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*AGREEMENT*

*AFCO AirPORTS MANAGEMENT, LLC*

*AND*

*INTERNATIONAL ASSOCIATION OF FIREFIGHTERS*

*LOCAL I-65*

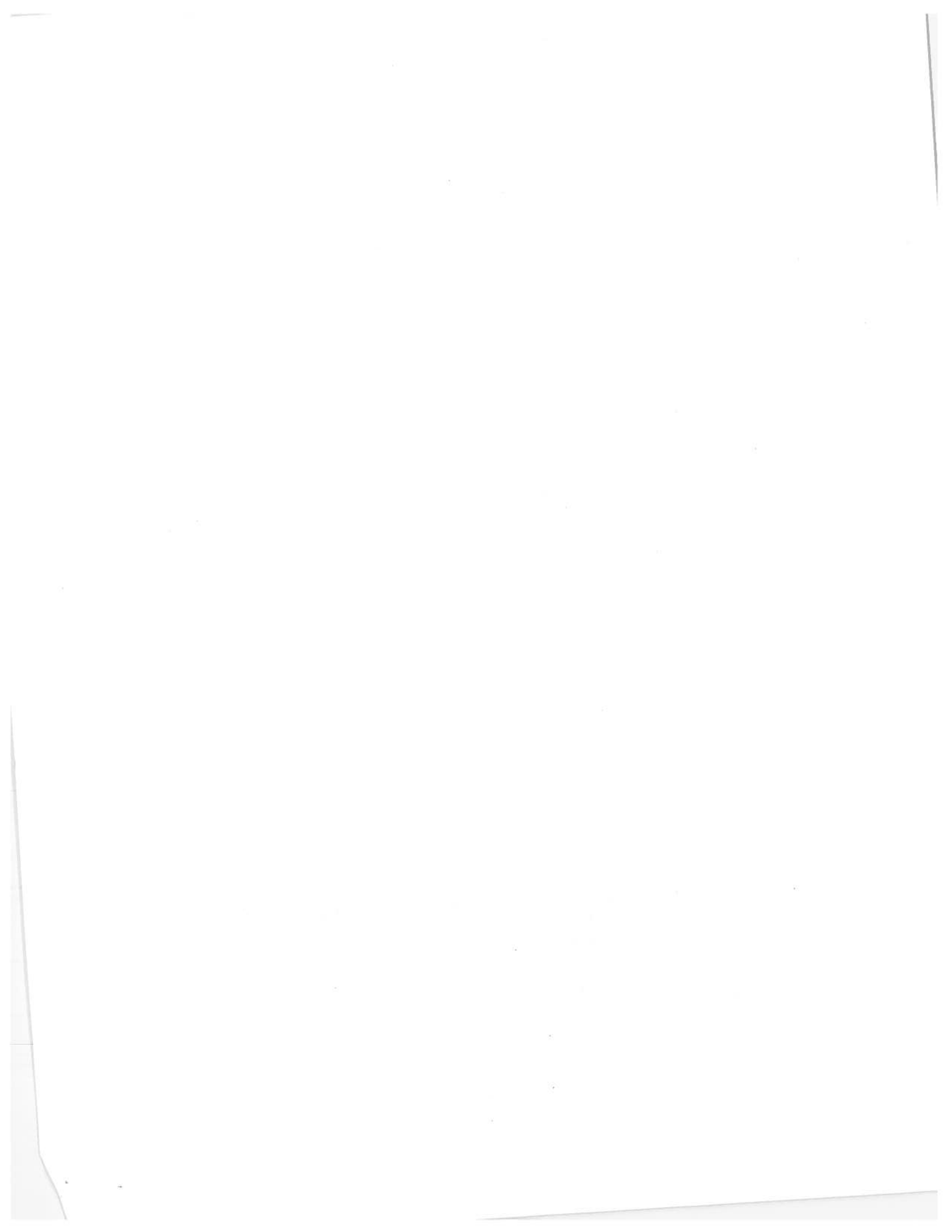
*ALBANY, NEW YORK*

**FEBRUARY 1, 2011**

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## Preamble

This Agreement, entered into by and between AFCO AvPORTS Management, LLC (hereinafter referred to as "AvPorts" or the "Company"), with the terms "AvPorts" and "Company" as used throughout this Agreement referring only to the Company's operations at Albany International Airport in the classifications set forth in Article 1 covered by this Agreement and the International Association of Firefighters (IAFF), Local I-65 (hereinafter referred to as the "Union"), evidences the desire of the parties heretofore to promote and maintain harmonious relations between the Company and its employees, and the Union as their Representative, and to promote an efficient and effective operations.



## Article 1

### Recognition and Jurisdiction

For the period of this Agreement, the Company recognizes the Union as the exclusive representative for the purposes of collective bargaining and representation with respect to rates of pay, hours of employment, and working conditions of employees of the Company, as they are herein defined. The word "employee" or "employees" as used in this Agreement, shall mean all persons employed in classifications covered under this Agreement as set forth in Attachment A or other classifications as may be established by the Company in the future which are covered under this Agreement.

## Article 2

### Period of This Agreement

(A) This Agreement shall become effective 12:01 AM on April 1, 2011 and shall remain in full force and effect through 11:59 PM on March 31, 2014. The Agreement shall be subject to change by service of notice as required by the National Labor Relations Act. Notice of desired change by either party shall be served on the other party no less than sixty (60) days prior to the date of expiration of this Agreement set forth above. In the event of a failure of the parties to reach an agreement upon modifications or amendments by midnight March 31, 2014, or by midnight on March 31, of any subsequent yearly period for which this Agreement remains in full force and effect, either party may request the services of the Federal Mediation and Conciliation Service to assist the parties in negotiations. The recommendations of the Federal Mediation and Conciliation Services Administration will not be binding upon the parties.

Notwithstanding the foregoing paragraph, the terms of this Agreement shall not go into effect until the beginning of the pay period following receipt by the Company from the Union of written notice of ratification of the Agreement, except: (1) for retroactive application of wage increases as set forth in Appendix B and (2) as specifically stated in this agreement.

(B) Any notice given under this Section shall be deemed to be served when mailed, postage prepaid, certified mail, return receipt requested, to the Director of Human Resources, AvPorts, P.O. Box 16860, Washington, D.C., 20041-6860 for service upon the Company and when similarly mailed to the Union President. Local I-65, IAFF, PO Box 13171, Albany, New York 12212, for service upon the Union or such other address as may be designated by either party upon written notice to the other party. The date of receipt shown on the certified mail return receipt shall be the controlling date for all purposes under this Agreement.

(B) The Company shall not issue any rule or policy that is in conflict with any provision of this Agreement. The Union shall have the right to grieve and arbitrate any Company rule or policy that is, in its opinion, in conflict with any provision of this Agreement.

(A) Except as limited by a specific provision of this Agreement, the Company shall continue to have the right to manage the worksite and direct the working forces, including the right to establish qualifications for job classifications and to determine the qualifications of employees, the right to direct, plan and control worksite operations (with the exception of emergency scene control), to schedule working hours and the number of hours per day and shifts to be worked, the right to hire, assign, promote, suspend, discipline, or discharge employees for just cause or to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved facilities, the materials or equipment to be used, the discontinuance of any material or methods of operation, to manage the worksite efficiently, to subcontract work, the preparation of any and all production time records or other similar forms and records, including, but not limited to the use of a Biometric time clock system, the establishment, revision and implementation of reasonable Company rules and regulations necessary for properly conducting its business, including, but not limited to, an attendance policy, drug/alcohol testing policy, or smoking policy, which are not contrary to this Agreement, are vested exclusively in the Company subject to the provisions of the Agreement. However, it is agreed that any company smoking policy shall be limited to the workplace only. The Company's failure to exercise any function reserved to it shall not be deemed to be a waiver of any such right.

Management Rights

Article 4

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of the terms and conditions herein. This does not preclude the Company and the Union, however, from entering into a side agreement(s) in writing to modify the terms of this Agreement.

Waiver

Article 3

## Article 5

### Strikes and Lockouts

It is agreed that during the term of this Agreement, neither the Union, its officers or members shall instigate, call, sanction, participate in any strike (sympathy or otherwise), sit down, sit in, walk out, slow down, stoppage, or any concerted effort to curtail work performed at Albany International Airport. Any employee acting in violation of the foregoing may be subject to termination. Despite the foregoing, however, an employee shall not be required to cross a picket line if it presents imminent danger to the personal safety of the employee. In such event, an employee shall be required to contact his supervisor to advise of same, at which time, it shall be the obligation of the Company to take appropriate precaution to provide safe passage to work, or conversely, to excuse the employee from work.

During the term of this Agreement, the Company agrees that it will not cause or engage in any lockout connected with the Company's operations or operating activities.

## Article 6

### Responsibility and Cooperation

(A) The Company and the Union agree with the objectives of maintaining a productive, effective, safe and healthy work environment. Moreover, the Company and the Union agree to conduct themselves in such a manner so as to promote a spirit of cooperation between them to achieve these objectives. It is recognized that the Company and the Union, as well as the employees covered under the terms of this Agreement, are obligated individually and collectively to perform in an honest and efficient manner in furtherance of these objectives. The responsibility for success rests equally with the Company, the Union, and the employees covered under the terms of this Agreement.

(B) Furthermore, the Union agrees to advise its members to report to the Company, through the proper chain of command, any serious acts such as threats of sabotage, theft, willful damage to property, time card or worker compensation fraud, and the Company will take, upon notification, appropriate action.

## Article 7

### Separability and Savings Clause

(A) Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, government regulation or by a decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement

(A) The Company and the Union agree not to discriminate against any persons covered by this Agreement on account of race, color, national origin, sex, age, religion, personal disability, veteran status, union affiliation, or any other classification protected by law. It is further agreed not to discriminate against an employee or applicant for employment because of physical or mental disability with regard to any position for which the employee or applicant is qualified. The Union understands that the Employer has a commitment to act affirmatively in providing access to employment, benefits, and other provisions of the contract as stated herein above. The sole and exclusive remedy for any controversy or claim arising out of or relative to the foregoing non-discrimination provisions, including, but not limited to claims arising under Title VII of the civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1973 (which prohibits discrimination on the basis of color, national origin, race, religion, and sex), the Age Discrimination in Employment Act (which prohibits discrimination against persons 40 years of age or older because of age), The Equal Pay Act (which prohibits sex based differentials in wages for performing equal work), the Pregnancy Discrimination Act (which prohibits discrimination on the basis of pregnancy or capacity to become pregnant), the New York Human Rights Law (which prohibits discrimination on the basis of race, color, creed, sex, age, disability, national origin, marital status, conviction or arrest record, genetic predisposition, military status, or sexual orientation), the Americans with Disabilities Act (which prohibits discrimination against qualified individuals with disabilities, a history of disability, a perceived disability, or persons because they have a known association or relationship with an individual with a disability) any other federal or state statutes, and any federal or state common law or decisional law, shall be pursuant to the grievance procedure and mediation provisions of this Agreement. Only after such matter has been advanced through the grievance procedure and mediation can the matter be advanced to either arbitration or to a federal and/or state administrative agency.

In disputes involving statutory rights, the relevant statute's limitations period shall govern the time for filing a grievance under the grievance, mediation and arbitration provisions of this Agreement.

(B) The parties agree that discrimination of any kind and sexual harassment will not be tolerated in the workplace.

Non-Discrimination

Article 8

shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

(B) Should any provisions(s) of this Agreement become invalid, the parties agree to meet within thirty (30) days to negotiate new contract language to replace the provision(s) which was invalidated.

(C) The use of the words he and him and she and her shall each respectively refer to both genders.

(D) All new applicants for employment shall be subject to a comprehensive background check, as determined by the Company or regulatory agency, including but not limited to a criminal, driving and credit history records check, and a medical screening to determine fitness for duty, and the applicants shall sign all required and necessary authorization forms presented by the Company to approve such background checks and medical screening.

## Article 9

### Bargaining Unit Work

It is understood and agreed that the Company, to the extent that it performs the work covered by the terms of this Bargaining Agreement with its own employees, will assign such work to employees covered by this Agreement. Management and other employees not covered by this Agreement will not perform bargaining unit work performed by employees in classifications listed in this Agreement except as follows:

(A) In bona fide emergencies, work which calls for immediate action to avoid serious interruption in airport operations or immediate action to protect life and property.

(B) While in the process of training bargaining unit employees.

(C) The work referred to in sub-paragraphs A and B above shall be turned over to the appropriate employees in the classifications listed in this Agreement as soon as they can be made available. Further, it is not the intent of the Company to use non-bargaining unit personnel for the purpose of reducing or transferring work ordinarily performed by employees represented under this Agreement. Work performed under A and B above will be completed by qualified employees or a qualified service.

(D) Safety related work may be performed by other employees, management, or other organizations. The Union agrees to work harmoniously with others in regard to safety related work.

(E) It is understood that the Company is a subcontractor to the Albany County Airport Authority and, as such, the Company has no authority over a decision made by the Albany County Airport Authority to subcontract work.

In the event the Company establishes a new classification covered by this Agreement, the Company shall meet with the Union to negotiate a wage rate for such new classification within ten (10) days.

Article 10

New Job Classifications

Employees shall be listed as: regular full-time, temporary or probationary.

(A) Regular Full-Time Employee: A regular full-time employee is an employee who has successfully completed a probationary period and is scheduled to work a forty (48) hour workweek, and is entitled to full benefits provided by this Agreement.

(B) Temporary Employees – Should the Company seek to introduce temporary employees, the Company will negotiate with the Union the terms and conditions of such employment.

(C) Non Qualified Employee: A non qualified employee is one who is hired with the expectation that the employee shall become a regular employee upon the successful completion of the Company probationary period and the Union probationary period.

(D) Probationary Periods

1. Company Probationary Period: The length of the Company probationary period for an employee in full-time status shall be the first three months of employment. An employee during this period is subject to termination at the Company's discretion without recourse to the grievance procedure.

2. Qualification Probationary Period: The length of the qualification probationary period is one year. Within this period, the non qualified employee will accept enrollment in the first available school. Failure to pass all tests within that year or a failure of the written test on a second attempt will subject the employee to termination at the Company's discretion without recourse to the grievance procedure.

3. Union Probationary Period: The length of this Union probationary period is 180 calendar days of employment. Upon completion of this period, the employee shall gain seniority rights retroactive to his date of hire. Furthermore, a Union probationary employee shall not be eligible to participate in the grievance procedure except in matters concerning pay.

## **Article 12**

### **Collective Bargaining**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining. Consequently, the Company and the Union for and during the term of this Agreement voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as otherwise provided in this Agreement. Nothing contained in the above paragraph shall preclude the parties from making alterations or amendments to this Agreement, in writing, provided there is mutual consent thereto.

## **Article 13**

### **Company-Union Relations**

#### **Section 1 – Union Representatives**

(A) As designated by the Union, there shall be Union Representatives communicated to the Company in writing. The Union will notify the Company in writing of changes in Union Representatives, including the names of the new Union Representatives and the effective dates of any changes.

(B) It is agreed that Union Representatives have full-time work to perform as assigned by the Company and that the contacts on Company time, which are provided for in this Section, will be no more frequent and no longer than the matters for discussion reasonably require. If the Union Representatives find it necessary to leave the immediate work area, the Union Representatives shall first request and receive permission from their immediate Supervisor.

(C) The Union President or designee will be permitted to take the necessary time off work with pay after receiving advance management approval for Company-Union business. The Company will not unreasonably withhold its approval for Company-Union business as follows:

1. For discussion with management regarding grievances of employees at a mutually agreeable time, and for reasonable periods of time to investigate specific grievances.
2. For discussion on Company premises (with Company approval which shall not be unreasonably withheld) with the Union's Professional Representative, when such Union's Professional Representative finds it necessary to contact the Union Representatives regarding the administration of this Agreement.
3. For a mutually agreed upon airport firefighting, rescue conference or other training venues.

(D) The Union President or designee will be permitted to take a maximum of 96 hours time off without pay (per year) to attend and participate in legitimate Union business subject to operational requirements.

#### Article 14

#### Deductions from Earnings for Union Dues

(A) Upon receipt of a signed authorization from the employee involved, the Company will deduct from the employee's wages and turn over to Local I-65 of the Union an amount necessary to satisfy the initiation fees and periodic dues of each such employee as well as deductions for any insurance obtained through the Union during the period provided for in said authorization. Any amount to be deducted will be certified by the Treasurer of the Union. Probationary employees covered by this Agreement shall be or become members of the Union promptly following successful completion of the employees' probationary period and all such employees shall thereafter maintain membership for the duration of the Agreement as a condition of continued employment.

(B) These deductions shall be made on a pay period basis, only in accordance with instructions upon authorization cards that shall be in a form mutually agreed to between the Company and the Union. In order to be effective, the authorization cards shall be delivered by the Union to the Company's Human Resources Department at Albany International Airport.

(C) The payroll deductions shall begin as soon as is practical upon receipt by the Human Resources Department of an authorization card.

(D) The Company's obligation to make these deductions shall terminate in the event an employee shall cease to be an employee or upon receipt by the Company of written revocation by the employee of the authorization card.

(E) Deductions provided in this Article shall be remitted to the Treasurer of the Union no later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month.

(F) The Company assumes no obligation with respect to the obtaining of authorization cards, it being understood that this is the sole duty and obligation of the Union.

(G) The Company, upon receipt of written notice from the Union that membership in the Union has been denied or terminated with respect to any employee covered by this Agreement because of his or her failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, shall, within ten (10) calendar days from the receipt of such notice, discharge such employee, unless during such ten (10) calendar days the employee tenders to the Union

his or her said periodic dues and initiation fees; provided, however, that the Company shall not be required to discharge any employee for non-membership in the Union:

(1) If the Company has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or

(2) If the Company has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

(H) The Union agrees that it shall indemnify the Company and hold the Company harmless from any and all claims, demands, suits, awards, judgments, or other forms of liability, including attorney's fee and court costs incurred by an employee or awarded to an employee or employees against the Company that arise out of this Article or by reason of any action taken or not taken by the Company by virtue of this Article.

## **Article 15**

### **Section 3 – Union Security**

It is agreed that on the thirtieth (30) day following the beginning of employment of an employee represented under this Agreement, or the effective date of this agreement, whichever is later, membership in the Union shall be a condition of employment. As a condition of employment, all members will maintain their good standing in accordance with the bylaws and constitution of the Union.

## **Article 16**

### **Section 4 – Bulletin Board**

The Company shall provide a bulletin board in the work area for the purpose of posting notices from the Union.

## **Article 17**

### **Solicitation of Membership**

Employees and Union Representatives will not solicit Union membership on Company time.

Article 18

Grievance Procedure

For the purpose of this Agreement, the term "grievance" means any dispute between the Company and the Union concerning the effect, interpretation, application, claim or breach or violation of this Agreement.

Any such grievance shall be settled in accordance with the following grievance procedure:

Step 1 The employee shall discuss the issue with the Chief with a view toward resolving the issue within 10 calendar days of the occurrence causing the grievance.

Step 2 If no satisfactory settlement is reached at Step 1, the Union Representative for the aggrieved employee shall take the issue to the Chief within 10 days. The Chief must respond in writing within 10 days.

Step 3 If no satisfactory settlement is reached at Step 2, then upon receipt of the Chief's answer, or if the Chief does not provide a timely written response, whichever comes first, the Union Representative shall call in the Union President who shall meet with the Airport Manager within 10 calendar days.

Step 4 In the event the grievance is settled, such settlement shall be reduced to writing. In the event the grievance is not settled in a manner satisfactory to the grieving party (Union or Company) within ten (10) calendar days of the Step 3 meeting or receipt of a written answer, whichever comes earlier, the grieving party has the right and authority to submit such grievance or dispute to mediation and/or arbitration in the manner hereafter provided.

General grievances affecting the employees in the bargaining unit as a whole and discharge grievances may be initiated by the Union Officer directly at Step 2. Likewise, any grievance filed by the Employer shall be initiated at Step 2. In this regard, either the Union Officer or Employer, as appropriate, must present the grievance in writing to the other within ten (10) calendar days of the occurrence causing the grievance or the matter shall be considered resolved.

The grievance procedure, mediation and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined. Failure of the Union to file a grievance in a timely manner, at any step, shall cause the matter to be waived.

Except as specifically provided in this Article, all hearings, meetings and investigations will be conducted during regular working hours, insofar as possible.

Probationary employees covered by the Agreement shall not have recourse to the grievance procedure, except to matters relating to pay and any grievance that alleges any form of discrimination in violation of the non-discrimination provisions.

Grievances filed under the terms of this Agreement shall be processed, up to and including arbitration, under the language in the Agreement at the time the grievance was filed even though a new agreement has been negotiated subsequent to the grievance being filed, unless the parties have resolved the outstanding grievance(s) during the negotiation of the new agreement.

## Article 19

### Mediation and Arbitration

Any grievance not settled in accordance with the Grievance Procedure may be submitted to arbitration by the grieving party. Notwithstanding the foregoing, however, any grievance that alleges any form of discrimination in violation of the non-discrimination provisions of this Agreement must be submitted to mediation before such matter may be submitted to arbitration or to a federal and/or state administrative agency. Grievances will be submitted to mediation or arbitration by the grieving party providing written notice to the other party of its intent to mediate or arbitrate within ten (10) calendar days from the date of the Step 3 meeting or receipt of a written answer is received, whichever comes earlier, or the matter will be considered closed.

In the event the grievance is timely submitted to mediation, the mediator shall be requested by either party from the Albany office of the Federal Mediation and Conciliation Service. Any grievance not settled at mediation may be submitted to arbitration by the grieving party. Grievances will be submitted to arbitration by the grieving party providing written notice to the other party of its intent to arbitrate within ten (10) calendar days from the date of the mediation, or the matter will be considered closed. Each party understands and agrees that it is impermissible for any reference to be made at an arbitration concerning a recommendation, opinion or finding of a mediator and that the arbitrator shall be prohibited from considering any such recommendation, opinion or finding.

In the event a grievance is timely submitted to arbitration, an arbitrator shall be selected to, and shall be governed by, the following procedure:

The Union or Company shall request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators who are located geographically within the state of New York from which they will

(B) An employee shall lose Union seniority and department seniority upon the occurrence of any of the following listed in (1) through (10) below:

A roster giving both Union seniority and department seniority shall be furnished to the Union twice annually, in the months of January and July.  
the employee's current department for positions within that department.  
Union seniority will govern the employee's relative standing for bidding purposes within

Department seniority shall be the relative status of the employee with respect to the length of service in his current department.

(A) Union seniority shall be defined as the length of an employee's continuous service within the bargaining unit covered by this Agreement. Notwithstanding the foregoing, the relative order of Union seniority of employees who were employed at Albany International Airport in the classifications covered by this Agreement immediately preceding the date of commencement of operations by AvPorts, who began their employment with AvPorts immediately thereafter, shall continue. Union seniority will not be adjusted or changed for any reason. All new full time employees shall, for the first 180 days of their employment, be considered Union probationary employees.

Seniority

Seniority

Article 20

The compensation and expenses of the Arbitrator and meeting room shall be borne equally by both parties. In all other regards, each party shall bear its own costs and expenses. The cost of any transcription services or transcript shall be divided equally only if furnished by mutual consent, otherwise the party requesting such services shall bear the entire cost.  
The Arbitrator shall have jurisdiction and authority to interpret and apply the written provisions set forth in this Agreement insofar as shall be necessary to the determination of the grievance, but he shall have no power or authority to add to, subtract from, amend or modify this Agreement, or any Supplements thereto, in any way. The decision of the Arbitrator, within the purview of his authority, shall be final and binding on the Company, the Union, and the employees. The arbitrator's decision shall be in writing and shall set forth the findings and the reasons.

The arbitrator by each one alternately checking off a name and the arbitrator left shall be designated as Arbitrator. The party striking the first name shall be determined by lot. The decision of the arbitrator, within the purview of his authority, shall be final and binding upon the parties.

- 1) Resignation from company;
- 2) Voluntary transfer out of bargaining unit to other company position;
- 3) Discharge with just cause;
- 4) Failure to report for recall from layoff as provided in this Agreement;
- 5) Layoff for a period of eighteen (18) months;
- 6) Failure to return to duty from an approved leave of absence as scheduled;
- 7) Refusal of a written offer of recall to the classification from which an employee was laid off provided that the employee was not an active employee at the time of recall;
- 8) Medical leave of absence for a period of eighteen (18) months inclusive of FMLA leave; or
- 9) Engaging in gainful employment while on a leave of absence, unless approved in advance by the Company;
- 10) Discontinuance by the Albany County Airport Authority or other New York State Government agency to the Company as a provider of services at the Albany International Airport.

(C) Employee Status

- 1) The Company shall maintain and post a current seniority list showing date or original of hire and date of promotion. This list shall be used whenever called for by the specific articles and sections of this Agreement and in such other cases as may be agreed upon by the Company and the Union.
- 2) The Company shall maintain a job description for all bargaining unit positions showing the essential functions and qualifications required for the position. The Company will provide copies of each job description within a reasonable period of time to the Union upon request.

**Article 21**

**Layoff and Recall**

**Layoff**

(A) Employees who have acquired Union seniority rights under this Agreement shall not be laid off unless all probationary employees in the same job classification have been laid off.

(B) Employees who have acquired Union seniority rights under this Agreement shall be scheduled for layoff within the affected classification by inverse department seniority. In cases where the department seniority of two (2) or more employees is the same, the rank order shall be determined by the last four digits of the employees' social security number at the date of hiring. The higher number will be laid off first.

(C) In the event a vacancy exists in a job classification for which an employee scheduled for layoff is determined by management to be qualified, the employee will be considered for that vacancy. An employee accepting placement in a represented classification under this provision shall assume the classification with full Union seniority.

(D) Employees will be laid off in accordance with inverse Union seniority. Such affected employee shall be permitted to displace an employee with less Union seniority in a lower job classification, provided the affected employee is qualified for the classification.

(E) The Company shall give the Union advance notice, whenever possible, prior to any layoff.

(F) Company and department seniority rights of a laid-off employee will continue to accumulate while he/she is laid off for a period of eighteen (18) months.

#### Recall

(A) The Company will advise each employee to be recalled by registered or certified United States mail, return receipt requested. A copy of such recall notice will be furnished to the President or his/her designee. An employee receiving a notice of recall will acknowledge to the contact person designated in the recall notice by direct telephone communication or in person within five (5) business days receipt of the recall notice, advising the Company of the date he/she will be available for service, which available date must not be later than fifteen (15) days from the date the recall notice was received by the employee from the Company. The employee must maintain on record with the Company his or her correct mailing address, and a failure to do so will result in the loss of a recall rights. Employees who were laid off and fail to comply with the provisions set forth herein will forfeit their Union and department seniority and be considered terminated. Recall shall be by department seniority in reverse order of layoff, subject to employee qualifications.

(B) No new employee will be hired by the Company to perform duties in a job classification covered by this Agreement until all qualified laid off employees have been given a recall notice to return to work in accordance with this Agreement. An employee on layoff shall be responsible for keeping the Company informed of any additional training or experience the employee has gained or completed to qualify the employee for recall in other job classifications within the bargaining unit.

(C) Jobs of an emergency nature may be temporarily filled at once by those next in line of department seniority in the classification pending the return of laid-off employees having department seniority who have been notified to report for work as herein above provided.

## Article 22

### Bidding and Promotions

(A) All vacancies and all new jobs shall be bulletined. Such bulletins will be posted on the Company bulletin boards and shall remain posted for ten (10) calendar days. A job posting shall list the job classification, qualifications and rate of pay of said vacancy or new job. Employees, who desire consideration for said openings, must submit a written request to Management within the posting period referenced above. Such employees shall be considered in conjunction with any other applicants from outside the bargaining group who have applied for such vacancies and new jobs. All internal applicants who present basic minimum qualifications on paper will be given an interview. The Company will select the candidate deemed most qualified for the vacancy based on relevant experience and skills. When the Company determines two or more candidates equally qualified, the most senior internal candidate of such candidates will be given preference. The Company may use a bargaining unit employee to assist in evaluation of technical skills.

(B) Any employee covered by this Agreement who applies for a position within the Company that requires an interview and said employee is off due to vacation or Company or Union business, the employee will be afforded the interview upon their return to work.

(C) The Company will award a vacancy or new job to the person who is determined at the sole discretion of the Company to be most qualified based on an evaluation of skills, abilities and prior training, experience, and performance. In order to be considered for a higher rated classification, employees must be qualified on the basis of prior training and/or experience (including work experience while in the employ of the Company) substantiated by factual information, to perform the work in the higher rated classification without a training or learning period; however, such employee will be given orientation normally provided. An employee who has advanced to a higher rated classification in bargaining unit, but does not demonstrate that he is qualified for the position, at the determination of the Company, during the orientation period, which generally shall not exceed thirty (30) days, but which may be extended for good reason, shall be returned to his former position.

(D) An employee who voluntarily downgrades to a lower job classification, excluding a downgrade in lieu of layoff, shall not be eligible to bid for promotion to an opening in a higher rated job classification from which downgraded for a period of one hundred and eighty (180) calendar days.

(E) Copies of all bids will be furnished to the Union. The Company will post bids when a vacancy occurs.

#### (F) Shift Bidding

1. A job vacancy is an opening in a job classification specified in this agreement. Notice of any job vacancy, which the Chief intends to fill, shall be posted in the station. The notice shall be posted for ten (10) calendar days. Any

- Upon initial eligibility, the employee is entitled to 96 vacation hours each year accrued monthly at the rate of 8.0 hours per month.\*
  - On the first day of the calendar year in which an employee's fifth (5<sup>th</sup>) year of employment anniversary falls, the employee is entitled to 144 vacation hours each year accrued monthly at the rate of 12 hours per month.\*
- AVPRTS will grant vacation to regular full-time employees who have successfully completed their probationary period. For purposes of this benefit, the benefit year is defined as January 1 through December 31.

Vacations

Article 23

1. The Company may assign an employee on a temporary basis to a higher rated job classification to replace an absent employee.
2. The employee serving on a temporary basis to a higher rated job shall receive a minimum of the higher rated job classification within the bargaining unit.
3. Upon completion of the relief assignment, the employee shall return to the classification and shift held immediately prior to the relief assignment. No classification seniority shall be accrued during relief assignment.

(G) Relief Assignments

- It is recognized by the Company and the Union that relief assignments may be necessary for a prolonged period of time or for extenuating circumstances.
1. The Company may assign an employee on a temporary basis to a higher rated job classification to replace an absent employee.
  2. A shift vacancy is an opening within a specific shift regardless of assigned days off. Department personnel in classification shall have the right to bid on such openings by classification seniority. Management approval in writing is necessary for all trading of shifts.
  3. An employee who voluntarily downgrades to a lower rated job classification, excluding a downgrade in lieu of layoff, shall not be eligible to bid for promotion to an opening in a higher rated job classification from which downgraded for a period of one hundred eighty (180) calendar days from date of the downgrade. A downgraded employee shall assume the lower classification with full Company seniority as specified in Article 12 of this Agreement.
- employee wishing to bid on such a vacancy shall submit this request in writing during the posting period. Management reserves the right to fill the job vacancy on a temporary basis.

- On the first day of the calendar year in which an employee's tenth (10<sup>th</sup>) year of employment anniversary falls, the employee is entitled to 192 vacation hours each year accrued monthly at the rate of 16 hours per month.\*

\*In order to be credited with such accrual an employee must have actually worked or received jury duty or vacation pay in the month.

For those employees who worked at Albany International Airport immediately prior to employment by AvPorts in the positions covered by this Agreement, the Company will recognize such employees' uninterrupted service time for purposes of vacation eligibility only.

An employee with an employment anniversary date other than January 1 will receive the increased number of vacation days effective the first day of the next benefit year.

Employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> will be eligible for 48 working hours paid vacation in that benefit year, upon successful completion of the company probationary period.

Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> will be eligible for 96 working hours paid vacation the following year, upon successful completion of the probationary period.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses or shift differentials.

An employee who is laid off or who provides the Company with two (2) weeks advance written notice of his resignation, shall be paid vacation at the time of his job severance which was accrued during the current benefit year. An employee who is terminated for cause or who resigns without providing two (2) weeks advance written notice to the Company, shall not be entitled to and shall not receive accrued but unused vacation pay.

#### Scheduling of Vacations:

- (1) Vacations must be taken by the end of the calendar year, and no carryover of vacation will be allowed.
- (2) Vacations will be on a year round basis, January 1 through December 31, and will be selected by seniority within platoons, one firefighter and one officer per platoon at a time, whenever possible. All vacation choices for the year will be selected by December 31 of the prior calendar year. Any vacation not selected by December 31 of the prior calendar year will be scheduled on a first-come, first-served basis.
- (3) In order for an employee to receive their vacation payment on the last regular payday prior to the commencement of their vacation, the employee must make application in writing on a form to be prescribed and furnished by the Company,

- (A) The Company recognizes the following holidays:  
 New Year's Day  
 Martin Luther King Day  
 Presidents' Day  
 Lincoln's Birthday

Holidays

Article 24

Effective January 1, 2012, any unused annual vacation or personal day(s) will be reimbursed at full regular pay to the employee in January of the next calendar year.

Service time shall not include days when an employee is severed from the active payroll due to voluntary or involuntary termination, layoff or absence for reasons other than those set forth in the paragraph immediately preceding, which, accordingly, shall result in a corresponding loss or reduction of service time, which shall alter an employee's employment anniversary date.

The term "service time" is defined as those hours worked by an employee, including holidays, and regular work days off during weeks worked, paid sick leave and days on paid vacation. Service time shall also include days off work due to an occupational injury or occupational illness provided the employee returns upon recovery to the active payroll of the Company and further provided that such time off shall not exceed one (1) year, inclusive of FMLA leave, FMLA leave for other purposes and service in the Armed Forces provided the employee returns to employment pursuant to the provisions set forth in the Uniformed Services Employment and Reemployment Rights Act.

- (7)
- (6) Employees will not be permitted to trade vacation periods.
- (5) Employees shall be allowed to take vacation time in twenty-four (24) hour increments only. However, employees will be allowed to take vacation in eight (8) hour increments three times per year upon approval by the Chief.
- (4) Any employee who wishes to change vacation dates after the vacation schedule has been established, must obtain management's approval and must do so at least two (2) weeks prior to the new vacation dates requested. Vacation changes may be permitted depending on the operational needs of the Fire Department.

which shall be signed by the employee and approved by management. Any request for vacation pay must be filled in time to have it in the payroll office of the Company at least two (2) weeks prior to the employee's last payday before the vacation. However, in no event shall an employee's vacation check be issued prior to their vacation eligibility date.

Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
The Day After Thanksgiving Day  
Christmas Eve  
Christmas Day

(B) Eight (8) hours times the employee's current regular base rate shall be paid to all eligible regular full-time employees for each of these holidays. Any such employee required to work on a holiday shall be compensated at one and one half (1 ½) times his regular base hourly rate plus the holiday pay for all hours worked up to twelve (12) hours. For all hours worked in excess of twelve (12) hours on a holiday, an employee will be paid at two (2) times an employee's regular base hourly rate for such hours. An employee who is required to work the holiday must complete only his assignment to be paid the holiday pay.

(C) In order to be eligible for holiday pay, an employee must have successfully completed his company probationary period. Vacation pay, bereavement pay, and jury duty pay shall be considered as time worked for purposes of determination of holiday eligibility as discussed above.

(D) Employees scheduled to work on a holiday who fail to report to work, unless the failure is occasioned by circumstances beyond the employee's control as determined at the sole discretion of the Company, shall receive no pay for the day and shall be subject to disciplinary action.

(E) On each January 1, each active regular full-time employee shall be credited with one (1) personal period for use in that calendar year. On the date of successful completion of the Company probationary period by a full-time employee from January 2 through December 31, such employee shall be credited with one personal period for use in that calendar year. A personal period may be used in 4 hour increments (four hours) up to a maximum of 8 hours or one 24 continuous hour period. Request for use of a full personal period must be made to an employee's direct supervisor at least 48 hours in advance. Request for use of a 4 hour personal period must be made to an employee's direct supervisor at least 24 hours in advance. Requests are subject to management approval in consideration of operational need and will not be unreasonably denied. The personal period must be used within the calendar year or it shall be forfeited.

## Article 25

### Jury Duty

(A) When an employee is absent from work due to the requirement to serve as a juror or

to report to the court in person, in response to a jury duty summons, the employee shall be paid up to a maximum of 144 hours per calendar year at the employee's base hourly rate minus any compensation paid, if any, with respect to jury duty service. An employee must promptly notify management upon receipt of a jury duty summons.

(B) An employee who responds to a jury duty summons who is then released by the court or is placed on an "on call" status must report to work for his reported shift.

(C) An employee who must report to court can utilize jury duty leave 2 hours before the required appearance.

(D) An employee who is excused from jury duty after appearing at court or an employee who is dismissed for the day after appearing at court must report to work within 2 hours of such dismissal.

(E) The employee must produce documentation verifying the jury duty service prior to payment being made.

Article 26  
Sick Leave

(A) Regular full-time employees are entitled to a maximum of forty (48) hours of paid sick leave per calendar year, which hours shall be made available at the beginning of each calendar year. Eligible employees may use sick leave benefits for an absence due to their own illness or injury. Sick pay will not be granted to probationary employees. However, when probationary employees attain regular full-time status, such hours will be made available to them on a pro rata basis.

(B) Sick leave is not intended as a substitute for annual leave. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. An employee shall not be disciplined for the legitimate use of his sick leave benefit.

(C) Sick leave benefits will be calculated based on the employee's base pay at the time of absence. Unused sick leave benefits will not be paid to employees upon termination of employment. Annual unused sick leave hours will be utilized per Section H of this article.

(D) When sick pay payments are authorized, sick pay payments are made under the following conditions:

(1) When the employee is prevented from reporting to work as the result of personal illness or injury; and

(2) When the employee has accumulated sick pay credits.

(E) Exclusion from Sick Pay

Sick pay payments will not be allowed when:

- (1) An employee has no sick pay credit in his account.
- (2) The sickness reporting procedures contained in this Agreement are not complied with or an employee fails to produce a bona fide doctor's certificate when so required.
- (3) Absence is for any reason other than personal illness, injury, or disability due to pregnancy or childbirth.
- (4) Sickness occurs on the employee's scheduled days off, during vacation period, or on a paid holiday.
- (5) During the final week of employment

**(F) Responsibility for Administering Sick Pay Policy**

The administration and approval of sick pay is the responsibility of the Airport Manager. The Airport Manager may set up a control for reducing absenteeism due to sickness by requiring a doctor's certificate for an absence of 48 or more consecutive hours, including patterned absenteeism, or upon reasonable suspicion of misuse.

**(G) Responsibility for Reporting Sick Pay**

(1) When sick at home, an employee is responsible for notifying his immediate supervisor or such reporting point as may be specified. The notification must be made no less than two (2) hours prior to the employee's regularly scheduled starting time to receive sick pay. The employee will be excused from a failure to comply with this notification requirement for good reason as determined at the sole discretion of the Company.

(2) Normally, notification is required on each additional day of absence unless the supervisor advised otherwise because of a prolonged illness or disability.

(3) When taken sick at work, if the employee is sent home, the supervisor will note on the employee's time card sheet that the employee was sent home. Accounting will debit partial days usage of sick pay to the nearest quarter (1/4) of an hour.

(4) If it is necessary for an employee sent home to be absent on the following day or days, the individual must notify his or her supervisor as outlined above.

(5) When returning to work after an absence due to sickness or disability extending beyond fourteen (14) calendar days, the employee must bring a physician's certificate from the treating physician releasing the employee to full duty.

(6) Consistent with the Americans with Disabilities Act and the Family Medical Leave Act, in the event an employee is absent on extended illness and returns with a doctor's certificate showing him ready to resume his duties, and is subsequently examined by a Company designated physician and found not to be physically or mentally able to resume

normal duties, the party shall choose a disinterested specialist in the medical field involved to make a final and binding determination, in the same manner as arbitration of other disputes as outlined in Article 19.

(H) AVPORTS Sick Hour Bank  
(1) Unused AVPORTS sick hours can be banked up to a total employee maximum of 240 hours.

(2) The sick bank hours can be used to (1) augment any short term disability payments up to 100% of pay, (2) to provide income after the termination of any short term disability, or (3) to augment any long term disability up to 100% of pay.

(3) The sick bank hours are not redeemable at termination or retirement.

(1) The parties recognize that certain Union members have a TBI sick bank inventory. These sick days will continue to be available to the employee per established procedures.

(J) Effective January 1, 2012, any unused annual sick day(s) will be reimbursed at full regular pay to the employee in January of the next calendar year.

If reimbursed, the unused sick day is not eligible for the AVPORTS sick bank (H) of this article.

#### Article 27

#### Leave of Absence

#### Family Medical Leave Act

FMLA information and requirements may be obtained from the Human Resources Department.

#### Prolonged Disability Leave

Upon approval of the Company, a leave of absence for an employee's prolonged continuous illness or injury may be granted. The Company has the right to require submission of a physician's certification in support of such leave request and any request for an extension of such leave. An employee shall not be terminated by the Company due to a leave of absence for an employee's prolonged, continuous illness or injury provided such period of absence does not exceed one (1) year, inclusive of any FMLA leave. Leaves of absence for the foregoing reasons will be granted in increments of up to a maximum of ninety (90) calendar days and will only be granted in writing. Such leaves shall not be granted for an indefinite period. Leave of absence extensions will not be granted unless requested in writing and such Company approval has been secured. A written request for an original leave or extensions must be submitted by the employee to the Company at least seven (7) calendar days prior to the effective date of leave or such extension. The foregoing time notification requirements shall not apply to emergency

medical leaves of absence; however, the written request must be submitted at the earliest possible date and in no case later than fifteen (15) days after commencement of the emergency leave of absence. Except as provided in the FMLA policy, the Company may require the employee to submit to a physical exam prior to returning to work after prolonged disability leave if the Company has a reasonable belief that the employee is not able to perform essential job functions. A full time employee who had accrued unused sick leave with TBI, that was recognized by AvPorts, will be permitted to use such sick leave after seven (7) consecutive days of absence to make up the difference between the pay received under AvPorts short term disability plan and the employee's regular rate of pay for any such day the employee is eligible for short term disability pay.

#### Leave of Absence for Personal Reasons

Subject to operational requirements, the Company may, for good cause shown, at the sole discretion of the Company, grant an employee's written request for a leave of absence unrelated to an employee's personal health status or an FMLA qualifying event for a period not to exceed thirty (30) days in a calendar year.

#### Note

Employees on a leave of absence who accept employment elsewhere, except as permitted by law, or who fail to return to work at the conclusion of a leave of absence, will be deemed conclusively to have resigned from their employment with the Company. An employee returning from a leave of absence may return to his former position provided it has not been abolished or a senior employee has not exercised displacement rights thereon. In the event the employee's former position has been abolished, or a senior employee has exercised displacement rights thereon, the returning employee will have the privilege of exercising his Union seniority rights over junior employees.

#### Bereavement Leave

In the event of a death in an employee's and spouse's immediate family (defined as parents, child, step child, brother, sister, mother, father, grandchild, common-law spouse or grandparents) of a full-time employee, the employee shall be allowed up to 24 hours off for the purpose of attending funeral services or other responsibilities connected with the death per occurrence with pay for his regularly scheduled hours of work up to a maximum of 24 hours per day at his regular base hourly rate. An employee may request time off for bereavement for other circumstances and such request will not be unreasonably denied, in which event the employee may use vacation or unpaid personal leave.

### Article 28

#### Benefits

##### (A) Insurance

The Company agrees to provide health care benefits, life insurance, short term disability, and long term disability to eligible full-time employees on the same terms and conditions

as such benefits are provided to the non-union represented employees of the Company at Albany International Airport, as such benefits may be changed from time to time. An employee who is eligible for health care benefits shall be permitted to opt out of such coverage upon providing written documentation satisfactory to the Company that the employee has alternate coverage. The best available information will be available for review in the manager's office.

**(B) 401(k) Plan**

The Company agrees to allow eligible employees to participate in the Company 401(k) savings plan consistent with the plan provisions. The best available information will be available for review in the manager's office.

**(C) Employee Assistance Plan**

The Company will provide an employee assistance plan to eligible employees on the same terms and conditions as are made available to non-union represented employees of the Company at Albany International Airport, as such plan may be revised from time to time.

**(D) Educational Assistance**

The Company will offer a tuition assistance program to eligible regular full-time employees on the same terms and conditions as are made available to non-union represented employees of the Company at Albany International Airport, as such program may be revised from time to time. The best available information will be available for review in the manager's office.

(E) Either party reserves the right to request a meeting to discuss any significant change to the benefit program. The intent of the meeting would be to negotiate the acceptance of any change.

**Section 1 – Hours and Days of Work**

(A) The normal scheduled workweek shall be from Saturday through Friday. A daily work schedule shall consist of twenty-four (24) consecutive hours.

(B) The relief Firefighter(s) and Captain may be used to cover vacancies due to vacation, sick and leaves of absence.

(C) For the purposes of accruing and crediting vacation, sick and other leaves, a workday will be considered twenty-four (24) hours. Vacation and leaves will be spent in twenty-four (24) hour increments based on the employee's scheduled work assignment, or as specifically allowed in this agreement.

**Pay Provisions**

**Article 29**

(D) Employees will remain on their shift assignment until properly relieved.

(E) Employees may exchange shifts or partial shifts in accordance with procedures outlined in Schedule C when the change does not interfere with the operation of the Fire Department. Furthermore, such change will not add any additional cost to the Company.

#### Section 2 – Overtime

(A) Since employees covered under this agreement are earning more than the statutory minimum wage, no additional compensation is due resulting from a “spread of hours” pursuant to Section 142-2.4 of the Minimum Act and Article 19 of the New York State Labor Law.

(B) All hours worked in excess of forty-eight (48) hours during the normal workweek must be approved by shift Captain or Chief. Compensation for all hours of overtime will be paid at the rate of 1.5 times the employee’s regular rate of pay with the exception of overtime hours worked on a holiday, which will be compensated at two (2) times the employee’s regular rate of pay.

(C) Overtime will be equally distributed within job classifications after relief assignments are exhausted.

#### Section 3 – Call Back

A full-time employee called back to work by the Company during hours other than the employee’s scheduled work shift, having clocked out prior to the start of the next scheduled shift, shall be paid a minimum of four (4) hours.

#### Section 4 - Lost Time

Deductions for time off, whether due to tardiness or other causes, shall be at the rate of one-tenth (1/10) of an hour’s pay for each one-tenth (1/10) of an hour or fraction thereof lost from work.

### Article 30

#### Discharge and Discipline

(A) No regular employee shall be discharged, suspended, or otherwise disciplined without just and sufficient cause.

(B) Prior to the discharge of a regular employee, the Company will, pending final disposition, first suspend the employee without pay for a period not to exceed forty-eight (48) hours. Within that period and before the Company makes its decision final, a meeting shall be held at which time the Union may present any facts or other information which it wishes the Company to consider.

The Company shall supply personnel safety shoes which meet NFPA standards CAN/CSA Z 195 and ASTM F 2413-05. The employee will choose a 4" or 8" high shoe. The company will supply the shoe once per three year periods. However, if the shoes are damaged due to work related events, they shall be replaced by the Company. The safety shoes must be worn at all times at the workplace.

Safety Shoes

A Committee shall be established with an equal number of employee representatives and Company representatives to deal with the issue of uniforms. Their deliberations and recommendations shall be considered. The parties agree to establish a uniform committee with two members each from the Company and the Union. The committee shall meet to address uniform issues and submit recommendations to the Company.

The uniforms and the nametags shall be furnished by the Company. The Company will replace uniforms that are worn out or unsightly due to normal wear and tear. Uniforms and nametags that are lost or unsightly due to abuse by the employee will be replaced at the employee's expense. Any employee who fails to return to the Company in good condition any and all Company issued uniforms, nametags, cold weather clothing, keys, identification badges, or any other Company property shall forfeit any accrued but unused vacation pay should the employee not return all of the foregoing to the Company at the time of the termination of the employee's employment.

Uniforms and Nametags

Apparel

Article 31

- (C) Should there be any dispute between the Company and the Union concerning the existence of just and sufficient cause for discharge or discipline, such dispute shall be adjusted in accordance with grievance and arbitration provisions in this Agreement.
- (D) An employee's disciplinary record older than one (1) year shall not be used in discipline cases. An employee's record older than two (2) years shall not be used in discharge cases. However, there shall be no time restriction on reference to conditional letters of employment concerning infractions involving drug and alcohol abuse.
- (E) An employee's request to review one's personnel record will be made in writing. Such review will be by appointment only, with Human Resources. Furthermore, such review will be made on an employee's off hours and will be allowed two times a year.
- (F) All discipline issued to an employee shall be in writing and the Union shall be forwarded a copy of said discipline.

### Cold Weather Clothing

For those employees whose job duties expose them to inclement weather, the Company shall provide appropriate cold and foul weather clothing such as coveralls, jackets, pants, etc. The Company will replace cold weather clothing that is worn out or unsightly due to normal wear and tear. Cold weather clothing that is lost or unsightly due to abuse by the employee will be replaced at the employee's expense.

## Article 32

### Military Reserve Duty

The Company agrees to pay employees who are members of an active, organized United States military reserve component, and who take leaves of absence for military reserve field duty service or encampment the difference between their military pay and their regular pay for a maximum period two (2) calendar weeks per year.

The Company has the right to fill this employee's position with a temporary replacement acknowledging the fact that the returned employee must be reinstated to his prior position with full seniority according to Federal law.

## Article 33

### Safety and Health

(A) The Company shall provide and maintain a sanitary, safe and healthy workplace in accordance with Federal law and the laws of the State, County and Municipality. It is recognized that the Company and the Union, as well as the employees covered under this Agreement, are obligated individually and collectively to act in furtherance of these objectives.

(B) There shall be a Department Safety Committee which shall meet on a periodic basis for the purpose of making recommendations as to safety and health. The Union and the Company shall select up to four (4) members each for the Safety Committee. The members of the Safety Committee shall meet at mutually convenient times during regular straight time working hours without loss of time or pay. The meeting schedule shall attempt to reduce any overtime requirement.

(C) Insofar as practical, all matters of occupational safety and health are normally to be handled directly between the designated Union safety representative(s) and the designated Management safety representative(s). Discussions between these parties will be directed toward the rapid and efficient solution of safety and health problems.

The parties agree to actively participate in an Outreach Program. The goal of the program is to educate the airport staff of the Fire Department's capabilities.

Outreach Program

Article 34

- (D) The Company will provide a sanitary break room(s) for employees. Each employee using the break room will assist in maintaining the break room(s) in a sanitary condition. Employees, at their own expense, may furnish the break room(s) with coffee makers, microwaves, and small refrigerators. It is noted that the kitchen dishwasher, stove, and refrigerator are considered Authority building fixtures. The Company will bear no liability for such appliances. "Private televisions in the work space are subject to removal by management".
- (E) Employees will be scheduled on Company time for, and are required to submit to, a hearing test once a year. The cost of such test will be paid for by the Company.
- (F) The Company may at any time require an employee hereunder to take a physical examination by a Company physician to determine fitness for the position, in which event it shall be at no cost to the employee. The physician shall only provide such information to the Company as it is necessary to determine fitness for the position. The Company also reserves the right to test employees for alcohol and drug use based upon reasonable suspicion, involvement in an accident, periodic testing, random selection or applicable law, and including, but not limited to, the Drug Free Workplace Act of 1988, Federal Department of Transportation Amendment to 49 CFR Part 29, and Federal Aviation Administration regulations. Any employee who refuses to promptly submit to such testing shall be subject to termination of employment.
- (G) Any employee injured on the job must immediately notify the Company as soon as practical of such injury. Failure to do so will subject the employee to disciplinary action up to and including termination of employment. Any employee who is injured while on duty and who immediately reports such injury to the Company, will not suffer a loss in pay for any time lost on the day of the injury due to medical treatment for the injury.
- (H) The Company shall furnish prescribed standard safety equipment for employees working on hazardous or unsanitary work, and employees will be required to use such equipment, and in the appropriate manner, while performing such work. Employees must meet all applicable OSHA and applicable NFPA safety standards required for respiratory protection.
- (I) The parties agree to encourage fire department employees' participation in a fitness program. The program shall be determined by a committee comprised of two Company and two Union representatives. The meeting schedule shall attempt to reduce any required overtime.

Examples of Outreach Program projects would include fire safety education, fire extinguisher operation, firehouse open house, and open fitness room programs.

The program will be determined by a committee comprised of two Company and two Union representatives. The meeting schedule shall attempt to reduce any required overtime.

### Article 35

#### Understandings

(A) Both parties enter into this agreement with the expectation of stability. This stability expectation includes the 24 hour shift concept (commencing daily at 7:00 a.m.), the prohibition of part-time positions. The Company agrees that the 24 hour shift and the prohibition of part-time positions will be observed.

(B) Both parties recognize that any reduction in staffing may adversely affect service delivery. The parties agree to meet to discuss service issues if a staffing reduction occurs.

Appendix A

Covered Classifications

Airport Firefighter

Airport Firefighter/Training Assistant

ARFF Captain

APPENDIX B

Compensation

I. Compensation

- A. Upon ratification, the following rate increases shall be paid to all top grade Firefighters and top grade Captains on the 1<sup>st</sup> of April of every year of this contract.

		<u>Firefighter</u>	<u>Captain</u>
4/1/11 – 3/31/12	1.4%	\$17.26	\$21.57
4/1/12 – 3/31/13	1.8%	\$17.57	\$21.96
4/1/13 – 3/31/14	2.2%	\$17.96	\$22.44

- B. All employees shall be paid per the following percentages of the top grade rate in their corresponding classifications.

Starting pay (new hire)	75%
After 1 <sup>st</sup> year of service	80%
After 2 <sup>nd</sup> year of service	85%
After 3 <sup>rd</sup> year of service	90%
After 4 <sup>th</sup> year of service	95%
After 5 <sup>th</sup> year of service	100%

- C. Retroactive pay shall be paid by the eighth full pay period after the ratification of this Agreement.
- D. The new pay rates shall be effective on the sixth full pay period after the ratification of this Agreement.
- E. The April 1, 2011 increase shall be effective April 2, 2011.
- F. Longevity Pay

All employees shall be eligible for annual stipends based on years of service with the company. The stipend shall be payable upon the completion of each eligible year on their anniversary date.

The annual stipend shall be:

1 – 9 years of service	None
10 – 14 years of service	\$250.00
15 – 19 years of service	\$500.00
20+ years of service	\$750.00

G. Other Compensation

1. All certified CPR/AED instructors will be paid \$225.00/annum. This fee will be paid to all employees as of July 1 of each contract year and payable by the fourth full pay period after the July 1 date.
2. The Firefighter/Training Assistant will receive an annual stipend of \$1,000.00 paid quarterly in equal installments of \$250.00.

## Appendix C

### Shift Swaps

In order to offer employees greater flexibility in their personal schedules, shift swaps will be allowed to those employees who have completed probation, which shall be permitted when operations allow.

Shift swaps are permitted under the following conditions:

- 1) Swaps must be requested in writing and approved by the effective shift manager and Chief on a "Shift Swap Request" form before the swap is to take place. When the Chief is unavailable, the shift manager's decision will only be required.
- 2) No increased cost will be borne by the Company, except when it is at the Company's request and interest.
- 3) Swaps will be permitted up to a 24-hour shift and may be used in conjunction with vacation and holidays.
- 4) No overtime penalty will be incurred by the swap.
- 5) Swaps between two employees will be approved only if both employees are fully trained and qualified to perform each other's work assignment.
- 6) No employee will be permitted to engage in a swap until the employee has completed the probationary period.
- 7) Once a shift swap agreement has been made, it will be treated as a rescheduling for rescheduled employees and is subject to the normal rules of absence, tardiness. Failure to perform the swap as scheduled, or other abuse of swap privileges, may cause restriction or denial of further swap privileges.
- 8) Any employee engaging in a swap is responsible for coverage of the incomplete swap should the other employee terminate employment prior to the completion of the swap agreement.
- 9) Employees may not swap during a leave of absence.
- 10) Under no circumstances may there be a permanent swap.
- 11) Double swaps involving two or more employees are not permitted.
- 12) Swaps for pay are not permitted.
- 13) All swaps must be in the same pay period.

16) This decision to grant or deny a swap will not be grievable by the employee.

15) The Company will not mandate shift swaps.

14) Other rules as to swaps may be implemented if abuse of the privilege is attempted.

**Signature Page**

Agreed to as of 8/8/11.

Robert A. Scandoni 8/8/11  
International Association of Firefighters, Local I-65

Gormley 8/8/11  
AvPORTS - Albany Airport

Michael F. Beyle 8/17/11  
AvPORTS - Corporate

