. If any provision of this agreement is found to be unlawful by any court of law, or invalid by any tribunal of competent jurisdiction, such provision only shall be of no further force and effect. The Parties agree to reopen negotiations for the purpose of negotiating lawful or valid alternative language for the provision found to be unlawful or invalid.

**ARTICLE 35**  
**ENTIRE AGREEMENT**

Section 1. The Parties acknowledge that during the negotiations which resulted in this Agreement, they had the unlimited right and opportunity to make proposals and negotiate over any subject matter not removed by law from collective bargaining and that the understanding and agreements arrived at by the Parties after the exercise of those rights are set forth in this Agreement.

**ARTICLE 36**  
**TERM OF AGREEMENT**

Section 1. This Agreement shall be in effect from January 1, 2016 and shall expire on December 31, 2018. Should either party desire to terminate or modify the Agreement, that party should give written notice to the other party at least sixty (60) calendar days prior to the expiration date of this Agreement or the Agreement shall automatically renew for a period of one (1) year and for a one (1) year period thereafter until such notice is given.

**Toledo-Lucas County Port Authority**

By: Page 2: [Signature]  
Thomas L. [Signature]  
[Signature]

**Ohio Patrolmen's Benevolent Association**

By: [Signature]  
E. Kaise

Approved as to Form: \_\_\_\_\_

Approved as to Content: \_\_\_\_\_

## APPENDIX A

### ALCOHOL AND DRUG TESTING POLICY FOR THE SAFETY UNIT

#### A. Purpose of an Alcohol and Drug Testing Policy

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.

#### B. Types of Tests

Alcohol and drug tests will be performed in the following circumstances:

1. Pre-Employment
2. Post-Accident
3. Reasonable Suspicion
4. Random
5. Post-shooting/firearms discharge
6. Return-to-duty
7. Follow-Up

Pre-Employment Testing. Applicants applying for the position of patrolman must submit to an alcohol and drug test during the pre-employment physical. Only those applicants who receive a negative alcohol and drug test result will be considered further for the position.

Post-Accident Testing. An employee will be subject to alcohol and drug testing following an accident, which is defined by any of the following incidents:

1. The employee is involved in an incident that involves a fatality;
2. The employee is involved in an incident that requires the employee or any other individual to receive medical treatment away from the scene of the incident due to the incident;
3. The employee is at fault for a vehicular accident; or
4. The employee is involved in an incident that resulted in damage to any vehicle.

An employee who is subject to a post-accident test must remain available for testing. The employee must submit to an alcohol test within two (2) hours following the accident and shall not consume any alcohol for eight (8) hours following the accident. Likewise, the employee must submit to a drug test within thirty-two (32) hours following the accident. An employee who leaves the scene of the accident before the test is administered or who does not otherwise make himself/herself readily available will be deemed to have refused to be tested and such refusal will be treated as a positive test result.

Reasonable Suspicion Testing. An employee will be required to submit to an alcohol and/or drug test when there is reasonable suspicion that the employee has engaged in prohibited conduct as set forth in this policy. Reasonable suspicion shall be based upon observations concerning the employee's appearance, behavior, speech or body odor.

Reasonable suspicion testing is authorized by this section if the observations are made during, just preceding, or immediately after the employee's shift.

Supervisors and/or members of management will be trained to recognize the usual symptoms resulting from alcohol and drug use for purposes of reasonable suspicion testing. In the event of reasonable suspicion testing, the supervisor or member of management will document in writing who is to be tested, when the test will occur, and why the test was ordered. The employee will be given sufficient time to read the written documentation prior to the test. The employee must take the test within two (2) hours of the notification and will be permitted to have a Union representative present, if requested, to review the written documentation; however, the testing will not under any circumstance be delayed past the two (2) hour period of time to allow the attendance of, or review by, the Union representative.

Random Testing. The Port Authority shall maintain a current list of all of the Port Authority employees required to participate in random testing under this policy. The random selection system shall provide an equal chance for each employee to be selected each time random selection occurs. A minimum of fifty percent (50%) of employees will be tested each calendar year for drugs and a minimum of ten percent (10%) of employees will be tested each calendar year for alcohol. Random selection, by its very nature, may result in some employees being tested more than once during a calendar year.

If an employee is randomly selected for either an alcohol or drug test, the Port Authority will notify the employee during his/her scheduled shift. Once notified, the employee must proceed directly to the testing site and comply with all directions given at the collection site. Failure to cooperate with the testing site personnel will constitute a refusal to test, which will be treated as a positive result.

Post-Shooting/Firearms Discharge Testing. An employee will be subject to an alcohol and/or drug test following a discharge of the employee's firearm for any reason other than a discharge that occurs during a training and/or qualifying activity, or a discharge of an animal,

unless the Port Authority determines that circumstances surrounding a firearms discharge during the training or qualifying activity necessitate an alcohol and/or drug test.

Return-to-Duty Testing. An employee who is afforded the opportunity to return to work after engaging in prohibited conduct must undergo return-to-duty alcohol and/or drug testing, with a result indicating an alcohol concentration of less than 0.02 and a drug test with a verified negative result, as applicable.

Follow-Up Testing. An employee who is afforded an opportunity to return to work will be subject to unannounced follow-up alcohol and/or drug testing. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional (SAP) but will consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty, up to sixty (60) months following the return to duty.

### C. Refusal to Test

The refusal to submit to any alcohol or drug test at all or within a reasonable period of time, the failure to provide adequate breath or urine for testing without a valid medical reason, engaging in conduct that obstructs the testing process, the failure to sign the alcohol or drug testing form(s), the refusal in any way to cooperate in the alcohol/drug testing procedure, or leaving the scene of an accident before post-accident testing is performed (except when necessary for medical treatment), are among some of the actions which constitute a refusal to submit to a test. The consequences for the refusal to submit to a test are the same as if the test was positive.

### D. Testing Procedures

All tests will be performed at a designated testing site using a certified lab. Employees must present picture identification to the testing site personnel prior to the test being performed. The collection site technician is responsible for maintaining the integrity of the specimen collection and transfer process, for the chain of custody, for quality control, for carefully ensuring the modesty and privacy of the employee, for assuring confidentiality and accuracy of results, and for avoiding any conduct or remarks that might be construed as accusational, offensive, or inappropriate. The Port Authority maintains confidentiality of the test results and records to the fullest extent possible in accordance with applicable law.

Alcohol Testing. Alcohol testing will be performed at the designated testing site using an evidential breath-testing device. The employee must follow all instructions given by the breath alcohol technician. An employee will be considered to have tested positive for alcohol if ~~he/she tests at an alcohol concentration of .04 or greater and will be disciplined as set forth in section E of this policy.~~ An employee who tests at an alcohol concentration of at least .02 but less than .04 will be immediately removed from all duties as set forth in section E of this policy.

Drug Testing. Drug testing will be performed at the designated testing site through urinalysis using the split sample method. All drug samples will be tested for chemical adulteration, marijuana, phencyclidine (PCP), opiates (including heroine), and cocaine. The lab will confirm all samples that test positive before such results are released to the Port Authority. Testing will be conducted in a manner to ensure that an employee's legal drug use does not affect the test results. Any sample that is adulterated or is shown to be a substance other than urine will be reported to the Port Authority and treated as a positive result.

#### **E. Prohibited Conduct and Consequences**

The Port Authority retains the full and sole discretion to apply discipline, up to and including termination, for any violation of this policy. The following results could occur, although the Port Authority may modify any of these consequences at its discretion:

1. Alcohol concentration is less than .02: the employee will be permitted to resume duties.
2. Alcohol concentration is .02 or greater, but less than .04: the employee 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 employee will be immediately removed from all duties and referred to a substance abuse counselor for evaluation; (b) The employee will be subject to discipline, up to and including termination, and/or rehabilitation; (c) If the employee 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; (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; (e) If the employee completes rehabilitation as a condition of reemployment, 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.

4. Second occurrence of a positive drug test or alcohol test with concentration levels of .02 or greater: The employee will be terminated, regardless of the lapse in time between the occurrences.
5. Other violations of this policy not specifically identified above will result in discipline, up to and including termination, to be determined at the sole discretion of the Port Authority.

#### **F. Voluntary Participation in a Rehabilitation Program**

An employee who is experiencing problems resulting from alcohol and/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 an employee is offered rehabilitation by the Port Authority as a condition of re-employment after testing positive for alcohol and/or drugs. The Port Authority will determine the employee's eligibility for leave for the duration of the counseling program. Counseling will be kept confidential to the extent permitted by law. An employee who has completed voluntary participation in a dependency program and permitted by the Port Authority to return to work must follow return-to-duty and follow-up testing procedures. An employee 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.

#### **G. Prescription Medication**

An employee who is taking prescription or over-the-counter medication that might affect the results of the test must notify the lab technician at the designated testing site prior to the test being administered.

Further, employees must notify their supervisor of any prescription or over-the-counter medication that may affect their ability to perform their duties so that a determination may be made by the Port Authority as to whether the employee should be placed on a leave of absence. Failure to notify the Port Authority of medication that the employee knows may affect their ability to perform their duties will subject the employee to discipline, up to and including termination.

#### **H. Grievance Procedure**

Any disputes with respect to the application of this policy shall be subject to the grievance procedure.

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**APPENDIX B  
WAGE RATES**

**FULL-TIME PATROLMEN (hired after August 1, 1997)**

EFFECTIVE DATES	01/01/16		01/01/17		01/01/18	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Starting Salary	\$20.93	\$43,534.40				
*STEP 1 (Year 2)	\$22.22	\$46,217.60				
STEP 2 (Year 3)	\$23.31	\$48,484.80				
STEP 3 (Year 4)	\$24.26	\$50,460.80				
STEP 4 (Year 5)	\$25.09	\$52,187.20				
STEP 5 (Year 6)	\$25.86	\$53,788.80				
STEP 6 (Year 7)	\$26.61	\$55,348.80				

\* Step increases take effect on an employee's anniversary date. "Years" are defined in terms of years of full service with the Port Authority.

**FULL-TIME PATROLMEN (hired before August 1, 1997)**

EFFECTIVE DATES	01/01/16		01/01/17		01/01/18	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
	\$26.97	\$56,097.60				
(2%)	\$27.51	\$57,220.80				

**PART-TIME PATROLMEN**

EFFECTIVE DATES	01/01/16		01/01/17		01/01/18	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Starting Salary	\$20.12	\$41,849.60				
*STEP 1 (Year 2)	\$21.35	\$44,408.00				
STEP 2 (Year 3)	\$22.40	\$46,592.00				
STEP 3 (Year 4)	\$23.31	\$48,484.80				
STEP 4 (Year 5)	\$24.12	\$50,169.60				
STEP 5 (Year 6)	\$24.85	\$51,688.00				
STEP 6 (Year 7)	\$25.58	\$53,206.40				
STEP 7 (Year 8)	\$26.35	\$54,808.00				

\* Step increases take effect on an employee's anniversary date. "Years" are defined in terms of years of full service with the Port Authority.

**SERGEANTS (hired before August 1, 1997)**

**Sergeants Base is 5% above Applicable Full-Time Patrolmen's Base**

EFFECTIVE DATES	01/01/16		01/01/17		01/01/18	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
	\$28.32	\$58,905.60				
(2%)	\$28.89	\$60,091.20				
(4%)	\$29.47	\$61,297.60				

**LIEUTENANT/CAPTAIN (hired before August 1, 1997)**

**Lieutenants Base is 15% above Applicable Patrolmen's Base**

EFFECTIVE DATES	01/01/16		01/01/17		01/01/18	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
	\$31.02	\$64,521.60				
(2%)	\$31.64	\$65,811.20				