



Personnel Committee Approval
11/07/2024

Minutes of the Personnel Committee Meeting of the

Albany County Airport Authority

October 11, 2023

Pursuant to notice duly given and posted, the Personnel Committee meeting of the Albany County Airport Authority was called to order on October 11, 2023 at 11:00 a.m. in the third floor conference room located in the terminal at the Albany International Airport, Albany, New York by Committee Chair John-Raphael Pichardo with the following present:

MEMBERS PRESENT

John-Raphael Pichardo, Committee Member
Sari O'Connor, Committee Member
Janet Thayer, Committee Member
Kevin Hicks, ACAA Member
Steven H. Heider, ACAA Member

MEMBERS ABSENT

STAFF

Philip F. Calderone, Chief Executive Officer
Chrisine C. Quinn, Authority Counsel
Liz Charland, Administrative Services

ATTENDEES

None

Meeting called to order by Committee Chair John-Raphael Pichardo at 11:00 a.m.

1. Approve Minutes

Mr. Pichardo moved to approve the July 12, 2021 Personnel Committee minutes. The motion was adopted unanimously.

Mr. Pichardo advised of the following assignments for committee members review:

2. Review Classification of Employment – Mr. Pichardo

3. Hiring Process Review – Ms. Thayer

4. Salary and Benefits Review – Mr. Pichardo

5. Promotion, Retention, Succession Planning – Mr. Pichardo

6. Budget Process Review for Personnel – Ms. O'Connor

There being no further business, the meeting was adjourned at 11:05 a.m.



ALBANY COUNTY AIRPORT AUTHORITY

PERSONNEL COMMITTEE

AGENDA

October 11, 2023

- 1. Approval of Minutes: Personnel Committee Meeting – July 12, 2021**
- 2. Review Classification of employment**
- 3. Hiring Process Review**
 - Authority Positions
 - Union hires
 - CBA Review
- 4. Salary and Benefits Review**
- 5. Promotion, Retention, Succession Planning**
- 6. Budget Process Review for Personnel**

NOTICE

**ALBANY COUNTY AIRPORT AUTHORITY
CIC COMMITTEE
MEETING NOTICE**

Notice is hereby given of the following CIC Committee Meeting of the Albany County Airport Authority:

The Albany County Airport Authority will hold a **CIC Committee** meeting on **Wednesday, October 11, 2023 at 10:00 a.m.** The meeting will be held in the Conference Room in the 3rd Floor Conference Room located in the Main Terminal at the Albany International Airport, Albany, New York.

**ALBANY COUNTY AIRPORT AUTHORITY
MEETING NOTICE**

Notice is hereby given of the following regular meeting of the Albany County Airport Authority:

The Albany County Airport Authority will hold its regularly scheduled meeting on **Wednesday, October 11, 2023 at 9:00 a.m.** The meeting will be held in the Conference Room on the 3rd Floor located in the Main Terminal at the Albany International Airport, Albany, New York.

**ALBANY COUNTY AIRPORT AUTHORITY
PERSONNEL COMMITTEE
MEETING NOTICE**

Notice is hereby given of the following Personnel Committee Meeting of the Albany County Airport Authority:

The Albany County Airport Authority will hold a **Personnel Committee** meeting on **Wednesday, October 11, 2023 at 11:00 a.m.** The meeting will be held in the Conference Room in the 3rd Floor Conference Room located in the Main Terminal at the Albany International Airport, Albany, New York.

*Posted to
website
and info desk
10/6/2023
Chad*

Regular
10/11/23

Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

ALBANY INTERNATIONAL AIRPORT


737 ALBANY SHAKER RD

Albany NY 12211

Account Number: 061026000
Order Number: IPLATU0024377
Order Invoice Text: Meeting Notices

D LaCoppola / T Duquette / A Tunstall of the city of Albany, being duly sworn, says that he/she is a principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the City of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates:

10/10/2023

 10/10/23



Subscribed and sworn to before me, this 10 day of Oct, 2023

SUSAN QUINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01QU6396414
Qualified in Rensselaer County
My Commission Expires 08-19-2027



Notary Public Albany County

0004263515 IPLATU0024377

Executive Session
Attorney-Client Privilege Matters

AGENDA ITEM NO. 1

**Approval of Minutes
July 12, 2021**



Minutes of the Personnel Committee Meeting of the

Albany County Airport Authority

July 12, 2021

Pursuant to notice duly given and posted, the Personnel Committee meeting of the Albany County Airport Authority was called to order on July 12, 2021 at 11:00 a.m. in the third floor conference room located in the terminal at the Albany International Airport, Albany, New York by Committee Chair Dr. Lyon Greenberg with the following present:

MEMBERS PRESENT

Samuel A. Fresina, ACAA Chair, Ex Officio Member
Lyon M. Greenberg, M.D., Committee Chair
Sari O'Connor, Committee Member
Steven H. Heider, Non Committee Member

MEMBERS ABSENT

John-Raphael Pichardo, Committee Member

STAFF

Philip F. Calderone, Chief Executive Officer
Michael F. Zonsius, Chief Financial Officer
Chrisine C. Quinn, Authority Counsel
Liz Charland
Ray Casey, Airport Consultant

ATTENDEES

None

Meeting called to order by Committee Chair Dr. Lyon Greenberg at 11:00 a.m.

1.1 Amendment of ACAA Personnel Handbook

Ms. Quinn recommended authorization for Amendment of the ACAA Personnel Handbook with the following changes:

4.14 Leave Donation Program

A. Purpose. A regular employee absent from work, due to personal illness or due to the need to provide care to an immediate family member suffering from a serious health condition, who has exhausted all accumulated sick, personal, discretionary holiday, and vacation leave credits and has also exhausted the maximum grant of advanced sick leave may petition the Chief Executive Officer to participate in the Airport Authority Leave Donation Program. This program authorizes the Airport Authority to solicit an employee's coworkers for the donation of personal, vacation, and (in some instances) credits to be transferred to the ill employee's sick leave account. Leave donation is a voluntary program and an ill employee may elect not to participate.

B. Eligibility to Receive Donations. To be eligible for donated leave, an employee must:



1. have completed: (a) one year of full-time service, (b) two years of part-time service, or (c) an equivalent combination of full- and part-time service; and
2. have exhausted all sick, personal, floating holiday, and vacation leave credits and,
3. have not been the beneficiary of donated leave in the twelve months preceding the request; and
4. suffer a personal illness, unrelated to an occupational accident or occupational disease, with an anticipated duration of 30 calendar days or more or be needed to provide care to a seriously ill immediate family member whose period of disability is expected to continue beyond 30 calendar days.

C. Donation of Leave. Employees with one continuous year of service time may donate vacation leave, personal leave, and discretionary holiday credits to employees participating in this program. Credits must be donated in full hour increments, except discretionary holiday time which must be donated in full day increments. Leave is donated in units of time, not in cash equivalents of time (i.e., the salaries of the giving and receiving individuals do not impact the amount of time reduced or credited). Donated leave time is credited only to the sick leave account of the employee for whom donations were solicited and, if not exhausted by that individual, is prorated back.

D. Medical Certification. An employee wishing the Albany County Airport Authority to conduct a solicitation for donated leave must provide medical certification consistent with the granting of regular sick leave. In addition, such certification must provide an estimate of the anticipated duration of the medical disability for which the request is made. Updated medical certification should be provided every thirty (30) calendar days during the period of absence.

E. The Solicitation Process. The donated leave program shall be administered by the Department of Human Resources, which shall conduct all solicitations for leave in a non-intrusive, fully voluntary manner. The solicitation process used by the Department of Human Resources is outlined below:

1. The employee or employee's family member shall make written request to the Chief Executive Officer indicating a desire to participate. Such request shall include a medical certification of illness, the anticipated duration of illness, and confirm the employee's eligibility to participate.
2. The requesting employee may, at his or her request, limit the scope of the solicitation to certain employees. Otherwise, the solicitation shall be addressed to all Airport Authority employees.
3. The request will be reviewed by the Chief Executive Officer or his/her designee, who shall certify the employee's eligibility to participate and prepare a standard notice to be distributed to all Airport Authority employees.

a) The standard notice form shall include the following information:

- (1) Employee's name, job title, and department.
- (2) The amount of donated leave sought.
- (3) Whether this is the first or second solicitation.
- (4) Whether donated time is to be coordinated with disability insurance benefits.
- (5) Whether leave is requested for the employee's own personal illness or to attend to the illness of a member of the employee's immediate family.
- (6) Designation of a ten working day period during which donations will be accepted.



3. brief description of the circumstances and nature of the disability for which donated leave is being requested.

- b) The description of the circumstances and nature of the disability for which leave is sought will be short and to the point. The precise wording used in the notice shall be approved by the employee prior to its release. In approving the release, the employee shall be deemed to have knowingly waived any confidentiality rights pertaining to the medical condition. The employee shall agree to not use the disclosure of a medical condition contained in a standard solicitation notice as evidence of the Airport Authority's violation of the employee's privacy or as evidence in a legal action alleging discrimination on the basis of disability or perceived disability.
4. The agreed upon solicitation notice shall then be forwarded to the appropriate Airport Authority employees. The Chief Executive or his/her designee shall notify the Authority employees of the donation request by posting in a prominent location or by providing copies to employees. Under no circumstances shall employees be pressured to donate leave. Department Heads, supervisors, and co-workers shall limit their involvement in the solicitation process to informing employees of the existence of the solicitation notice. They are to refrain from conducting personal solicitations or campaigns on the beneficiary's behalf or from offering opinions on whether leave should or should not be donated.
5. Donations shall be made using a form promulgated for this purpose by the Department of Human Resources. The confidentiality of leave donations shall be respected. Only personnel who must process the required transactions and maintain leave balances "need to know" who has donated leave. The identity of the donor should not be revealed to the employee receiving the donation.
6. Donations shall be processed as they arrive at the Department of Human Resources until
7. either: (a) the full amount of leave sought by the employee from the solicitation is obtained, or (b) the open period for donation has expired, whichever event occurs first.
8. If it is determined that the absence must extend beyond the period for which paid leave credits have been donated, a second solicitation may be authorized by the employee requiring leave. No more than two solicitation may be made per employee for a maximum of two hundred sixty (260) calendar days per twelve (12) month period.

F. Use of Donated Leave. Except as provided for below, donated leave must be used in full day increments.

1. **Coordination with Disability Insurance.** An employee, who is collecting replacement wages through an employer-paid disability insurance, shall expend donated leave on a reduced schedule so that weekly net earnings during the period covered by donated leave do not exceed the weekly net earnings enjoyed by the employee while working. For this purpose, weekly net earnings is defined as the employees weekly gross earnings minus all federal and state taxes, health insurance deductions (including any Section 125 unreimbursed medical account premium), and mandatory deductions from salary (e.g., court ordered garnishments, etc.). However, wholly discretionary deductions (e.g., auto insurance premiums, credit union deductions, etc.) shall not be included in the calculation of weekly net earnings for this purpose.

Health Insurance Contributions. Employees on a reduced leave schedule shall contribute toward their health and dental insurance premiums consistent with the normal rules.

G. Accrual of Paid Leave Time. Employees using donated leave do not earn vacation, personal, discretionary holiday, or sick leave credits.



H. Family and Medical Leave Act (FMLA) Coordination. Donated leave shall run concurrent with unpaid FMLA leave.

I. Limit on Total Duration of Absence. Donated leave may not be used to extend an employee's total absence from work (to include all periods of absence covered by other paid or unpaid leaves) beyond twelve months.

4.15 Paid Leave for Cancer Screenings

The Authority provides paid time off to allow for cancer screenings. Regular Full-Time and Regular Part-Time employees are eligible for cancer screening leave. The cancer screening leave is 4 hours.

Cancer screening leave shall not be cumulative nor liquidated by cash for unused leave at the time of separation, retirement or death.

Ms. O'Connor moved to forward the Amendments to the ACAA Personnel Handbook to the full Board for approval at the 11:30 a.m. full Board meeting following this meeting. The motion was adopted unanimously.

1.2 Approval of Minutes: April 22, 2019

Dr. Greenberg moved to approve the minutes of the April 22, 2019 meeting. The motion was adopted unanimously.

1.2 Approval of Minutes: December 9, 2019

Dr. Greenberg moved to approve the minutes of the December 9, 2019 meeting. The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 11:15 a.m.



ALBANY COUNTY AIRPORT AUTHORITY

PERSONNEL COMMITTEE

AGENDA

July 12, 2021

1.1 Amendment of ACAA Personnel Handbook

1.2 Acceptance of Minutes: April 22, 2019

1.3 Acceptance of Minutes: December 9, 2019

AGENDA ITEM NO. 2

Review Classifications of Employment

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CIVIL SERVICE EMPLOYEES ASSOCIATION
AFSCME LOCAL 1000, FOR LOCAL 765

AND

AVPORTS LLC

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

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Preamble

This Agreement, entered into by and between AVPORTS (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 Civil Service Employees Association, AFSCME Local 1000, for Local 765 (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 Appendix 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 January 1, 2023, and shall remain in full force and effect through 11:59 PM on December 31, 2025. The Agreement shall be subject to change by service of notice as required by the National Labor Relations. 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 November 30, 2025, or by midnight on November 30, 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 that Appendix A shall be retroactive to January 1, 2023.

(B) Any notice given under this Section shall be deemed to be served when mailed, postage prepaid, certified mail, return receipt requested, to the Vice President of Human Resources, AvPorts, P.O. Box 16860, Washington, D.C., 20041-6860 for service upon the Company and when similarly mailed to the CSEA, Capital Region Office, 1 Lear Jet Lane, Suite 2, Latham, New York 12110-2394, for service upon the Union or such other address as may be designated by either party upon

Article 2 / Period of This Agreement (Continued)

written notice to the other party. The date of mailing shown on the certified mail receipt shall be the controlling date for all purposes under this Agreement.

Article 3 **Waiver**

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

Article 4 **Management Rights**

(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, to schedule working hours and the number of hours per day and shifts to be worked, the right to hire, assign, promote, transfer, 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. The Company's failure to exercise any function reserved to it shall not be deemed to be a waiver of any such right.

(B) The Company shall not issue any rule or policy that conflicts 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.

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, sick out, 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

Article 5 / Strikes and Lockouts (Continued)

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**

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 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.

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

(B) Should any provision(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.

Article 8 **Non-Discrimination**

(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-

Article 8 / Non-Discrimination (Continued)

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 and arbitration provisions of this Agreement. Notwithstanding the foregoing, employees are not precluded from pursuing claims of unfair labor practices with the NLRB.

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

(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 Agreement with its own employees, will assign such work to employees covered by this Agreement. Management, and other employees of the Company not covered by this Agreement, will not perform bargaining unit work of employees in classifications covered under this Agreement except as follows:

(A) In bona fide emergencies, work that calls for immediate action required to protect life and property or to avoid interruption in airport operations or needed to perform essential functions. Notice to the Union of such work shall be made promptly.

(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 covered under this Agreement as soon as they can be made available.

Article 9 / Bargaining Unit Work (Continued)

(D) For the avoidance of doubt, the Company has the right to subcontract and assign work currently being performed by employees covered by this Agreement to any other employer or individual without limitation. However, any employee actively employed by the Company on January 23, 2008, whose position is eliminated as the result of a decision by the Company to subcontract work, will be reassigned to another position without a reduction in such employee's current regular rate of pay. The Company will use its best efforts to assign an employee to a comparable position and in the same department. Further, it is understood that the Company is a subcontractor of 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.

Article 10 **Snow Removal Operations**

Both parties recognize the importance of a safe and efficient snow removal/ice control effort at the Albany International Airport. It is the Company's intent to assign snow removal work to bargaining unit employees, although this does not restrict the Company from using others to supplement snow removal work forces.

It is understood that management personnel may perform snow removal operations in the absence of sufficient qualified bargaining unit personnel. The Company shall promptly attempt to contact sufficient qualified bargaining unit personnel to proffer work in snow removal operations when such work is required.

It is understood that bargaining unit employees are the primary snow removal workers for the aeronautical and other historically assigned areas.

It is further understood that bargaining unit workers will be utilized for snow hauling, after all aeronautical and historically assigned areas are completed (with no immediate attention needed) and that no essential job description work is needed.

The Union recognizes that the vehicle maintenance effort continuously interfaces with other airport department functions. The Union agrees to cooperate and facilitate this interface. In particular, the Union agrees to be flexible with other work units during snow removal operation. Specifically, the functions of fueling and attachment connections may be completed by others not in the bargaining unit after appropriate training and during snow removal operations for efficiency purposes. The parties recognize that this understanding is specific to the stated circumstances and does not apply to any other condition.

Article 11 **Job Classifications**

(A) Employee Access: The Employer shall update and maintain a complete written set of job specifications and/or job descriptions for each title within the CSEA-represented bargaining unit.

Article 11 / Job Classifications (Continued)

The Employer shall provide an employee, upon request, with a copy of the job specification for the employee's position.

(B) Changes in Job Specifications or Duty Statements: Changes in job specifications or job descriptions are subject to notification to the CSEA and shall be subject to impact negotiations if CSEA makes a demand as such.

(C) 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 12 **Employee Definitions**

Employees shall be listed as: regular full-time, regular part-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 (40) hour workweek, and is entitled to full benefits provided by this Agreement.

(B) Regular Part-Time Employee: A regular part-time employee is one who has completed the probationary period and is scheduled to work a minimum of twenty-nine (29) hours each week and is only entitled to benefits as expressly provided in this Agreement or by state or federal law. A regular part-time employee shall not perform work in excess of forty (40) hours in a workweek if an available qualified regular full-time employee is available to perform the work either on a straight time or overtime basis.

(C) Temporary Employee: A temporary employee is one who is hired either on a full-time or part-time basis for a fixed period of time not to exceed ninety (90) consecutive days, does not accrue seniority, is not eligible for any employee benefits under this Agreement unless expressly required by Federal or state law, and is subject to termination at the Company's discretion without recourse to the grievance procedure. Notwithstanding the foregoing, in the event a regular employee is absent due to a prolonged disability, the Company reserves the right to continue to employ the temporary employee for an additional period of time, not to exceed ninety (90) consecutive days.

(D) Probationary Employee: A probationary employee is one who is hired with the expectation that the employee shall become a regular employee, either in full-time or part-time status, and is subject to termination at the Company's discretion without recourse to the grievance procedure. The length of the probationary period for an employee in full-time status shall be one (1) year. The length of the probationary period for a part-time employee shall be one (1) year. During the probationary period, the Company shall have a quarterly evaluation meeting with the probationary employee and a representative of the Union with the consent of the employee. If the Company fails to have a quarterly evaluation meeting within a fifteen (15) day grace period with the probationary employee, the employee's probationary period shall be reduced by three months.

Article 13
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. Neither party may make any unilateral changes to 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 14
Local Committee of Adjustment

(A) As designated by the Union, there shall be a Local Committee of Adjustment (LCA), whose members are referred to as Representatives. The Representatives shall have completed their probationary periods with the Company at Albany International Airport. The Union will notify the Company in writing prior to a change of Representatives, including the name(s) of the new Representative(s) and the effective date(s) of the change(s).

(B) A Representative will be permitted to take the necessary time from his work assignment with pay, during straight time hours, in a manner that will not disrupt operations, after receiving advance management approval for Company-Union business as follows:

1. For discussions with a member of management regarding complaints or grievances of employees at a mutually agreeable time, and for reasonable periods of time to investigate grievances; and

2. For discussions on Company premises with a Staff Representative or Officer of Local 1000, when such accredited Union individual finds it necessary to contact the Representative regarding the interpretation or application of this Agreement. A Staff Representative or Officer of Local 1000 and/or other accredited Union individuals shall, upon request by the Union, and approval of the Company, which shall not be unreasonably withheld, be admitted to the facilities by the Company during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances. All such individuals shall comply with the security regulations as required of all other visitors to the facilities.

(C) It is understood that the Representatives have full time work to perform as assigned by the Company and that the contact on Company time, and the number of Representatives involved in the contacts provided for in this Article, will be no more frequent, no longer and no greater than the matter for discussion reasonably requires. It is also understood that except in extraordinary circumstances, no more than one Steward shall be involved in investigating, presenting and processing of a grievance or otherwise addressing a complaint while on Company time.

Article 14 / Local Committee of Adjustment (Continued)

Notwithstanding the foregoing, more than one (1) Representative may participate in the grievance process at Step 2 or higher of the grievance procedure.

(D) The President, Vice President, Secretary/Treasurer and Steward, as well as Vice Chairpersons, will be allowed time off without pay to attend and participate in regularly scheduled monthly meetings. Such local meeting dates must be communicated in writing to department supervisors 48 hours prior to the meeting.

(E) Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as a representative of the Union so long as such acts do not interfere with the conduct of Company business, nor shall there be any discrimination against any employee because of Union membership or lawful activities.

Article 15 **Dues Check Off**

(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 1000 of the Union an amount necessary to satisfy the 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. All non-temporary employees covered by this Agreement shall be or become members or agency fee payers of the Union and all such employees shall thereafter maintain membership or agency fee payer status 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) In the event a deduction for Union dues is not made on one or more consecutive regular payroll deduction dates due to the lack of earnings or insufficient earnings by the employee, then on the next regular payroll deduction date, such deduction shall be made.

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

(E) 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.

(F) Deductions provided in this Article shall be remitted to the Treasurer of the Union no later than the thirtieth (30) day of the month following the month in which the deduction was made and shall include all deductions made in the previous month.

Article 15 / Dues Check Off (Continued)

(G) 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.

(H) As a condition of employment, all employees in the bargaining unit shall either be CSEA members in good standing or CSEA agency fee payers for the term of this Agreement. Each employee covered by this Agreement who is not already a member of CSEA on the effective date of this Agreement or date of hire, has thirty (30) days in which to choose his/her status as either a CSEA member or agency fee payer.

(I) 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 fourteen (14) calendar days from the receipt of such notice, discharge such employee, unless during such fourteen (14) 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.

(J) 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 16 **Bulletin Boards**

(A) The Company shall place a bulletin board in the employee work space of each department for the use of the Union for the posting of notices of meetings, bulletins and other Union matters. The Union agrees that the bulletin board space so provided shall not be used for the posting of anything derogatory to the Company, its management, its employees, or its customers and the Company reserves the right to remove any such derogatory posting. All notices to be posted must bear the approval for posting of the appropriate Union representative and are subject to removal by the Company if not so approved. Each bulletin board will be secured under glass with a lock. A key for each lock will be held by the Local President for the respective department and the Airport Manager.

(B) It is anticipated that three locations will be utilized.

Article 17
Solicitation of Membership

(A) Employees and Union Representatives will not solicit Union membership or collect dues or other fees on Company time from any group or individual outside of the bargaining unit.

(B) CSEA Participation: CSEA shall have the right and opportunity to meet with new employees in the CSEA-represented unit as part of the overall orientation process of the Employer. The purpose of CSEA's participation in this process is to familiarize new employees with the programs and benefits of union membership. The Employer shall notify CSEA when new employees are hired and of the time and place of the orientation so that CSEA can participate pursuant to this Article.

(C) Pay for Employee Orientation: All employees shall be paid their regular wages for all time spent at the employee orientation program of the Employer. CSEA shall designate three (3) representatives to carry out the duties called for in this Article, however, only one representative shall be present at orientation and CSEA's portion of the orientation shall be limited to no more than one-half (1/2) hour in duration.

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 grievance shall be taken up by the Union Representative for the aggrieved employee with the department head involved within ten (10) calendar days of the occurrence causing such grievance or the matter shall be considered resolved. The department head must give his answer within ten (10) calendar days.
- Step 2 If no satisfactory settlement is reached at Step 1, then upon receipt of the department head's answer or if the department head does not provide his answer within ten (10) calendar days of the Step 1 meeting, whichever comes earlier, the grievance shall be reduced by the Union Representative to writing and presented to the Airport Manager no later than 30 days from the occurrence described in Step 1. The Airport Manager must give his response in writing within ten (10) calendar days.
- Step 3 If no satisfactory settlement is reached at Step 2, then upon receipt of the Airport Manager's answer or if the Airport Manager does not provide his answer within ten (10) calendar days of his receipt of the written grievance at Step 2, whichever comes earlier, the Union Representative shall call in the Chairperson of the Union or his designee who shall meet with the Airport Manager and the Union Representative within ten (10) calendar days.

Article 18 / Grievance Procedure (Continued)

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 thirty (30) 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 Representative directly at Step 2. Likewise, any grievance filed by the Employer shall be initiated at Step 2. In this regard, either the Union Chairperson 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.

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. 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.

Article 19 / Mediation and Arbitration (Continued)

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 select 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.

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 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.

Article 20 **Seniority**

Seniority

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 except those reasons listed further in this Article. All new full time employees shall, for the first year of their employment, be considered probationary employees. All new part-time employees shall, for the first year of their employment, be considered probationary employees. Probationary employees shall be placed on the Union seniority list immediately upon commencing employment. All such employees may be dismissed during this probationary period and shall not have recourse to the grievance procedure to challenge such dismissal.

Temporary employees, as defined under this Agreement, shall not acquire Union seniority or department seniority under this Agreement.

Article 20 / Seniority (Continued)

Department seniority shall be the relative status of the employee with respect to the length of service in his current department. Departments are Airfield, Vehicle, and Glycol.

Department seniority will govern the employee's relative standing for bidding purposes within the employee's current department for positions within that department.

A roster giving both Union seniority and department seniority shall be furnished to the Union twice annually, in the months of January and July. Separate seniority lists will be furnished for full-time and part-time employees.

Leaves of Absence: Except as otherwise stated in this Agreement, employees who are on unpaid leaves of absence shall accrue seniority for the period of unpaid leave of absence.

Workers' Compensation Leave: An employee who is on Workers' Compensation shall continue to accrue seniority for a maximum of one (1) year as if the employee was in regular pay status, provided that such employee maintain appropriate workers' compensation status pursuant to the appropriate rules and regulations.

An employee shall lose Union seniority and department seniority upon the occurrence of any of the following listed in (1) through (11) below:

- 1) Resignation from the Company;
- 2) Resignation from the Union;
- 3) Three (3) consecutive days of unreported absence, except in circumstances beyond the employee's control which must be substantiated to the Company's satisfaction;
- 4) Discharge (upheld);
- 5) Failure to report for recall from layoff as provided in this Agreement;
- 6) Layoff for a period of twelve (12) months;
- 7) Failure to return to duty from an approved leave of absence as scheduled;
- 8) 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;
- 9) The award of compensation for permanent and total disability on account of an occupational injury or disease;
- 10) Medical leave of absence for a period of twelve months inclusive of FMLA leave;

or

- 11) Engaging in gainful employment while on a leave of absence, unless approved in advance by the Company or permitted by law.

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 and temporary 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 employee's social security number. 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 by classification in accordance with department seniority. Such affected employee shall be permitted to displace an employee with less department seniority in a lower job classification, provided the affected employee is qualified for the classification.

(E) Company and department seniority rights of a laid-off employee will continue to accumulate while he/she is laid off for a period of one (1) year.

Recall

(A) The Company will advise each employee who has been laid off; who displaced a junior employee in a lower classification due to a layoff; or who filled an approved vacancy due to a layoff to be recalled by registered or certified United States mail, return receipt requested. A copy of such recall notice will be furnished to the Local Chairperson, 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) 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.

Article 21 / Layoff and Recall (Continued)

(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 bargaining unit candidate of such candidates will be given preference. The Company may use a bargaining unit employee to assist in evaluation of technical skills.

(B) An employee bidding for more than one (1) vacancy shall indicate the order of preference on each bid. If he is the senior qualified bidder for more than one (1) vacancy, he shall have the opportunity to qualify only for the job ranked highest in his preference. All bids will be furnished to the Company in writing and signed by the bidder.

(C) Temporary employees are not considered to have acquired seniority for purposes of this provision and are assigned shifts based on operational requirements which remain after regular employees within the classification have exercised their right to a preference.

(D) 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.

(E) 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, 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.

Article 22 / Bidding and Promotions (Continued)

(F) 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. An employee who voluntarily downgrades to a lower job classification shall not have their rate of pay reduced by more than the difference between job rates on the starting salary schedule.

(G) Copies of all bids will be furnished to the LCA Committee. The Company will post bids when a vacancy occurs.

(H) Work Schedule Rebid

(1) Work schedules (days off and shifts) shall be rebid by job classification on a semi annual basis. On or about, but not to exceed 30 calendar days before or after April 15th and November 1st of each year, the Company shall post the schedules for a minimum of fifteen (15) days.

Work schedules for the Glycol Department (days off and shifts) shall be rebid by job classification on a semi-annual basis. On or about, but not to exceed 30 calendar days before or after May 15 and November 1 of each year, the Company shall post the schedule for a minimum of fifteen (15) days. If the winter schedules for Glycol Process Operators include different shifts (as described in Article 29, Hours of Work and Overtime, [C]), the shift duration shall be made as equal as possible and the Glycol Process Operators will rotate through the established shifts.

The implementation of winter shifts may occur on or after the first weather event of the winter season. The Company shall notify the employees on the day before an anticipated weather event that they will be needed to shift for that next day. If this occurs, the employees will be sent home without loss of their day shift hours. The employees will return at their shift bid time which will be paid at straight time with the applicable overtime rates applied pursuant to FLSA. Once the weather event is over, all employees will be notified to return to the day shift at the start of their next work week.

The Company will have the right to determine the length of the shift change and when the weather event is declared over. In addition, after the shift change has been initiated due to the weather event, employees will not be able to transition back until the start of a new pay period. In the event winter shifts have not been implemented by January 1, they shall be implemented on January 1.

The Company will not rebid the work schedules in the interim unless there is a bona fide operational need and not before consultation with the Union. In order to guarantee the assignment of a lead to a shift as may be required, the bidding will be separate for leads and non-leads. Employees may submit preferences in writing within their respective job classifications to the Company within such fifteen (15) day period. Awards will be based on department seniority within each classification. Employees failing to bid or who do not have sufficient Union seniority to be awarded their bid will be assigned work schedules by the Company. Employees working a sixth (6th) or seventh (7th) consecutive day as a result of this

Article 22 / Bidding and Promotions (Continued)

paragraph will be paid at straight time rates for such sixth (6th) and/or seventh (7th) day worked unless overtime pay is required by the FLSA.

(2) Notwithstanding Article H(1), the Company retains the right, with five consecutive day advance notice, to reschedule employees in order to complete aeronautical surface repairs, including, but not limited to, rubber removal, crack sealing, light repair, surface repair, painting, or grass cutting.

The assignment shall be done by utilizing seniority roster for the appropriate skill necessary.

The work assignment can be cancelled by the Company with 48 hours notice for weather related reasons without penalty.

(3) If a vacancy occurs in the interim between the semi-annual work schedule rebid, the Company will post for rebid all jobs in the classification in the department in which the vacancy exists, in accordance with the provisions set forth in the paragraph immediately above. Any vacancy existing after such interim rebid shall be bulletined.

(4) The Company and the Union agree to form a labor management committee to discuss options for shift change delays and to discuss other options for shift coverages. Any agreement made between the Company and the Union through these discussions that makes changes to the Agreement will be brought back to the Union membership for vote and final approval.

(I) Temporary Assignments for Non-Lead Positions

It is recognized that temporary assignments may be necessary.

(1) The Company may assign an employee on a temporary basis to perform the duties and accept the responsibilities of a higher or a lower classification of work to replace an absent employee or in consideration of operational requirements.

(2) An employee serving on a temporary basis in a higher rated job classification for more than one (1) hour but less than four (4) hours in a work day, shall receive the rate of pay of the higher rated job for all hours so assigned, and if assigned for four (4) hours or more, shall receive the rate of pay of the higher rated job for all hours worked in the work day. An employee assigned on a temporary basis to a job classification that is lower rated and compensated shall be paid as if he or she had remained in his or her regular position.

(3) Upon completion of the temporary assignment, the employee shall return to the classification and shift held immediately prior to the temporary assignment.

(J) Temporary Assignments for Lead Positions

(1) The Company may assign an employee on a temporary basis to perform the duties and accept the responsibilities of a higher or a lower classification of lead work to replace an absent employee or in consideration of operational requirements.

(2) Compensation for this work shall be per Appendix A.

Article 22 / Bidding and Promotions (Continued)

(K) Relief Assignments

Class I:

Relief assignments of a single day or more utilized to provide coverage for vacations, holidays, sick leave, jury duty, and other temporary absences.

Class I relief responsibilities can only be implemented at the scheduled shift bids. The Class I relief responsibilities would be associated with specific scheduled shift bid(s).

Employees selecting assignments under this category are eligible for pay at the time and one-half rate for work performed on the sixth (6th) day and double time for the seventh (7th) day actually worked in the work week. However, the foregoing overtime provisions will not apply when an employee's work schedule is changed to provide relief coverage as set forth above.

If a Class I relief assignment has a prescheduled vacation of five (5) working days or longer and a conflict exists between such prescheduled vacation and the assignment, such employee shall be permitted to take such vacation without disruption to the rest days bridging such vacation time.

Article 23 **Vacations**

AvPorts will grant vacation to regular full-time and regular part-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. Vacation must be taken in the benefit year in which it is granted. Vacation not used at the end of the benefit year will be forfeited without compensation, unless an employee was precluded from taking vacation due to Company operational requirements, in which event at the employee's option, the employee will be permitted to reschedule such vacation for use in the following year or he can elect to be paid without actually taking such vacation.

Notwithstanding the above, an employee, after utilizing the first eighty (80) hours of vacation accrued in the benefit year, who has vacation hours unused at the end of the year, shall be paid for the balance of any remaining vacation hours, up to a maximum of eighty (80) hours. Any such hours will be paid out in the January of the next year at the previous year's hourly rate.

- Upon initial eligibility, the employee is entitled to ten (10) vacation days each year accrued monthly at the rate of 0.833 days per month.*
- On the first day of the calendar year in which an employee's fifth (5th) year of employment anniversary falls, the employee is entitled to fifteen (15) vacation days each year accrued monthly at the rate of 1.250 days per month. *

Article 23 / Vacations (Continued)

- On the first day of the calendar year in which an employee's tenth (10th) year of employment anniversary falls, the employee is entitled to twenty (20) vacation days each year accrued monthly at the rate of 1.667 days per month. *

*In order to be credited with such accrual, an employee must have actually worked which includes paid sick, paid vacation, paid holidays, paid jury duty, and paid personal day.

Regular part-time employees shall accrue vacation on a pro-rata basis in accordance with their regularly scheduled hours of work.

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

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 1st and June 30th will be eligible for five (5) working days paid vacation in that benefit year, upon successful completion of the probationary period.

Employees hired between July 1st and December 31st will be eligible for ten (10) working days 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, or bonuses.

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 except as otherwise permitted in this Article.

(2) So far as practical, vacation time preference will be given to employees with the greatest Department seniority. Employees may split their vacation for selection purposes into any number of segments with a minimum length of at least five (5) working days in each segment. Employees shall designate only one (1) segment as primary. The primary choice of an employee shall have precedence over the secondary choice of any other employee, regardless of seniority.

Article 23 / Vacations (Continued)

Notwithstanding the above, employees may liquidate vacation in one (1) day or one-half (1/2) day increments to a maximum of ten (10) days per year subject to the approval of management based upon service requirements. The request must be made at least one week day in advance. Single-day or one-half day vacation requests will be granted on a first come, first-served basis subject to service requirements.

(3) Each year, on or before the first Monday in February, the Company shall post the following vacation bid schedule of available slots:

Between the months of April through October there will be four Airfield, two Vehicle mechanics and one Glycol employees off per day. Between the months of January through March and December there will be no vacation scheduled through the bid process but requests and approvals may be allowed on a case by case and day by day basis per management approval. The month of November there will be one Airfield, one Vehicle mechanic and one Glycol employees off per day. Leads are included in the per day total.

Each vacation bid schedule shall contain the names of employees in descending Department seniority order. Each employee, in Department seniority sequence, shall indicate his primary and secondary bid (if applicable) vacation selection(s), or the word "waive" and initial his entry. Employees entering the word "waive" indicate their desire not to participate in the vacation bid process and their vacation shall be assigned by management. Employees failing to participate in the bid process due to absence from work during the entire bid schedule period will select from the vacation periods still available upon their return to work.

- (i) Vacation bids will be awarded on the basis of Department seniority.
- (ii) The vacation bid schedule period will begin on the first Monday of February and will end fourteen (14) calendar days later.
- (iii) The Company shall post the results of the vacation bid in the form of a vacation schedule no later than February 28th.
- (iv) Employees will not be permitted to trade vacation periods.

(4) Employees must give no less than one (1) week notice in order to cancel a vacation. In order to be processed the cancellation notice must be accompanied with a new vacation request for the identical duration of vacation that is being cancelled and the new vacation request must be approved. Any employee who wishes to change vacation dates after the vacation schedule has been established, must do so at least one (1) week prior to the new vacation dates requested. The one week notice will be waived in the case of an emergency condition. Vacation changes will be permitted for available dates only and must be approved by management. An employee changing vacation dates may not displace another employee regardless of seniority.

Article 23 / Vacations (Continued)

The term "service time" is defined as those days 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.

Service time shall not include days when an employee is severed from the active payroll due to voluntary or upheld 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.

Article 24 **Holidays**

(A) The Company recognizes the following holidays:

New Year's Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day After Thanksgiving Day
Christmas Day
Two (2) Floating Holidays

The holidays listed above affected by the Federal Monday Holiday Act will be celebrated in accordance with the date specified thereby. If any of the above holidays fall on an employee's regular day off, his next regularly scheduled workday shall be observed as the holiday.

(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 hour 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.

(C) In order to be eligible for holiday pay, an employee must have successfully completed his probationary period and worked his last scheduled work day immediately before and his first

Article 24 / Holidays (Continued)

scheduled workday after the holiday. Vacation pay, bereavement pay, paid holiday, paid personal day, and paid jury duty pay shall be considered as time worked for purposes of determination of holiday eligibility as discussed above.

(D) Requests to use a floating holiday must be made to management at least one (1) week day in advance. Approval of requests will be based on Company operating needs. A floating holiday can be used in full day or half-day increments.

(E) Where an employee's regularly scheduled shift commences between 11:00 pm but prior to 12:00 midnight, for purposes of designation of a holiday for such employee, the workday will be deemed to have begun at 12:00 midnight.

(F) 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.

(G) On each January 1, each active regular full-time employee shall be credited with three (3) personal days (twenty-four hours) for use in that calendar year. On the date of successful completion of the probationary period by a full-time employee from January 2 through December 31, such employee shall be credited with three (3) personal days (twenty-four hours) for use in that calendar year. A personal day may be used in one hour increments up to eight hours per day and twenty-four hours total per year. Request for use of a personal day or hourly increment must be made to an employee's direct supervisor at least one week day in advance. Requests are subject to management approval in consideration of operational need and will not be unreasonably denied. The personal day must be used within the calendar year or it shall be forfeited. A personal day may be used on less than one (1) week day notice when the need for the day is not foreseeable one (1) week day in advance. Examples of unforeseeable needs are: accidents, sudden illnesses, previously unknown court appearances, and sudden illness in the family.

Regular part-time employees shall be entitled to the following holidays: New Year's Day, Memorial Day, July 4th and Christmas. The amount of holiday pay for such day shall be equal to the number of hours in the regular part-time employee's regular scheduled workday. If such employee is not scheduled to work on the holiday, or is scheduled but is not required to work, he will receive the holiday pay. If required to work, he will receive time and one half for all hours worked in addition to the holiday pay.

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 fifteen (15) work days 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. An employee who responds to a jury

Article 25 / Jury Duty (Continued)

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 the day after having been released or placed "on call". An employee shall report to work on a work day when he is excused from jury duty within the first hour of reporting for jury service.

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

Article 26 **New York State Sick/Safe Leave Law**

(A) Regular full-time employees are entitled to accrue a maximum of fifty-six (56) hours of paid sick/safe leave per calendar year, which hours shall be made available at the beginning of each calendar year for those employees who are in the employ of Avports at the start of the calendar year. Those employees who begin their employment with Avports after the start of the calendar year will accrue one hour of paid sick/safe leave for every 30 hours worked up to a maximum of fifty-six (56) hours in that calendar year or in accordance with applicable law. Eligible employees may use sick leave benefits for Permitted uses as written in New York State Labor Law 196-b (hereinafter New York State Sick/Safe Leave Law). Sick/Safe leave is not intended as a substitute for annual leave in accordance with New York State Sick/Safe Leave Law.

(B) Permitted Uses

Employees may use accrued leave following a verbal or written request to their employer for the following reasons impacting the employee or a member of the employee's family for whom they are providing care or assistance with care:

Sick Leave:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.

Safe Leave:

- For an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:
 - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;

Article 26 / New York State Sick/Safe Leave Law (Continued)

- to meet with an attorney or other social services provider to obtain information and advice on and prepare for or participate in any criminal or civil proceeding;
- to file a complaint or domestic incident report with law enforcement;
- to meet with a district attorney's office;
- to enroll children in a new school; or
- to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

For purposes of safe leave, a "family member" includes an employee's child (including foster child, legal ward, or equivalent legal relationship), spouse, domestic partner, parent (including a step- or foster parent, legal guardian, or equivalent legal relationship), sibling, grandchild, grandparent, and the child or parent of an employee's spouse or domestic partner.

(C) Sick/Safe leave benefits will be calculated based on the employee's base pay at the time of absence. Unused sick/safe leave benefits will not be paid to employees upon termination of employment.

(D) 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 as specified in (B) above; 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 documentation from a licensed medical care provider when so required;
- (3) Absence is for any reason other than those outlined in (B) above; or
- (4) Sickness occurs on the employee's scheduled days off, during vacation period, or on a paid holiday.

(F) Responsibility for Administering Sick Leave Pay Policy

The administration and approval of sick leave pay is the responsibility of the Airport Manager. The Airport Manager may require documentation from a licensed medical care provider for an absence of three or more consecutive workdays.

(G) Employee Responsibility for Reporting (requesting) Sick Leave

Article 26 / New York State Sick/Safe Leave Law (Continued)

(1) When sick at home, the employee is responsible for notifying the on-duty supervisor or such reporting point as may be specified. The notification must be made no less than one (1) hour prior to or no more than 48 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 Airport Manager or his designee.

(2) Sick/Safe leave will be taken in minimum increments of one (1) hour. Normally, notification is required on each additional day of absence, unless the supervisor has advised otherwise because of a prolonged illness or disability.

(3) When taken sick at work, if the employee is sent home, Accounting will debit partial days usage of sick pay to the nearest half (1/2) of an hour. 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.

(4) When an employee needs to take emergency sick or safe leave during a scheduled shift the employee will notify the on-duty manager as soon as is practical.

(5) The Union acknowledges that this Agreement provides for a comparable benefit in the form of leave, compensation and other employee benefits (or some combination thereof), as provided in the provisions of New York State Labor Law 196-b in effect on the date of ratification of this agreement.

(6) When returning to work after an absence due to his or her own 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.

(7) 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) Employees who are in the employ at the end of the calendar year will have the option at the end of the calendar year to elect to be paid for all or some of the unused sick/safe leave hours that they received in that calendar year or to carry over the unused hours to be placed in a sick/safe hours bank. Hours for which an employee elects to receive pay will not be placed in the sick/safe hours bank.

(I) Avports Sick/Safe Hours Bank

(1) No more than 80 sick/safe banked hours can be used in a calendar year.

(2) The sick/safe banked hours are only available for use as outlined below:

- (a) to augment any short-term disability payments up to 100% of pay;
- (b) to augment any long-term disability up to 100% of pay; and

Article 26 / New York State Sick/Safe Leave Law (Continued)

(c) in accordance with the Permitted Uses sick/safe time provisions in (B) above.

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

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 an employee's personal health care issue whether work related or non-work related:

For all Employees with at least one (1) year of service:

1. Medical & Dental insurance: Continues for a maximum period of six (6) months, inclusive of FMLA leave, provided the employee continues to pay his portion of the monthly premium. After six (6) months, the coverage will only be available if the employee elects coverage under COBRA and pays the full cost of the monthly premium.

Article 27 / Leave of Absence (Continued)

2. 401K: No participation if receiving disability or worker's compensation payments.
3. Short Term Disability: Employee cost of the monthly premium is waived while the employee is on short term disability and the waiver continues if the employee does to long term
4. Long Term Disability: Continues, consistent with the plan provisions, at Company expense while the employee is on Short Term Disability and until the Company obtains a waiver of the payment of the cost of the monthly premium if employee goes to Long Term Disability
5. Life Insurance and AD&D: Continues, consistent with the plan provisions, at Company expense for the duration of the leave up to a maximum of one (1) year.
6. Any supplemental insurance purchased by the employee remains the financial obligation of the employee while on a Leave of Absence.

For employees with less than one (1) year of service:

1. Medical & Dental Insurance: No participation unless the employee elects coverage under COBRA and pays the full cost of the monthly premiums.
2. 401K: No participation if employee is receiving disability or worker's compensation insurance payments.
3. Short Term Disability: Cost of the monthly premium is waived while the employee is on short term disability and the waiver continues if the employee goes on long term disability.
4. Long Term Disability: Continues consistent with the plan provisions at Company expense while the employee is on short term disability and until the Company obtains a waiver of the payment of the cost of the monthly premium if the employee goes on long term disability.
5. Life Insurance and AD&D: Continues consistent with the plan provisions at Company expense for the duration of the leave up to a maximum of one (1) year.
6. Any supplemental insurance purchased by the employee remains the financial obligation of the employee while on a leave of absence.

For a Leave of Absence for a FMLA covered situation for an employee's family member:

1. Medical & Dental Insurance: Consistent with the law (FMLA), which provides for continuation of coverage for a maximum period of twelve (12) weeks, provided the employee continues to pay his portion of the monthly premiums. After twelve (12) weeks the coverage will only be available if the employee elects coverage under COBRA and pays the full cost of the monthly premium. Note: Employees with less than one (1) year of employment are not eligible for FMLA.
2. 401K: No participation.

Article 27 / Leave of Absence (Continued)

3. Short term disability: Continues consistent with the plan provisions at Company expense for the duration of the leave up to a maximum of three (3) months.
4. Long term disability: Continues consistent with the plan provisions at Company expense for the duration of the leave up to a maximum of three (3) months.
5. Life Insurance and AD&D: Continues consistent with the plan provisions at Company expense for the duration of the leave up to a maximum of three (3) months.
6. Any supplemental insurance purchased by the employee remains the financial obligation of the employee while on this leave of absence.

Reasonable Accommodations for early return at less than 100%:

Employees who are out on a leave of absence for personal medical reasons and believe they may be able to return to work with some limitations that would be of a short duration which are supported by their doctor in writing may request "reasonable accommodations" through the Company for an early return to work. The Company agrees that they will make every effort to review the employee's request and attempt to make a reasonable accommodation that fits in with the operational needs of the Company.

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.

Benefits for a leave of absence for personal reasons unrelated to an employee's personal health issue or a FMLA situation for an employee's family member:

1. Medical & Dental Insurance: No participation unless the employee elects coverage under COBRA and pays the full cost of the monthly premium.
2. 401K: No participation.
3. Short Term Disability: Continues consistent with the plan provisions at Company expense for the duration of the leave up to a maximum of thirty (30) days.
4. Long Term Disability: Continues consistent with the plan provisions at Company expense for the duration of the leave up to a maximum of thirty (30) days.
5. Life Insurance and AD&D: Continues consistent with the plan provisions at Company expense for the duration of the leave up to a maximum of thirty (30) days.
6. Any supplemental insurance purchased by the employee remains the financial obligation of the employee while on a leave of absence.

Article 27 / Leave of Absence (Continued)

Union Leave of Absence

Upon written request from the Union President and subject to operational requirements, the Company may grant extended time-off to a Union Officer(s) without pay for legitimate Union business. This period shall not exceed one 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 a regular full time employee's (not including temporary or probationary) immediate family, the Company will grant time off, to a maximum of three (3) days, for which payment will be compensated at the employee's regular rate of pay.

Immediate family is defined as: Spouse, Domestic Partner, Children, Step-Children (children of spouse or domestic partner), Children for which the employee has guardianship, Grandchildren, Step-Parents, Grandparents, Mother, Father, Sister, Brother, Immediate Family of Spouse/Domestic Partner (Mother, Father, Sister, Brother, Grandparents, Children).

The Company will grant time off up to a maximum of one (1) day for other relatives defined as: Great-Grandparents, Aunt (of employee), Uncle (of employee), Spouse of current sister-in-law, Spouse of current brother-in-law.

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, other paid leave, or unpaid personal leave.

Article 28 **Benefits**

Insurance

The Company agrees to provide health care benefits, dental, 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. If a change is being considered mid-contract, the Company agrees to meet with CSEA prior to such change. 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. Employees hired on or after 1/1/14 shall pay 10% of their health premiums effective

Article 28 / Benefits (Continued)

1/1/14, 12% of their health premiums effective 1/1/15, and 15% of their health premiums effective 1/1/16.

401 (K) Plan

The Company agrees to allow eligible employees to participate in the Company 401(k) savings plan consistent with the plan provisions.

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.

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.

Flex Spending

The Company agrees to provide a Flex Spending Program.

Miscellaneous Benefits

- Pay will be weekly.
- The Company will provide a direct deposit option.

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.

Article 29 **Hours of Work and Overtime**

(A) For all full-time employees, eight (8) consecutive hours in a regular work shift, exclusive of a one-half hour unpaid meal period, shall constitute the standard work day.

(B) For all full-time employees, five (5) consecutive days, shall constitute the regular work week.

(C) The Company shall establish employee shift start times, including, but not limited to staggered start times, without limitation, based on operational need. A shift differential of one dollar (\$1.00) per hour for all hours worked shall be provided on an hourly basis for an employee whose shift begins at or after one (1:00) pm but before four (4:00) pm. A shift differential of one dollar and ten cents (\$1.10) per hour for all hours worked shall be provided on an hourly basis for an employee whose shift begins at or after four (4:00) pm but before five (5:00) am. All shift differentials shall be paid for all hours worked and for all paid leave time used by the employee. In addition, if an employee's shift begins during a period covered by a shift differential and extends into a period covered by another shift differential or into a period not covered by a shift differential, he or she

Article 29 / Hours of Work and Overtime (Continued)

shall receive the higher shift differential for all hours worked, regardless of whether all hours were covered by that shift differential.

(D) There shall be a ten minute break for each 4 continuous hour period of work. There shall be two (2) ten (10) minute break periods during the standard workday. So far as is practical, one (1) break shall be within the first four (4) hours of the shift and the second shall be within the second four (4) hours of the shift. Break times are inclusive of travel to and from the employee's assigned work area. Accordingly, it is recognized that when an employee is working at a location not in proximity to his break room, the employee may not have sufficient time to go to his break room during the break, and therefore an acceptable nearby alternative location may be utilized.

Overtime

(A) Time and one-half (1½) of the regular hourly rate shall be paid for all time actually worked in excess of eight (8) hours in a work day or forty (40) hours in any work week; and paid holiday, paid sick days, paid vacation, paid personal day, paid jury duty, paid bereavement, and time off for authorized Union business shall count as time actually worked for purposes of this provision.

(B) Time and one-half (1½) of the regular hourly rate, in addition to holiday pay, shall be paid for all work performed on any paid holiday.

(C) Time and one-half (1½) of the regular hourly rate shall be paid for all work performed on the sixth (6th) consecutive day actually worked in a work week; and paid holiday, paid sick days, paid vacation, paid personal day, paid jury duty, paid bereavement, and time off for authorized

Union business shall count as time actually worked for purposes of this provision. Notwithstanding the foregoing, if a part-time employee has not worked for forty (40) hours prior to the sixth (6th) consecutive day actually worked, the employee shall receive the regular hourly rate for all hours worked on the sixth (6th) day and shall only receive time and one half (1½) the regular hourly rate for hours worked beyond forty (40) hours.

(D) Pay at two (2) times the regular hourly rate shall be paid for all work after twelve (12) hours actually worked in a work day.

(E) Pay at two (2) times the regular hourly rate shall be paid for all work performed on the seventh (7th) consecutive day actually worked in a work week; and paid holiday, paid sick days, paid vacation, paid personal day, paid jury duty, paid bereavement, and time off for authorized Union business shall count as time actually worked for purposes of this provision. Notwithstanding the foregoing, if a part-time employee has not worked for forty (40) hours prior to the seventh (7th) consecutive day actually worked, the employee shall receive time and one half (1½) the regular hourly rate for all hours worked on the seventh (7th) day and shall only receive two (2) times his regular hourly rate for hours worked beyond forth (40) hours.

(F) There shall only be one sixth (6th) consecutive day and one seventh (7th) consecutive day in a workweek. The workweek shall begin on Saturday. Where an employee's regularly scheduled shift

Article 29 / Hours of Work and Overtime (Continued)

commences between 11:00 pm but prior to 12:00 midnight, the workday will be deemed to have begun at 12:00 midnight.

(G) The Union will cooperate with the Company in fulfilling the overtime man hours necessary to meet overtime schedules.

(H) Employees who work in excess of their scheduled hours on any day and/or week shall not be required to take compulsory time off during their regularly scheduled working hours.

Employees assigned or required under instructions from the Company to attend Company business affairs shall be paid the same compensation they would have earned had they remained on their regular assignment. If required to perform the above on the day(s) off, the employee will be compensated with normal pay procedures. If the employee is required to travel on their day(s) off, they will be compensated per the Fair Labor Standards Act. However, an employee who is scheduled to attend off-site specialty training may be excused by the Company from his regular work shift/schedule to attend such training for the duration of such training, in which event the language in the foregoing sentence shall not apply.

Expenses incurred by the employee during off-airport business assignments will be reimbursed by the Company as outlined in Company Policy, Business Travel Expenses with the exception of meal reimbursement, which will be reimbursed by the Albany County Airport Authority Travel Policies and Procedures, Meal Allowance.

(I) There shall be no pyramiding of overtime.

(J) No overtime shall be worked unless it is at the direction of the management of the Company.

(K) No employee shall be permitted to work more than twelve (12) hours in a workday exclusive of unpaid meal periods.

(L) Overtime Distribution

(1) The principles of equal distribution of this Article will be applied as set forth below.

As used herein, the term "overtime" shall mean:

- (a) All time worked before or after an employee's regular scheduled hours.
- (b) All time worked within a day or part of a day during which the employee was not scheduled to work.

(2) An employee roster, based on seniority for each department and for the Total Bargaining Unit, will be maintained and posted in the manager's office. The roster will be kept current regarding employee eligibility by the manager. Note: the roster for weekend overtime assignments shall be the shift roster in effect for the work week.

Article 29 / Hours of Work and Overtime (Continued)

(3) Individual overtime assignments for all employees will be offered in declining order of the roster (roster eligible) and per the following steps.

For purposes of equalization of overtime, the overtime work unit shall consist of all employees in the job classification on all shifts and days off. When overtime is required, it shall be proffered as outlined below to the qualified employee based on the roster rotation.

I. The steps outlined herein shall be used in the order set forth below to proffer overtime assignments of less than eight (8) hours.

- A. **Holdover**
Proffer within the unit to the first (and subsequent) roster eligible employee(s) whose scheduled quitting time coincides with the beginning of the assignment.
- B. **Early Call-In**
Proffer within the unit to the first (and subsequent) roster eligible employee(s) scheduled to work whose starting time coincides with the estimated expiration of the assignment.
- C. **Recall**
Proffer within the unit to the first (and subsequent) roster eligible employee(s) for whom it is a regularly scheduled workday.
- D. **Sixth and Seventh Day**
Proffer within the unit to the first (and subsequent) roster eligible employee(s) for whom it is a regularly scheduled day off.
- E. **Assigned Overtime**
Employees will be assigned in accordance with the below subsection (8) of this Article.

II. Proffers of assignments estimated to be of eight (8) hours duration shall first be offered to the first (and subsequent) roster eligible employee(s) on their regularly scheduled days off (Step D of I. above). Unfilled assignments shall then be filled by proffering four (4) hour assignments in the following order: Holdover, Early Call-In, and Recall. (Steps A through C of I. above). If the assignment is still unfilled, it will then be filled by proffering extensions to employees working holdover assignments. Remaining assignment(s) will be filled in accordance with the below subsection (8) of this Article.

Overtime assignments set forth in I. and II. above shall not be proffered to employees who will not receive a seven and one half (7½) hour break, except when assigning employees under the provisions of the below subsection (8) of this Article.

Article 29 / Hours of Work and Overtime (Continued)

(4) Overtime assignments set forth in I and II above shall not be proffered to employees who will not receive a seven and one half (7 ½) hour break, except when assigning employees under the provisions of the below subsection (8) of this Article.

(5) Overtime assignments will be assigned pursuant to Appendix B. Further, the Union recognizes that in assigning overtime management must also consider availability of employees, continuity of the work (not to exceed 4 hours) and requirements of the job. The Union also recognizes that under no circumstances will employees be paid for overtime not worked.

(6) After the requirements of the job have been met, management may excuse employees from overtime work to attend regularly scheduled Local union meetings provided that the Local advises the Company in advance of the meeting dates and time. Efforts will be made to excuse officers of the Union. Overtime will not be charged in the case of employees excused to attend such Local meetings.

(7) If an oversight in an overtime assignment of personnel is brought to management's attention, the eligible employee will be offered the next available equivalent overtime assignment(s). If the employee refuses the assignment, the regular overtime distribution procedure shall then be followed as set forth above. Such oversight must be submitted within five (5) calendar days of the date on which the subject employee was available and not assigned, and for which he claims overtime availability, or the opportunity for remedy of such oversight will be forfeited.

(8) Except as required to maintain operations, which include but are not limited to emergency situations, employees shall not be required to work overtime against their wishes. However, if sufficient volunteers are not obtained under paragraph (3) or (4) above, the employee(s) in the initial step proffered, and each step in turn thereafter until the Company satisfies its staffing requirements, will be assigned and shall be required to work, in accordance with inverse Union seniority within each step. It is understood that the Company shall only be required to contact respective employees to proffer voluntary overtime with one telephone call to each such employee before the Company can resort to forced overtime to satisfy staffing requirements. It is the responsibility of each employee to provide a valid telephone number to the Maintenance Manager for the purposes of notification. An employee, after acceptance of the overtime assignment, failing to report for such assignment without substantiated justifiable cause as determined by the Company, i.e., the failure is occasioned by circumstances beyond the employee's control, is subject to discipline. Further, an employee refusing a mandatory overtime assignment, as described in the section, is subject to discipline.

(9) An employee is not eligible for overtime during his vacation period.

(10) The Company reserves the right to cancel overtime assignments for good cause without penalty.

(M) Call In

A regular full-time employee or a regular part-time employee called into work on a scheduled day off shall be guaranteed a minimum of four (4) hours work during which time the Company reserves

Article 29 / Hours of Work and Overtime (Continued)

the right to utilize the employee for the full four (4) hours. Once such employee acknowledges a call in request, the employee must report for work within one and one half (1½) hours to receive full call in pay, otherwise the employee will only receive pay for time actually worked.

(N) Call Back

A regular full-time employee or a regular part-time employee who has completed work and left the premises and is called back to work, unless in conjunction with his oncoming shift, shall be guaranteed a minimum of four (4) hours pay during which time the Company reserves the right to utilize such employee for the full four (4) hours. Once such employee acknowledges a call back request, the employee must report for work within one and one half (1½) hours to receive full call back pay, otherwise the employee will only receive pay for time actually worked.

(O) Voluntary Schedule Time

- (A) Based on operational needs, the Company has the right to offer shift changes on a voluntary basis. The company will advise the Union prior to the offer. The employee may accept or refuse the assignment.
- (B) The employee, based on operational needs (including Union meetings), may request a shift change on a voluntary basis. The Company may approve or disapprove the request.
- (C) Any utilization of the Voluntary Schedule Time does not include any shift differential change, nor does it effect any employee existing differential condition.
- (D) All parties recognize the Voluntary Schedule Time is not to be utilized for non-airport operational needs.

(P) Compensatory Time

Employees may request to receive either overtime pay or compensatory time off for overtime hours worked. This request must be made no later than close of business on Friday of each week for that week's payroll.

1. No employee shall accumulate more than sixteen (16) hours of compensatory time off at any one time. In the event approved overtime would exceed this limit, such overtime shall be paid to the employee as overtime hours worked.
2. Compensatory time off shall not accrue from year to year. At the end of each calendar year (December 31) all employees shall be paid for all accrued compensatory time off. Such payment shall be made in the month of January of the next calendar year.
3. The employer shall maintain a record of compensatory time off for all employees in accordance with its procedures.

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 five (5) work days. 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.

(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) All discipline issued to an employee shall be in writing and the Union shall be forwarded a copy of said discipline.

(E) 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.

(F) 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.

(G) Right of Rebuttal – The employee shall have the right to rebut any content of his/her personnel file that he/she deems derogatory. The rebuttal shall become part of the file.

However, both parties recognize that the Company has no obligation to respond. Further, the lack of Company response does not, in any way, imply concurrence with the rebuttal.

(H) Interrogation Rights: An employee who is the subject of an investigation and/or an interrogation where discipline may occur, shall have the right to CSEA representation at the interrogation. If the employee exercises his/her right to ask for CSEA representation, the interrogation shall be delayed for a reasonable period, not to exceed 15 minutes, of time awaiting representation.

Article 31
Apparel

Uniforms and Nametags

The Company reserves the right to require employees to wear uniforms and nametags. 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

Article 31 / Apparel (Continued)

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.

Employees are required to properly wear a clean uniform while on duty.

Safety Shoes

The Company shall reimburse personnel up to a maximum of \$180.00 per contract year for required safety shoes. The employee will choose the shoe he desires and place of purchase, provided the shoe meets ANSI/ASTM ratings. In order to be reimbursed, the employee must provide a bona fide sales receipt to the Employer. Employees shall be allowed to use their safety shoe allowance to purchase more than one pair of safety shoes, with the understanding that the maximum allowance is \$180.00 for each employee, regardless of how many pairs of shoes the employee purchases. The safety shoes must be worn at all time.

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, sweat shirts, 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. The option to choose a Carhartt shall be available to all employees starting in the 2014 calendar year (after July 2014) and any future replacements shall be governed by the language in this section. Any employee who chooses a Carhartt understands that they must comply with the Company ASI regarding reflective vests.

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 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

Article 33 / Safety and Health (Continued)

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 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 two (2) 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.

(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.

(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. The Company will bear no liability for such appliances. Private televisions in the workspace are subject to removal by Management.

(E) An adequately maintained first aid kit will be furnished by the Company for minor injuries incurred during work hours. Prompt notification to Management must be made by the employee who utilized the kit.

(F) Employees may 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.

(G) 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.

(H) Any employee injured on the job must immediately notify the Company 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.

Article 33 / Safety and Health (Continued)

(I) 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.

(K) Smoking on Albany International Airport property shall be permitted during non-work time in areas designated by the Company.

Article 34
Labor-Management Committee

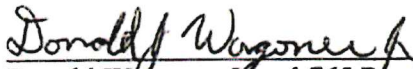
Labor-Management Committee: There shall be a standing Labor-Management Committee with equal representation from the Employer and CSEA for the purpose of discussing policies and procedures, equipment needs, and safety and health issues that affect the employees in the bargaining unit.

General Terms: The Labor-Management Committee defined above may not negotiate terms and conditions of employment. The Employer and CSEA must submit agenda items before the meeting is scheduled. The meetings shall be scheduled on company time not less than once per quarter, unless the parties specifically agree to meet more or less frequently. The CSEA local officers shall choose the CSEA members of the Labor-Management Committee.

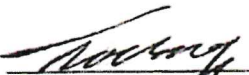
Other: The parties agree to further discuss the issue of winter shift entry/exit and the allowable vacation opportunities.

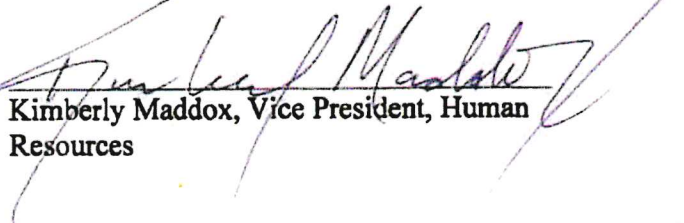
CSEA

AvPorts

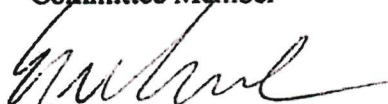

Donald Wagoner, Local 765 President

 8/23/23
Todd Pennington, Airport Manager


Thomas Martin, Local 765 Negotiating
Committee Member


Kimberly Maddox, Vice President, Human
Resources


Nathan Ellers, Local 765 Negotiating
Committee Member

 8/23/23
Eric Muldoon, Labor Relations Specialist

Appendix A

A. Compensation

1. Upon ratification, the following hourly rates of pay for the following listed classifications shall be paid to all employees hired on or after January 1, 2023. The starting rates for each job classification shall increase by \$5.50/hour as of January 1, 2023, and 3% as of January 1, 2024. The parties agree that at least sixty (60) days prior to December 31, 2024 wage rate negotiations for the remaining one (1) year to be implemented on January 1, 2025 shall commence. The agreed upon increase for January 1, 2025 shall be no less than 3% for all employees and the starting rates. These negotiations shall be limited to wages only and/or other matters agreed between the parties. The wage rates are indicated in the chart below.

	Starting Pay 2023	Starting Pay 2024	Starting Pay 2025
<u>CLASSIFICATIONS – Airfield Maintenance</u>			To Be Determined
Airport Maintenance Technician – Lead Airfield Maint.	\$27.43	\$28.25	
Airport Maintenance Technician – Lead Grounds	\$27.43	\$28.25	
Airport Maintenance Technician – Airfield Maintenance	\$23.72	\$24.43	
Airport Maintenance Technician – Glycol Process Operator	\$25.06	\$25.81	
Airport Maintenance Technician – Lead Process Operator	\$29.09	\$29.96	
Airport Maintenance Technician – Chief Process Operator	\$36.83	\$37.93	
Airport Maintenance Technician – Training Officer	\$25.95	\$26.73	
Airport Maintenance Technician – Elec./Communications	\$31.87	\$32.82	
	to	to	
	\$34.35	\$35.38	
Airport Maintenance Technician - Electrician	\$31.87	\$32.82	
	To	to	
	\$38.08	\$39.22	
Airport Maintenance Technician – Lead Electrician	\$35.59	\$36.66	
	To	to	
	\$41.79	\$43.04	
Inventory Control Specialist	\$24.95	\$25.70	
<u>CLASSIFICATIONS – Vehicle Maintenance</u>			
Airport Maint. Tech. – Lead Vehicle & Equip. Mechanic	\$32.49	\$33.46	
Airport Maint. Tech. – Vehicle & Equipment Mechanic	\$28.43	\$29.28	

Appendix A (Continued)

2. Retroactively to January 1, 2023, all employees currently employed at the time of ratification and those who were employed on 1/1/23 shall receive \$5.50/hour increase in their base hourly pay rate.
3. Effective January 1, 2024, all active employees shall receive a 3% increase in their base hourly rate of pay.
4. The parties agree that at least sixty (60) days prior to December 31, 2024 wage rate negotiations for the remaining one (1) year to be implemented on January 1, 2025 shall commence. The agreed upon increase for January 1, 2025 shall be no less than 3% for all employees and the starting rates. These negotiations shall be limited to wages only and/or other matters agreed between the parties.

B. Other Compensation

1. Longevity Pay

- a) Any active employee who meets or surpasses five (5) years of completed service on or before 12/31/19 shall receive an additional thirty-eight cents (\$0.38) per hour longevity increment added to base rate of pay retroactively to 1/1/18 and an additional thirty-seven cents (\$0.37) per hour longevity increment added to base rate of pay on 1/1/19.
 - b) Those employees who receive a longevity increase per a) above shall not be eligible to receive an additional longevity increment until after 12/31/19.
 - c) After 12/31/19, all employees are eligible for an additional \$0.75/hour increase to their base rate of pay for every 5 years of service to a maximum total amount of \$3.00/hour over their lifetime from 1/1/18. For definition, every 5 years is a completion of 5, 10, 15, 20, 25, etc. An employee shall receive the longevity increment effective the next pay period after the employee's completion of a 5-year interval of service. The increment shall be added to the then current base pay of the employee.
2. When an employee changes job classification, their longevity increments shall be added to the new job classification's rate of pay.
 3. An employee who changes job classifications from a higher starting pay classification to a lower starting pay classification shall not have their pay lowered any more than the difference between the job classifications on the starting salary schedule.
 4. **Temporary Lead**
An employee who is designated as lead for a temporary period shall receive the difference between his or her title's wage rate and the wage rate of the lead title for which he or she is performing the temporary duties for all time worked in addition to his or her normal pay.

Appendix A (Continued)

5. Tool Allowance

Each Vehicle and Equipment Mechanic and Lead Vehicle and Equipment Mechanic shall be eligible for a \$450.00/annum tool allowance for the period of January 1 to December 31 each year. Employees shall be reimbursed by the next applicable pay period for Company approved tools after providing a receipt to management.

6. Licensure

The cost of the required New York State CDL Class B License shall be reimbursed to all employees. Upon proof of the required license, the cost shall be paid in a lump sum. The Company will reimburse a maximum of three (3) attempts for an employee to obtain their CDL License. If the employee has received a CDL reimbursement within a twelve (12) month period, and is separated from the Company voluntarily or involuntarily, the employee is required to reimburse the Company on a prorated basis (for example, if the employee was reimbursed \$100 on June 1 and separates on September 1, he or she shall be required to reimburse the Company \$75. If an employee is reimbursed \$100 on June 1 and separates on December 1, he or she shall be required to reimburse the Company \$50).

The cost of other required or requested license shall be reimbursed upon proof of obtainment. No license cost shall be paid without the written pre-approval of the company.

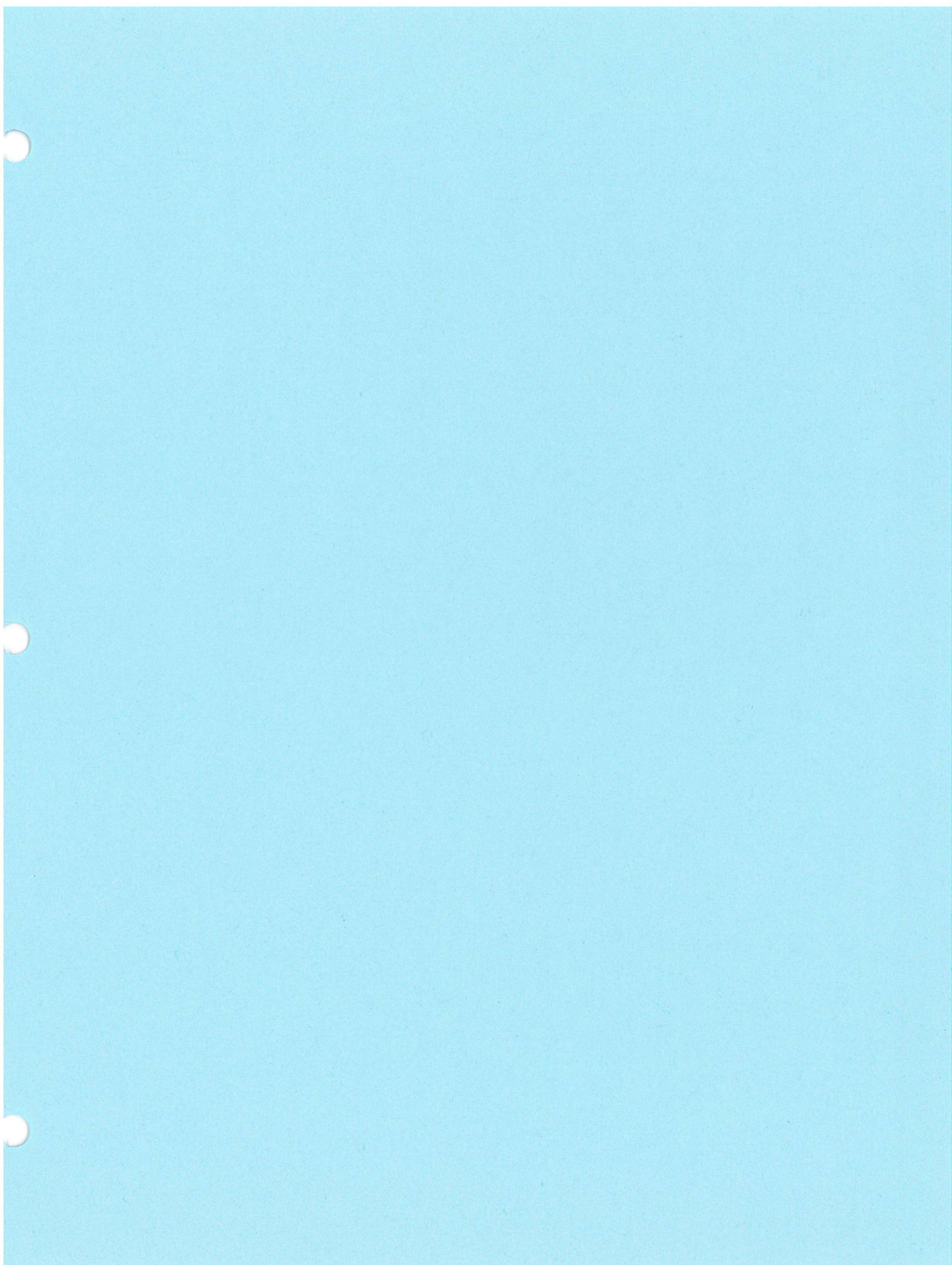
7. Temporary Employees

- a) Temporary employees hired after January 1, 2018 shall be paid a rate equaling two dollars (\$2.00) less per hour than the starting rate.
- b) Temporary employees with original hire dates before January 1, 2018 shall be paid no less than the starting rate.

APPENDIX B: OVERTIME GUIDELINE

AIRFIELD MAINTENANCE				
Duty	Airfield Unlimited	Airfield Limited	Glycol	Elect/Data
Mowing		X		
Asphalt/Drain		X		
Operating Heavy Equip.		X		
Painting		X		
Cracksealing		X		
Fence Repair		X		
Manhole Repair		X		
Street Sweeping		X		
Gate Repair		X		
Snow 1st Priority		X		
Snow 2nd Priority	X			
Herbicide		X		
Landscaping		X		
Aeronautical Surface		X		
Hydrant Repair		X		
Heavy Equip. – Glycol			X	
Glycol Recovery			X	
Glycol Operation*			X	
Elect/Data				X
All The Above, 2nd Priority	X			
Airfield Unlimited - All Airfield Classifications Airfield Limited - No Glycol, Electrical Classifications *Includes grass cutting in vicinity of irrigation system				

VEHICLE MAINTENANCE		
Duty	SPECIAL SKILL	UNLIMITED
Engine/Automotive Problem		X
Fuel Truck System	X	
ARFF Vehicle System	X	
		X
Deicers	X	
Snow Equipment		X
Mowers		X
Pick-Up		X
Small Engines		X
Light Plants		X
Vehicle Recovery	X	
GSE		X
Snow Removal		X
All the Above, 2nd Priority		X



AGREEMENT

AVPORTS LLC

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL I-65

ALBANY, NEW YORK

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Preamble

This Agreement, entered into by and between Avports 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 1-65 (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 Appendix 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 December 23, 2022, except for those terms that have specific different effective dates, and shall remain in effect through 11:59PM on March 31, 2023.

(B) 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, 2023; 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.

(C) Any notice given under this Section shall be deemed to be served when mailed, postage prepaid, certified mail, return receipt requested, to the Vice President 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, 10 Jetway Drive, Albany NY 12211 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.

Article 3

Waiver

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.

Article 4

Management Rights

(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.

(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.

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, a pppropriate 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 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.

Article 8

Non-Discrimination

(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.

(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.

Article 10

New Job Classifications

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 11

Employee Definitions

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 eight (48) hour workweek, and is entitled to full benefits provided by this Agreement.

(B) Temporary Employee: 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 Executive Board 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 Executive Board will be permitted to take a cumulative maximum total of 96 hours of time off with pay (per calendar year) to attend and participate in legitimate Union business in furtherance of the bargaining unit, 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 (15th) 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

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

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 Chiefs 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

select 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.

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 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.

Article 20

Seniority

Seniority

(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.

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

Union seniority will govern the employee's relative standing for bidding purposes within the employee's current department for positions within that department.

A roster giving both Union seniority and department seniority shall be furnished to the Union twice annually, in the months of January and July.

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

- 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 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.

2. A shift vacancy is an opening within a specific shift regardless of assigned days off. See appendix "D" for shift bidding process. ..
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.

(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. 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.

Article 23

Vacations

Avports 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.

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 (5th) 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.*

On the first day of the calendar year in which an employee's tenth (10th) 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 1st and June 30th 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 1st and December 31st 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,

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.

- (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.
- (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.
- (6) Employees will not be permitted to trade vacation periods.
- (7) 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.

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.

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.

Article 24

Holidays

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

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 24 hours. An employee scheduled to work overtime on a holiday will be paid two (2) times an employee's regular base rate. 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. Each regular full-time employee who has completed 10 full years of service as of each January 1 will be credited with two (2) personal periods for use in the 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 (1) personal period for use in that calendar year. A personal period may be used in a 24 hour increment, (2) 12 hour increments or (3) 8 hour increments. 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, effective January 1, 2021, to a maximum of Seventy Two (72) hours of paid sick/safe 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 Permitted uses as written in NYS labor law 196-b.

(B) Sick/Safe leave is not intended as a substitute for annual leave.

Permitted Uses

After January 1, 2021, employees may use accrued leave following a verbal or written request to their employer for the following reasons impacting the employee or a member of their family for whom they are providing care or assistance with care:

Sick Leave:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.

Safe Leave:

- For an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking to:
 - obtain services from a domestic violence shelter, rape crisis center, or other services program.

- participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members.
- meet with an attorney or other social services provider to obtain information and advice on and prepare for or participate in any criminal or civil proceeding.
- file a complaint or domestic incident report with law enforcement.
- meet with a district attorney's office.
- enroll children in a new school; or
- take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

For purposes of this leave, a "family member" includes an employee's child (including foster child, legal ward, or equivalent legal relationship), spouse, domestic partner, parent (including a step- or foster parent, legal guardian, or equivalent legal relationship), sibling, grandchild, grandparent, and the child or parent of an employee's spouse or domestic partner.

(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; as specified in (B) above.
- (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 those outlined in (B) above
- (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) Employees Responsibility for Reporting (requesting) Sick Leave

(1) When sick at home, and reporting period of absence as outlined in 1a, the employee is responsible for notifying the on-duty supervisor or such reporting point as may be specified. The notification must be made no less than two (2) hours prior to or no more than 48 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 Airport Manager or his designee.

(1a) The Union agrees for the operational needs of the Airport that Sick/Safe leave will be taken as four (4) twelve (12) hour shifts and three (3) eight-hour blocks or a combination thereof.

(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 shift supervisor will email the Chief the time the employee was sent home. Accounting will debit a partial day use of sick pay to the nearest quarter (1/4) of an hour.

(3a) When the employee needs to take emergency sick or safe leave during a scheduled shift. The employee will notify the on-duty supervisor as soon as is practical. The on-duty supervisor will back fill the sick time if necessary, to ensure operational status of the Department is not compromised and minimum staffing is maintained. The employee and Union further understand Minimum staffing needs to be maintained and the Employee will not leave airport property until confirmed coverage is on its way.

(3c) The Union acknowledges through this collective bargaining agreement and changes made for fiscal year 2021 that these amendments provide for a comparable benefit in the form of leave, compensation, other employee benefits (or some combination thereof), this is an agreement that "specifically acknowledge[s]" the provisions of Labor Law 196-b.

(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 parties 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 as outlined below:

(a) to augment any short-term disability payments up to 100% of pay

(b) to provide income after the termination of any short-term disability

(c) to augment any long-term disability up to 100% of pay.

(d) in accordance with the sick/safe time agreement listed above when yearly allotted time has been used not to exceed 24 hours per year taken in minimum 12-hour blocks.

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

(I) The parties recognize that certain Union members have a TBI sick bank inventory. These sick hours will continue to be available to the employee-consistent with (H) (2) above.

(J) Effective January 1, 2021, at the end of a calendar year, for any unused annual sick hours granted in that calendar year, at an employee's option, (1) the employee will receive payment for those unused hours at his regular rate of pay in effect at the end of that calendar year to be paid in January of the next calendar year or (2) to carryover those unused hours to the following calendar year for use consistent with (H) (2) above. If an employee elects to receive payment in accordance with option (1), the unused sick hours are not eligible for the Avports Sick Hour Bank in (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 or domestic partner 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 48 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.

LOA for an employee's personal health care issue whether work related or non-work related:

In the event of an injury or illness, incurred outside of the workplace, or while performing non-work related activities that result in a fire fighter being placed on short-term disability the company will continue to pay its portion of the fire fighters benefit package for a minimum for a minimum of six (6) months from the fire fighters first day

of disability.

If on or before four (4) months of absence before the return to work date is projected to extend past six (6) months from the date of disability, the employee may apply for an extension in writing to the airport manager. Any such request will include a report from the firefighter's health care professional. The health care professional's report must include the firefighter's prognosis and expected date for a return to full unrestricted duty. This will be a case by case evaluation. Any continuation by the Company of benefits contribution beyond six (6) months will not set precedent for future requests. The Company will answer this request within fourteen (14) Business days (of receipt). If for any reason the Company is unable to respond due to operational demands the lack of a Company response will be deemed at the request being denied.

In the event of a workplace/work related injury or illness, the Company will continue to contribute its portion of the firefighter's benefit package for a period of twelve (12) months from the date of disability.

If on or before nine (9) months of absence the return to work date is projected to extend past twelve (12) months from the date of disability from the injury or illness, the employee may apply for an extension in writing to the airport manager. This request will be submitted with the request required in Article 27 (prolonged disability leave) to extend employment beyond twelve (12) months from the date of being placed on disability. Any such request will include a report from the firefighter's health care professional. The health care professional's report must include the firefighter's prognosis and expected return to full unrestricted duty. This will be a case by case evaluation. Any continuation by the Company of benefits contribution will not set precedent for future requests. The Company will answer this request within fourteen (14) Business days of receipt. If for any reason the Company is unable to respond due to operational demands the lack of a Company response will be deemed as the request being denied.

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.

The benefits set forth in numbered paragraphs (1) and (2) below are applicable to employees who retire on or after October 1, 2022, in accordance with the terms and conditions set forth

therein. The benefits for such retirees shall remain in effect for the duration of the Term of this Agreement and any replacement agreement wherein the parties elect to continue the benefits. For the avoidance of doubt, the benefits will cease for such retirees should Avports cease to continue to maintain the contract with the Albany County Airport Authority to provide firefighting services.

(1) Employees who reach the age of 59 ½, and who have successfully completed a minimum of 25 years of consecutive years of service as a firefighter at Albany International Airport, will be eligible for one individual health care coverage plan that is available to active employees under the Agreement. (As used herein, the term "health care coverage plan" or "plan" is intended to include medical, vision and dental insurance. The reason for this is sometimes medical, vision and dental coverages are all included in one insurance policy and sometimes vision and/or dental are different insurance policies than the medical insurance policy. This can vary from year to year. Presently, the medical insurance, which includes vision care, is CDPHP and the dental insurance is Guardian.) It is understood that availability of plans may change from time to time. The cost to the retiree for the plan selected by the retiree will be 25% of the total cost of the premium for the individual health care plan, plus any increases to the cost of the premium for the health care plan issued by the health care plan provider, as may occur from time to time. If at any time the cost of the active employee portion of the individual health care coverage plan premium exceeds 25%, the retiree will be required to pay the same percentage of the premium as an active employee. The retiree will no longer be eligible for the foregoing benefit at the time the retiree reaches the age of 65. The retiree must notify the Company at least 60 days in advance that he is turning age 65. If the retiree fails to notify the Company at least 60 days in advance, and the insurance coverage is unable to be canceled in time, the retiree will be responsible for paying the cost of the full premium of the plan until such time as the insurance coverage can be canceled.

(2) Employees who reach the age of 59 ½, and who have successfully completed a minimum of 30 years of consecutive years of service as a firefighter at Albany International Airport, will be eligible for one individual health care coverage plan which is available to active employees under the Agreement. It is understood that availability of plans may change from time to time. The cost to the retiree for the plan selected by the retiree will be what the then current cost is for an employee for the same individual health care plan, consistent with the retiree's date of hire, plus any increases to the cost of the premium for the health care plan issued by the health care plan provider, as may occur from time to time. (Presently, for an active single employee hired before January 1, 2014, the cost of the CDPHP medical insurance premium paid by the employee for single coverage is nine and eighteen hundredths percent (9.18%) and the cost of the Guardian dental insurance premium paid by the employee for single coverage is \$3.50 per week, and if hired after December 31, 2013, the cost of the CDPHP medical insurance premium paid by the employee for single coverage is ten percent (10%) and the cost of the Guardian dental insurance premium paid by the employee for single coverage is \$3.86 per week.) The retiree will no longer be eligible for the foregoing benefit at the time the retiree reaches the age of 65. The retiree must notify the Company at least 60 days in advance that he is turning age 65. If the retiree fails to notify the Company at least 60 days in advance,

and the insurance coverage is unable to be canceled in time, the retiree will be responsible for paying the full premium of the plan until such time as the insurance coverage can be canceled.

(B) 401(k) Plan

Effective as of October 1, 2022, for employees who participate in Avports LLC 401(k) Plan, the Matching Contribution will be equal to one dollar (\$1.00) for each one dollar (\$1.00) of Employee Salary Deferral Contributions up to eight percent (8%) of Compensation, resulting in a maximum Matching Contribution equal to eight percent (8%) of Compensation.

Solely for purposes of the 2022 Plan Year, a "True-Up" Matching Contribution shall be made to recalculate the Matching Contribution on an annualized basis after the end of the 2022 Plan Year to provide employees who are employed under the terms of this Agreement on the last day of the 2022 Plan Year, or whose employment ended due to death, disability, or retirement during the 2022 Plan Year with the maximum eight percent (8%) Matching Contribution recalculated "as if" all Employee Salary Deferral Contributions had been made for the entire 2022 Plan Year. For the avoidance of doubt, the True-Up Matching Contribution shall be limited to the 2022 Plan Year.

(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 term 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.

Article 29

Pay Provisions

Section I - 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.

(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.

(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 of 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.

Article 31

Apparel

Uniforms and Name tags

The Company reserves the right to require employees to wear uniforms and nametags. 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 name tags 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.

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.

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.

Safety Shoes

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.

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 the military fiscal year, October 1 to September 30.

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.

(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.

Article 34

Outreach Program

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.

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

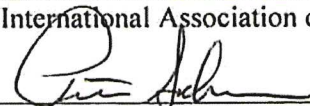
(A) Both parties enter into this agreement with the expectation of stability. This stability expectation includes the 24 hour shift concept (commencing daily at 6:30 a.m.), the prohibition of part-time positions. The Company agrees that the 24-hour shift and the prohibition of part-time positions will 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.

Agreed to: December 23, 2022



For International Association of Firefighters, Local I-65 by Stephen Dorsey, President



For Avports LLC at Albany International Airport by Peter Scherrer, Vice President



For Avports LLC at Albany International Airport by Todd Pennington, Airport Manager

Appendix A

Covered Classifications

Airport Firefighter

Airport Firefighter/Training Assistant

ARFF Captain

Airport Code Enforcement Officer

APPENDIX B

I. Compensation

- A. The following base rates of pay shall be effective for all top grade Firefighters and top grade Captains on the dates set forth below.

B. Base pay:

	Firefighter	Captain
4/1/20 – 3/31/21	\$24.38	\$29.94
4/1/21 – 3/31/22	\$25.36	\$31.14
4/1/22 – 12/31/22	\$26.37	\$32.38
1/1/23 – 3/31/23	\$26.90	\$32.93

- C. All employees shall be paid the below percentages of the top grade rate in their corresponding classifications consistent with the dates set forth above until such time as they are at the top grade rate based on years of service.

Starting pay (new hire)	80%
After 1st year of service	85%
After 2nd year of service	90%
After 3rd year of service	95%
After 4th year of service	100% (top grade rate)

- D. Any retroactive pay that may be due shall be paid by the eighth full pay period after the Union notifies the Company of ratification of this Agreement.
- E. Any of the pay rates that may not have already been implemented shall be implemented on the sixth full pay period after notification by the Union to the Company of ratification of this Agreement.

F. Longevity Pay

All employees shall be eligible for annual stipends based on years of service with the Company. Any stipends due that have not already been paid shall be payable upon the completion of each eligible year on an employee's anniversary date during the Term of this Agreement.

The annual stipend shall be:

Years of service	Stipend
5-9	\$250.00
10-14	\$500.00
15-19	\$1000.00
20 plus	\$1500.00

G. Other Compensation

1. All certified CPR/AED instructors will be paid \$600.00 annually. This fee will be paid each contract year by the fourth full pay period after the July 1 date.
2. The Firefighter/Training Assistant will receive an annual stipend of \$1,500.00 each contract year paid quarterly in equal installments of \$375.00
3. The two designated Code enforcement Officers will receive an annual stipend of \$1,000.00 each contract year paid quarterly in equal installments of \$250.00
4. Trained and Certified Vaccinators will receive an annual stipend of \$500.00 each contract year paid the 1st week of December annually.

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.

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

15) The Company will not mandate shift swaps.

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

Appendix D

Shift Bidding Process

- 1) The date and time of shifts bids will be posted for at least 10 calendar days prior to the actual bids.
- 2) The Fire Chief and at least one member of the Union Board will be present for the bids.
- 3) Each employee will be contacted according to classification seniority. Employees will have 15 minutes to respond with their choice of bid.
 - a. Any employee that cannot be available for shift bids can present a letter to the Fire Chief with their request for a shift bid prior to the day of shift bids. Employees must present at least three choices in order of preference.
 - b. Any employee that does not respond during shift bids and does not present the proper information regarding choices will be placed on a shift by the Fire Chief; after all other members have completed the bidding process.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
UNITED TRANSPORTATION UNION ("SMART")
AND
AVPORTS LLC
FOR
THE ALBANY INTERNATIONAL AIRPORT PROJECT

NOVEMBER 1, 2020– OCTOBER 31, 2023

SMART Contract Directory

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Preamble

This Agreement, entered into by and between Avports 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 SMART (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 in the areas of Parking, Operations, Building Maintenance and Custodial Services 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 November 1, 2020, and shall remain in full force and effect through 11:59 PM on October 31, 2023. 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 11:59pm on October 31, 2023, or by 11:59pm, October 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 that were negotiated by the parties, which are different from the terms of the agreement that expired on October 31, 2020, shall not go into effect until the beginning of the second pay period following receipt by the Company from the Union of written notice of ratification of the Agreement, except that Appendix A shall be retroactive to November 1, 2020. Notwithstanding the foregoing, any employee whose employment relationship with the Company ended prior to the date of receipt by the Company from the Union of ratification of this Agreement shall not receive retroactive increases as set forth in Appendix A.

(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 for service upon the Company and when similarly mailed to the Local 167 Chairperson, 35 Fuller Road, Suite 203, Albany, New York, 12205, 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.

Article 3

Waiver

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.

Article 4

Management Rights

(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, to schedule working hours and the number of hours per day and shifts to be worked, the right to hire, assign, promote, transfer, 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 introduction and 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, if in written form will be presented to the Union, and which are not contrary to this Agreement, are vested exclusively in the Company subject to the provisions of the Agreement. For the avoidance of doubt it is understood that not all policies are written. The Company's failure to exercise any function reserved to it shall not be deemed to be a waiver of any such right.

(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.

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

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.

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 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.

Article 8

Non-Discrimination

(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 and arbitration provisions of this Agreement. Notwithstanding the foregoing, class or collective actions alleging violations of public law shall not be limited to the grievance 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.

(C) The use of the words he, him, 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 Agreement with its own employees, will assign such work to employees covered by this Agreement. Management and other employees of the Company not covered by this Agreement will not perform bargaining unit work of employees in classifications covered

under this Agreement except as follows:

(A) In bona fide emergencies, work that calls for immediate action required to protect life and property or to avoid interruption in airport operations or needed to perform essential functions. Notice to the Union of such work shall be made promptly.

(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 covered under this Agreement as soon as they can be made available.

(D) For the avoidance of doubt, the Company has the right to subcontract and assign work currently being performed by employees covered by this Agreement to any other employer or individual without limitation. However, any employee actively employed by the Company on March 1, 2006, whose position is eliminated as the result of a decision by the Company to subcontract work, will be reassigned to another position without a reduction in such employee's current regular rate of pay. The Company will use its best efforts to assign an employee to a comparable position and in the same department. Further, it is understood that the Company is a subcontractor of 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.

Article 10

Snow Removal Operations

With regard to snow removal operations, it is the Company's intent to assign work to bargaining unit employees in those classifications covered under the terms of this Agreement who have historically performed such work, although this does not restrict the Company from using others to supplement snow removal work forces. If snow removal is not part of an employee's regular job description, at the employee's request, the Company will provide training on Company time in snow removal operations, including snow removal, vehicle operation, manual snow removal and ice control and, upon being qualified, such employee shall be eligible to be assigned work in snow removal operations. In addition, the Company will post a sign-up sheet in September of each year for members of the bargaining unit, for whom snow removal is not part of their regular job descriptions, to indicate that they wish to volunteer for snow removal operations that may become available during the coming snow season.

It is understood that management personnel may perform snow removal operations in the absence of sufficient qualified bargaining unit personnel. However, as soon as such bargaining unit personnel present themselves for work, management personnel shall discontinue performing snow removal operations. Moreover, the Company shall promptly attempt to contact sufficient qualified bargaining unit personnel to proffer work in snow removal operations when such work is required. If, however, an employee who has signed the sign-up sheet to volunteer for snow removal operations has turned down overtime work for his regular position during a snow event, such employee will not be eligible to work in snow removal operations during the snow event.

Article 11

New Job Classifications

(A) 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.

(B) The Company will consult with the Union on any job classification changes.

Article 12

Employee Definitions

Employees shall be listed as: regular full-time, regular part-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 (40) hour workweek, and is entitled to full benefits provided by this Agreement.

(B) Regular Part-Time Employee: A regular part-time employee is one who has completed the probationary period and is scheduled to work a minimum of twenty (20) hours each week and is only entitled to benefits as expressly provided in this Agreement or by state or federal law. A regular part-time employee shall not perform work in excess of forty (40) hours in a workweek if an available qualified regular full-time employee is available to perform the work either on a straight time or overtime basis.

(C) Temporary Employee: A temporary employee is one who is hired either on a full-time or part-time basis for a fixed period of time not to exceed ninety (90) consecutive days, does not accrue seniority, is not eligible for any employee benefits under this Agreement unless expressly required by Federal or state law, and is subject to termination at the Company's discretion without recourse to the grievance procedure. An additional thirty (30) days may be allowed upon discussion, and agreement with the Union. The rate of pay for a temporary employee shall be at least the minimum rate of the classification. Notwithstanding the foregoing, in the event a regular employee is absent due to a prolonged disability, the Company reserves the right to continue to employ the temporary employee for an additional period of time, not to exceed ninety (90) consecutive days.

(D) Probationary Employee: A probationary employee is one who is hired with the expectation that the employee shall become a regular employee, either in full-time or part-time status, does not accrue seniority until the successful completion of the probationary period, in which event such seniority shall be retroactive to the date of hire, and is subject to termination at the Company's discretion without recourse to the grievance procedure. The length of the probationary period for an employee in full-time status shall be for the first three (3) months of employment or sixty (60) days actually worked, whichever comes later. The length of the probationary period for a part-time employee shall be four hundred (400) hours actually worked or four (4) calendar months, whichever comes later. An additional thirty (30) days shall be allowed upon discussion with the union.

(E) Retiree Temporary Employee: A retiree temporary employee is one who has retired from his employment with the Company and who wishes to work on an ad hoc basis when and if work is available at the discretion of the Company. Retiree temporary employees shall not have a demand right to work. Retiree temporary employees shall generally be offered the opportunity to work due to staffing shortages until the workforce can be brought up to full complement and for unforeseen events when additional staff are needed, such as for snow events. Retiree temporary employees are not entitled to any benefits unless mandated by Federal or State law. [The parties will designate a subcommittee to recommend additional language concerning hourly retiree employees.]

Article 13

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 14

Local Committee of Adjustment

(A) As designated by the Union, there shall be a Local Committee of Adjustment (LCA), whose members are referred to as Representatives. The Representatives shall have completed their probationary periods with the Company at Albany International Airport. The Union will notify the Company in writing prior to a change of Representatives, including the name(s) of the new Representative(s) and the effective date(s) of the change(s).

(B) A Representative will be permitted to take the necessary time from his work assignment with pay, during straight time hours, in a manner that will not disrupt operations, after receiving advance management approval for Company-Union business as follows:

1. For discussions with a member of management regarding complaints or grievances of employees at a mutually agreeable time, and for reasonable periods of time to investigate grievances; and

2. For discussions on Company premises with an International Officer or General Chairperson, when such accredited Union individual finds it necessary to contact the Representative regarding the interpretation or application of this Agreement. An International Officer, General Chairperson and/or other accredited Union individuals shall, upon request by

the Union, and approval of the Company, which shall not be unreasonably withheld, be admitted to the facilities by the Company during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances. All such individuals shall comply with the security regulations as required of all other visitors to the facilities.

(C) It is understood that the Representatives have full time work to perform as assigned by the Company and that the contact on Company time, and the number of Representatives involved in the contacts provided for in this Article, will be no more frequent, no longer and no greater than the matter for discussion reasonably requires. It is also understood that except in extraordinary circumstances, no more than one Steward shall be involved in investigating, presenting and processing of a grievance or otherwise addressing a complaint while on Company time. Notwithstanding the foregoing, more than one (1) Representative may participate in the grievance process at Step 2 or higher of the grievance procedure.

(D) The President, Vice President, Secretary/Treasurer and Local Chairperson, as well as Vice Chairpersons, will be allowed time off without pay to attend and participate in regularly scheduled monthly meetings. Such local meeting dates must be communicated in writing to department supervisors 48 hours prior to the meeting.

(E) Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as a representative of the Union so long as such acts do not interfere with the conduct of Company business, nor shall there be any discrimination against any employee because of Union membership or lawful activities.

Article 15

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 167 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. All temporary and non-temporary 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) In the event a deduction for Union dues is not made on one or more consecutive regular payroll deduction dates due to the lack of earnings or insufficient earnings by the employee, then on the next regular payroll deduction date, such deduction shall be made.

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

(E) 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.

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

(G) 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.

(H) 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.

(I) 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 16

Bulletin Boards

The Company shall place a bulletin board in the employee break rooms of each department for the use of the Union for the posting of notices of meetings, bulletins and other Union matters. The Union agrees that the bulletin board space so provided shall not be used for the posting of anything derogatory to the Company, its management, its employees, or its customers and the Company reserves the right to remove any such derogatory posting. All notices to be posted must bear the approval for posting of the appropriate Union representative and are subject to

removal by the Company if not so approved. Each bulletin board will be secured under glass with a lock. A key for each lock will be held by the General Chairperson, Vice Chairperson for the respective department and the Airport Manager.

Article 17

Solicitation of Membership

Employees and Union Representatives will not solicit Union membership or collect dues or other fees 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 grievance shall be taken up by the Vice Chairperson for the aggrieved employee with the department head involved within seven (7) calendar days of the occurrence causing such grievance or the matter shall be considered resolved. If a written grievance is presented at this step it shall be considered informational unless it is signed off by a union representative. In such an event the document shall serve as the written grievance at Step 2. The department head must give his answer within seven (7) calendar days.
- Step 2 If no satisfactory settlement is reached at Step 1, then upon receipt of the department head's answer or if the department head does not provide his answer within seven (7) calendar days of the Step 1 meeting, whichever comes earlier, the grievance shall be reduced by the General Chairperson or designee to writing and presented to the Airport Manager. The Airport Manager must give his response in writing within seven (7) calendar days.
- Step 3 If no satisfactory settlement is reached at Step 2, then upon receipt of the Airport Manager's answer or if the Airport Manager does not provide his answer within seven (7) calendar days of his receipt of the written grievance at Step 2, whichever comes earlier, the General Chairperson or designee shall meet with the Airport Manager and the Union Representative within seven (7) 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), then 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 notify the other party in writing of its intent to submit such grievance or dispute to mediation and/or arbitration in the manner hereafter provided. Grievances will be submitted to mediation or arbitration by the grieving party providing written notice to the other party of its demand to mediate or arbitrate within thirty (30) calendar days from the date of forgoing written notice of intent to mediate or arbitrate. Simultaneous with the written notice of its demand to mediate or arbitrate the grieving party must also submit a written request, with a written copy to the other party, to mediate or arbitrate to the Albany office of the Federal Mediation and Conciliation Service (FMCS) or the matter will be considered closed.

The decision of the arbitrator shall be final and binding upon the parties and employees(s) in question. The arbitrator shall not have the power to delete from, add to, alter, amend, modify or change the terms or provisions of this Agreement in any way. The arbitrator's decision shall be consistent with applicable law.

General grievances affecting the employees in the bargaining unit as a whole and discharge grievances may be initiated by the Union Chairperson directly at Step 2. Likewise, any grievance filed by the Employer shall be initiated at Step 2. In this regard, either the Union Chairperson 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. 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 mediation and/or arbitration by the grieving party. In the event the grievance is not settled in a manner satisfactory to the grieving party (Union or Company), then 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 notify the other party in writing of its intent to submit such grievance or dispute to mediation and/or arbitration in the manner hereafter provided. Grievances will be submitted to mediation or arbitration by the grieving party providing written notice to the other party of its demand to mediate or arbitrate within thirty (30) calendar days from the date of the written intent to arbitrate or mediate. Simultaneous with the written notice of its demand to mediate or arbitrate the grieving party must also submit a written request, with a written copy to the other party, to mediate or arbitrate to the Albany office of the Federal

Mediation and Conciliation Service (FMCS) 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 conclusion of the mediation or the matter will be considered closed. Simultaneous with the written notice of its demand to arbitrate, the grieving party must also submit a written request to arbitrate to the Albany office of the Federal Mediation and Conciliation Service (FMCS) with a written copy to the other party, 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 select 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.

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 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.

Article 20

Seniority

Seniority

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 three (3) months of their employment, or sixty (60) days actually worked, whichever comes later, be considered probationary employees. All new part-time employees shall, for the first four hundred (400) hours worked or four (4) months, whichever comes later, be considered probationary employees. If retained after the probationary period, these employees shall be placed on the Union seniority list with seniority as of the first day the employee reported to work. All such employees may be dismissed during this probationary period and shall not have recourse to the grievance procedure to challenge such dismissal.

Temporary employees, as defined under this Agreement, shall not acquire Union seniority or classification seniority under this Agreement. In the event a temporary employee is hired without a break in service to the Company, his service time will be recognized for seniority purposes in the job classification for which he is hired.

Classification seniority shall be the relative status of the employee with respect to the length of service in his/her current job classification.

Classification seniority will govern the employee's relative standing for all bidding purposes within the employee's current job classification for positions within that department. A roster giving both Union seniority and classification seniority shall be furnished to the Union twice annually, in the months of January and July. Separate seniority lists will be furnished for full-time and part-time employees.

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

- 1) Resignation;
- 2) Three (3) consecutive days of unreported absence, except in circumstances beyond the employee's control which must be substantiated to the Company's satisfaction;
- 3) Discharge with just cause;
- 4) Failure to report for recall from layoff as provided in this Agreement;
- 5) Layoff for a period of twelve (12) 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) The award of compensation for permanent and total disability on account of an occupational injury or disease;
- 9) Medical leave of absence for a period of twelve months inclusive of FMLA leave; or
- 10) Engaging in gainful employment while on a leave of absence, unless approved in advance by the Company.

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 and temporary 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. 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 by classification in accordance with department seniority. Such affected employee shall be permitted to displace an employee with less department seniority in a lower job classification, provided the affected employee is qualified for the classification.

(E) Company and department seniority rights of a laid-off employee will continue to accumulate while he/she is laid off for a period of one (1) year.

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 Local Chairperson, 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) 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

Job Positions and Promotions

(A) All Company approved job positions and all new Company job positions 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 job position. Employees, who desire consideration for said job position(s), 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. All internal applicants who present basic minimum qualifications on paper will be given an interview. 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, will be afforded an interview upon their return to work.

(B) 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.

(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.

(D) An employee who has advanced to a higher rated classification, 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 following discussion with the Union, shall be returned to his former position.

(E) 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.

Article 22A

Semi Annual Work Schedule Rebid

- (A) Work schedules, defined as days off and shifts, shall be rebid by job classification on a semi-annual basis. On April 1st and October 1st of each year, the Company shall post the schedules for a minimum of fifteen (15) days. The Company will not rebid the work schedules in the interim unless there is a bona fide operational need and not before consultation with the General Chairperson. In order to guarantee the assignment of a Lead position to a shift as may be required, the bidding will be separate for Leads and Non-Leads. Employees may submit preferences in writing within their respective job classifications to the Company within such fifteen (15) day period. Awards will be based on each employees' seniority within each job classification. Employee seniority is determined by the date that the employee started working in their current job classification. Job classifications are identified in Appendix A of this Agreement.
- (B) Employees failing to bid or who do not have sufficient Union seniority to be awarded their bid will be assigned work schedules by the Company. All assignments will become effective on the first day of the first pay period of the month following the closing of the bidding. Employees working a sixth (6th) or seventh (7th) consecutive day as a result of this paragraph will be paid at straight time rates for such sixth (6th) and/or seventh (7th) day worked. If an open shift occurs in the interim between the semi-annual work schedule re-bid, and if the Company fills the open shift with an existing or new employee, following said employee's probationary period, said employee, will fill that open shift in the schedule until the end of the semi-annual period.

Temporary Assignments

It is recognized that temporary assignments may be necessary.

- (A) The Company may assign an employee on a temporary basis to perform the duties and accept the responsibilities of a higher or a lower classification of work to replace an absent employee or in consideration of operational requirements.

(1) An employee serving on a temporary basis in a higher rated job classification other than a Lead position for more than one (1) hour but less than four (4) hours in a work day, shall receive the rate of pay of the higher rated job for all hours so assigned, and if assigned for four (4) hours or more, shall receive the rate of pay of the higher rated job for all hours worked in the work day.

An employee assigned on a temporary basis to a job classification that is lower rated and compensated shall be paid as if he/she had remained in his or her regular position.

(2) An employee who is designated to a Temporary Lead position shall be paid the rate of that Lead position or \$1.50 per hour, whichever is higher for all hours so worked.

(B) Upon completion of the temporary assignment, the employee shall return to the job classification and shift held immediately prior to the temporary assignment.

Relief Assignments

Relief assignments are classified as one or the other of the following two categories:

Category I: Relief assignments with pre-established shifts and/or starting times and days off provide coverage for other employee's days off which normally require working different shifts and/or starting times during the employee's work week. Such employees' daily work schedule shall provide at least seven and one half (7 ½) hours between regularly-scheduled tours of duty.

Category II:

Relief assignments shall be utilized to provide coverage for vacations, holidays, sick leave, jury duty, and other temporary absences.

Employees awarded assignments under this category are eligible for pay at the time and one-half rate for work performed on the sixth (6th) day and double time for the seventh (7th) day actually worked in the work week. However, the foregoing overtime provisions will not apply when an employee's work schedule is changed to provide relief coverage as set forth above.

Category II assignments are further described in Appendix C.

Article 23

Vacations

Avports will grant vacation to regular full-time and regular part-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. Vacation must be taken in the benefit year in which it is granted. Vacation not used at the end of the benefit year will be forfeited without compensation, unless an employee was precluded from taking vacation due to Company operational requirements, in which event at the employee's option, the employee will be permitted to reschedule such vacation for use in the following year or he can elect to be paid without actually taking such vacation.

Notwithstanding the above, an employee, after utilizing the first 80 hours of vacation accrued in the benefit year, shall be paid for the balance of any remaining vacation hours, up to a maximum of 80 hours, without taking the vacation time. Any such hours will be paid out in January of the next year.

- Upon initial eligibility, the employee is entitled to ten (10) vacation days each year accrued monthly at the rate of 0.833 days per month.*

- On the first day of the calendar year in which an employee's fifth (5th) year of employment anniversary falls, the employee is entitled to fifteen (15) vacation days each year accrued monthly at the rate of 1.250 days per month.*
- On the first day of the calendar year in which an employee's tenth (10th) year of employment anniversary falls, the employee is entitled to twenty (20) vacation days each year accrued monthly at the rate of 1.667 days 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.

Regular part-time employees shall accrue vacation on a pro-rata basis in accordance with their regularly scheduled hours of work.

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 1st and June 30th will be eligible for five (5) working days paid vacation in that benefit year, upon successful completion of the probationary period.

Employees hired between July 1st and December 31st will be eligible for ten (10) working days paid vacation the following year, upon successful completion of the probationary period.

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

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) So far as practical, vacation time preference will be given to employees with the greatest Department seniority. Employees may split their vacation for selection purposes into any number of segments with a minimum length of at least five (5) working days in each segment. Employees shall designate only one (1) segment as primary. The primary choice of an employee shall have precedence over the secondary choice of any other employee, regardless of seniority. Notwithstanding the above, employees may liquidate vacation in one (1) day or one-half (1/2) day increments to a maximum of ten (10) days per year subject to the approval of management

based upon service requirements. The request must be made at least seventy-two (72) hours in advance. Single-day or one-half day vacation or any remaining vacation time less than one-half day requests will be granted on a first come, first service basis subject to service requirements.

(3) Each year, on or before the second Monday in November, the Company shall post the vacation bid schedule of available slots as determined by the Company for each Department for the following year. Each vacation bid schedule shall contain the names of employees in descending Department seniority order. Each employee, in Department seniority sequence, shall indicate his primary and secondary bid (if applicable) vacation selection(s), or the word "waive," and initial his entry. Employees entering the word "waive" indicate their desire not to participate in the vacation bid process and their vacation shall be assigned by management. Employees that are absent from work for any reason during the entire vacation bid schedule period are not eligible to participate in the vacation bid process. They will select from the vacation periods still available upon their return to work.

- (i) Vacation bids will be awarded on the basis of Department seniority.
- (ii) The vacation bid schedule period will expire on the second Friday in December.
- (iii) The Company shall post the results of the vacation bid in the form of a vacation schedule no later than December 28th.
- (iv) Employees will not be permitted to trade vacation periods.

(4) Employees must give no less than two (2) weeks notice in order to cancel a vacation. Any employee who wishes to change vacation dates after the vacation schedule has been established, must do so at least two (2) weeks prior to the new vacation dates requested. Vacation changes will be permitted for available dates only and must be approved by management. An employee changing vacation dates may not displace another employee regardless of seniority.

If a holiday occurs during an employee's vacation, such holiday shall be recognized at that time.

The term "service time" is defined as those days 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.

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.

Article 24

Holidays

(A) The Company recognizes the following holidays:

New Year's Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day After Thanksgiving Day
Christmas Eve
Christmas Day
Martin Luther King Day or One Floating Holiday

The holidays listed above affected by the Federal Monday Holiday Act will be celebrated in accordance with the date specified thereby. If any of the above holidays fall on an employee's regular day off, his next regularly scheduled work day shall be observed as the holiday.

(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 probationary period and worked his last scheduled work day immediately before and his first scheduled work day after the holiday. Vacation pay, bereavement pay, relevant government declared emergency and jury duty pay shall be considered as time worked for purposes of determination of holiday eligibility as discussed above.

(D) If an employee does not specify their preference for the Martin Luther King holiday i.e. paid or floating holiday, it will become an automatic floating holiday. Requests to use a floating holiday must be made to management at one weekday (24 hours) Monday through Friday in advance. Requests cannot be made on a holiday, which for this purpose means the date it is recognized by the Company without regard to an employee's actual work schedule. Approval of requests will be based on Company operating needs. A floating holiday can be used as a full eight hour day or in two four hour increments.

(E) Where an employee's regularly scheduled shift commences between 10:00 pm but prior to 12:00 midnight, for purposes of designation of a holiday for such employee, the work day will be deemed to have begun at 12:00 midnight.

(F) 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.

(G) On each January 1, each active regular full-time employee shall be credited with three (3) personal days (each day equals 8 hours) for use in that calendar year. On the date of successful completion of the probationary period by a full-time employee from January 2 through December 31, such employee shall be credited with three (3) personal days (each day equals 8 hours) for use in that calendar year. A personal day may be used in one hour increments up to eight hours. Request for use of a full personal day or hourly increments must be made to an employee's direct supervisor at least three (3) weekdays (72 hours) Monday through Friday in advance. Requests cannot be made on a holiday, which for this purpose means the date it is recognized by the Company without regard to an employee's actual work schedule. The Company's response to the request will be provided within an amount of time that is equal to one-half the amount of time in advance that the employee made the request to his direct supervisor, but in no event shall the Company's response be greater than two weeks from when the request was made. Requests for use of a personal day less than seventy-two (72) hours in advance may be considered when the need for the day is not foreseeable at least seventy-two (72) hours in advance. Examples of unforeseeable needs are accidents, sudden illness, previously unknown court appearances and sudden illness in the family. Requests shall be considered on a first come, first served basis. Requests are subject to management approval in consideration of operational need and will not be unreasonably denied. If one or both personal days are not used in the calendar year, the employee will have the choice to be paid for the day(s) or rollover the day(s) into the next calendar year, provided that the employee cannot have more than a total of four (4) personal days for use in a calendar year, including the two (2) days credited at the beginning of a calendar year.

(H) (1) "Regular part-time employees shall be entitled to the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas."

(H) (2) "Any regular part-time employee required to work on the actual holiday or Martin Luther King Day, Presidents' Day, Good Friday, Veterans' Day, The Day After Thanksgiving or Christmas Eve, unless affected by the Federal Monday Holiday Act as set forth in Section (A) of this Article in which event such holiday shall be recognized on the date specified thereby, shall be compensated at one and one-half (1½) times his regular base hourly rate of pay. For all hours worked in excess of twelve (12) hours on such holiday, a regular part-time employee will be paid at two (2) times the employee's regular base hourly rate of pay for such hours. For the avoidance of doubt, if any of these six holidays – Martin Luther King Day, Presidents' Day, Good Friday, Veterans' Day, The Day After Thanksgiving and/or Christmas Eve, unless the date is affected by the Federal Monday Holiday Act as discussed above in which event such holiday shall be recognized on the date specified thereby – falls on a day that a regular part-time employee does not work for any reason, such holiday shall not be observed on another day. (With regard to regular part-time employees, Martin Luther King Day will be observed and there will not be a floating holiday.)

In order to be eligible for holiday overtime pay as set forth in Section (H) (2) herein, a regular part-time employee must have successfully completed his probationary period and worked his last scheduled work day immediately before and his first scheduled work day after the holiday.

Vacation pay, bereavement pay, relevant government declared emergency and jury duty pay shall be considered as time worked for purposes of determination of holiday overtime eligibility as discussed above.

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 fifteen (15) work days 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. 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 the day after having been released or placed "on call." An employee shall report to work on a work day when he is excused from jury duty within the first hour of reporting for jury service.

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

Article 26

Sick Leave

(A) As per New York State Labor Law 196-b, all employees are entitled to a maximum of fifty six (56) hours of paid sick leave per calendar year, which hours shall be made available at the beginning of each calendar year. Probationary employees will be granted eight (8) hours of paid sick leave. However, when probationary employees attain regular 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 permitted to be used as described in New York State Labor Law 196-b. An employee shall not be disciplined for the legitimate use of his sick leave benefit.

(C) Sick leave benefits will be calculated hourly 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. Unused sick leave benefits do not have any monetary value and will not roll over into the following calendar year, except that unused sick leave from prior calendar years can be banked up to a maximum of 80 hours, which banked hours shall only be available to augment short term disability payments and waiting periods for disability and/or workers compensation if required up to 100% of pay.

(D) When sick pay payments are authorized, sick pay payments are made hourly 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.

(3) An individual may be required to furnish a doctor's certificate for reasonable cause at the determination of the Airport Manager.

(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 described in New York State Labor Law 196-b.

(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 three (3) or more consecutive days, including patterned absenteeism, or upon reasonable suspicion of misuse. If so required, the employee must execute a HIPAA release form in order for the Company to obtain supporting information from the treating physician. Failure of the employee to provide the required executed HIPAA release shall result in revocation of eligibility for sick pay and shall be subject to disciplinary action.

(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.

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. (Notwithstanding the foregoing, if prior to expiration of the one (1) year period as employee on a workers compensation leave of absence provides a note from his treating physician that the employee will be able to return to work no later than ninety (90) calendar days from the expiration of the one (1) year period, the employee will have his leave extended to the date identified by the physician which extension shall not exceed ninety (90) calendar days.) 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.

Union Leave of Absence

Upon written request from the Union Chairperson and with as much notice as possible, but not less than twenty four (24) hours, time-off will be granted to a Union Officer(s) without pay for legitimate Union business.

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

When a death occurs in a regular full time employee's (not including temporary or probationary) family, the Company will grant time off, to a maximum of 3 days, for which payment will be computed at the employee's regular rate of pay.

Immediate family is defined as:

- Spouse
- Common-law spouse
- Domestic partner
- Children
- Stepchildren (children of current spouse)
- Children for which the employee has guardianship
- Grandchildren
- Step parents
- Grandparents
- Mother
- Father
- Sister
- Brother
- Immediate family of spouse
 - Mother
 - Father
 - Sister
 - Brother
 - Grandparents

Up to a maximum of one (1) workday will be granted for other relatives defined as:

- Great-Grandparents
- Aunt (relative of employee)
- Uncle (relative of employee)
- Spouse of current sister-in-law
- Spouse of current brother-in-law

LOA for an employee's personal health care issue whether work related or non-work related:

- 10 or more years of continuous employment
 - med. ins. – Continues for a maximum period of six months, inclusive of FMLA leave, provided the employee continues to pay his portion of the monthly premium. After six months the coverage will only be available if the employee elects coverage under COBRA and pays the full cost of the monthly premium.
 - 401K – No participation for receipt of disability or worker's compensation insurance payments.
 - dental ins. – Continues for a maximum period of six months, inclusive of FMLA leave. After six months the coverage will only be available if the employee elects coverage under COBRA and pays the full cost of the monthly premium.
 - STD – Cost of the monthly premium is waived while the employee is on STD and the waiver continues if the employee goes on LTD.
 - LTD – Continues, consistent with the plan provisions, at Company expense while the employee is on STD and until the Company obtains a waiver of the payment of the cost of the monthly premium if goes on LTD.
 - life ins. and AD&D – Continues, consistent with the plan provisions, at Company expense for the duration of the leave up to a maximum of one year. (Any supplemental insurance purchased by the employee remains the financial obligation of the employee while on a LOA.)
- One or more, but less than 10 years of continuous employment
 - med. ins. – Continues for a maximum period of 12 weeks, inclusive of FMLA leave, provided the employee continues to pay his portion of the monthly premium. After 12 weeks the coverage will only be available if the employee elects coverage under COBRA and pays the full cost of the monthly premium.
 - 401K – No participation for receipt of disability or worker's compensation insurance payments.
 - dental ins. – Continues for a maximum period of 12 weeks, inclusive of FMLA leave. After 12 weeks the coverage will only be available if the employee elects coverage under COBRA and pays the full cost of the monthly premium.
 - STD – Cost of the monthly premium is waived while the employee is on STD and the waiver continues if the employee goes on LTD.
 - LTD – Continues, consistent with the plan provisions, at Company expense while the

employee is on STD and until the Company obtains a waiver of the payment of the cost of the monthly premium if goes on LTD.

- life ins. and AD&D – Continues, consistent with the plan provisions, at Company expense for the duration of the leave up to a maximum of one year. (Any supplemental insurance purchased by the employee remains the financial obligation of the employee while on a LOA.)

Note: With application to the foregoing only and notwithstanding the foregoing, an employee with one or more years of continuous employment who was hired on or before June 30, 2013 shall be entitled to benefits continuation while on a leave of absence for the employee's personal health care issue whether work related or non-work related on the same terms and conditions as an employee with ten or more years of continuous employment.

- Less than one year of continuous employment

- med. ins. – No participation, unless the employee elects coverage under COBRA and pays the full cost of the monthly premium.

- 401K – No participation for receipt of disability or worker's compensation insurance payments.

- dental ins. – No participation, unless the employee elects coverage under COBRA and pays the full cost of the monthly premium.

- STD – Cost of the monthly premium is waived while the employee is on STD and the waiver continues if the employee goes on LTD.

- LTD – Continues, consistent with the plan provisions, at Company expense while the employee is on STD and until the Company obtains a waiver of the payment of the cost of the monthly premium if goes on LTD.

- life ins. and AD&D – Continues, consistent with the plan provisions, at Company expense for the duration of the leave up to a maximum of one year. (Any supplemental insurance purchased by the employee remains the financial obligation of the employee while on a LOA.)

LOA for a FMLA covered situation for an employee's family member:

- med. ins. – Consistent with the law (FMLA), which provides for continuation of coverage for a maximum period of 12 weeks, provided the employee continues to pay his portion of the monthly premium. After 12 weeks the coverage will only be available if the employee elects coverage under COBRA and pays the full cost of the monthly premium. (Note: Employees with less than one year of employment are not eligible for FMLA leave.)

- 401K – No participation.

- dental ins. – Consistent with the law (FMLA), which provides for continuation of

coverage for a maximum period of 12 weeks. After 12 weeks the coverage will only be available if the employee elects coverage under COBRA and pays the full cost of the monthly premium.

- STD – Continues, consistent with the plan provisions, at Company expense for the duration of the leave up to a maximum of three months.

- LTD – Continues, consistent with the plan provisions, at Company expense for the duration of the leave up to a maximum of three months.

- life ins. And AD&D – Continues, consistent with the plan provisions, at Company expense for the duration of the leave up to a maximum of three months. (Any supplemental insurance purchased by the employee remains the financial obligation of the employee while on LOA.)

LOA for personal reasons unrelated to an employee's personal health issue or a FMLA situation for an employee's family member:

- med. ins. – No participation, unless the employee elects coverage under COBRA and pays the full cost of the monthly premium.

- 401K – No participation.

- dental ins. – No participation, unless the employee elects coverage under COBRA and pays the full cost of the monthly premium.

- STD – Continues, consistent with the plan provisions, at Company expense for the duration of the leave up to a maximum of 30 days.

- LTD – Continues, consistent with the plan provisions, at Company expense for the duration of the leave up to a maximum of 30 days.

- life ins. And AD&D – Continues, consistent with the plan provisions, at Company expense for the duration of the leave up to a maximum of 30 days. (Any supplemental insurance purchased by the employee remains the financial obligation of the employee while on a LOA.)

Note: If the Company pays for its portion of a Company provided insurance benefit at the beginning of a month, (example – medical ins.), that coverage will remain available to the employee for the entire month without any additional cost to the employee whether or not the employee goes on a LOA during the month. Conversely, if an employee on a LOA pays for any insurance benefit at the beginning of a month (example – cost for medical ins. under COBRA) and the employee returns from the LOA later in that month, the employee will still bear the full cost of the insurance for that month.

This following content of this paragraph is only applicable to those employees who are entitled to health care insurance coverage through the Company on the same terms and conditions as

when actively employed for a maximum period of six months while an employee is on a leave of absence due to an employee's personal health condition. If the Patient Protection and Affordable Care Act is repealed such that health care insurance coverage is not available to such employees who remain unable to work due to the employee's personal health condition after the expiration of such six month period then, no later than two weeks after the repeal of such law, the parties will enter into negotiations concerning the provision of health care insurance coverage to such employees through the Company and such employees will be eligible for continued health care insurance coverage through the Company on the same terms and conditions as when actively employed for a maximum period of nine months while an employee is on a leave of absence due to an employee's personal health condition subject to modification as the result of negotiations.

Article 28

Benefits

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.

401 (K) Plan

The Company agrees to allow eligible employees to participate in the Company 401(k) savings plan consistent with the plan provisions.

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.

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.

Article 29

Hours of Work and Overtime

(A) For all full-time employees, eight (8) consecutive hours in a regular work shift, exclusive of a one-half hour unpaid meal period, shall constitute the standard work day.

(B) For all full-time employees, five (5) consecutive days, shall constitute the regular work

week.

(C) The Company shall establish employee shift start times, including, but not limited to staggered start times, without limitation, based on operational need. A shift differential of seventy cents (.70) per hour for all hours worked shall be provided on an hourly basis for an employee whose regular scheduled shift begins at or after one (1:00) pm but before four (4:00) pm. A shift differential of eighty cents (.80) per hour for all hours worked shall be provided on an hourly basis for an employee whose regular scheduled shift begins at or after four (4:00) pm but before five (5:00) am. An employee regularly scheduled to work a schedule with more than one (1) start time and the scheduled start time on at least one (1) day begins at or after one (1:00) pm but before four (4:00) pm will receive a seventy cents (.70) per hour shift differential for all time worked. An employee regularly scheduled to work a schedule with more than one (1) start time and the scheduled start time on at least one (1) day begins at or after four (4:00) pm but before five (5:00) am will receive a seventy (.70) cents per hour shift differential for all time worked.

All shift differentials set forth above shall be paid for all accruals used.

(D) The Company will provide at least seven (7) calendar days notice prior to any shift change.

(E) There shall be two (2) ten (10) minute break periods during the standard workday. So far as is practical, one (1) break shall be within the first four (4) hours of the shift and the second shall be within the second four (4) hours of the shift. Break times are inclusive of travel to and from the employee's assigned work area. Accordingly, it is recognized that when an employee is working at a location not in proximity to his break room, the employee may not have sufficient time to go to his break room during the break, and therefore an acceptable nearby alternative location may be utilized or the employee may elect to take his break in conjunction with his meal period.

The Company, to the best of its ability, shall not schedule meal periods prior to (four) 4 hours of the scheduled start time of the employee unless agreed upon by the employee. The Company and Union will work together in order to avoid any undo interruption in airports operation when scheduling meal periods.

Overtime

(A) Time and one-half (1½) of the regular hourly rate shall be paid for all time actually worked in excess of eight (8) hours in a work day or forty (40) hours in any work week; and for purposes of this provision, holiday pay and vacation pay shall count as time actually worked. For the avoidance of doubt, no full time or part time employee shall be paid time and one-half (1½) unless they have actually worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek.

(B) Time and one-half (1½) of the regular hourly rate, in addition to holiday pay, shall be paid for all work performed on any paid holiday.

(C) Time and one-half (1½) of the regular hourly rate shall be paid for all work performed on the sixth (6th) consecutive day actually worked in a work week; and holiday pay, jury duty pay, paid

sick leave, time off for authorized Union business and vacation pay shall count as time actually worked for purposes of this provision. Notwithstanding the foregoing, if a part-time employee has not worked for forty (40) hours prior to the sixth (6th) consecutive day actually worked, the employee shall receive the regular hourly rate for all hours worked on the sixth (6th) day and shall only receive time and one half (1½) the regular hourly rate for hours worked beyond forty (40) hours.

(D) Pay at two (2) times the regular hourly rate shall be paid for all work after twelve (12) hours actually worked in a work day. For the avoidance of doubt, no full time or part time employee shall be paid double time unless they have actually worked more than twelve (12) hours in a workday.

(E) Pay at two (2) times the regular hourly rate shall be paid for all work performed on the seventh (7th) consecutive day actually worked in a work week; and holiday pay, jury duty pay, paid sick leave, time off for authorized Union business and vacation pay shall count as time actually worked for purposes of this provision. Notwithstanding the foregoing, if a part-time employee has not worked for forty (40) hours prior to the seventh (7th) consecutive day actually worked, the employee shall receive time and one half (1½) the regular hourly rate for all hours worked on the seventh (7th) day and shall only receive two (2) times his regular hourly rate for hours worked beyond forty (40) hours.

(F) There shall only be one sixth (6th) consecutive day and one seventh (7th) consecutive day in a workweek. The workweek shall begin on Saturday. Where an employee's regularly scheduled shift commences between 10:00 pm but prior to 12:00 midnight, the workday will be deemed to have begun at 12:00 midnight.

(G) The Union will cooperate with the Company in fulfilling the overtime man hours necessary to meet overtime schedules.

(H) Employees who work in excess of their scheduled hours on any day and/or week shall not be required to take compulsory time off during their regularly scheduled working hours. Employees assigned or required under instructions from the Company to attend Company business affairs shall be paid the same compensation they would have earned had they remained on their regular assignment. If required to perform the above on the day(s) off, the employee will be compensated with normal pay procedures. However, an employee who is scheduled to attend off-site specialty training may be excused by the Company from his regular work shift/schedule to attend such training for the duration of such training, in which event the language in the foregoing sentence shall not apply.

(I) There shall be no pyramiding of overtime.

(J) No overtime shall be worked unless it is at the direction of the management of the Company.

(K) No employee shall be permitted to work more than sixteen (16) hours in a workday exclusive of unpaid meal periods.

(L) Overtime Distribution

- (a) The principles of equal distribution of this Article will be applied as set forth below.

As used herein, the term "overtime" shall mean:

1. All time worked before or after an employee's regular scheduled hours.
2. All time worked within a day or part of a day during which the employee was not scheduled to work.

- (b) For the purposes of this paragraph, the following words are understood to mean:

1. Record – Overtime records.
2. Low Employee – Qualified employee with the lowest total hours.
3. An Assignment – A requirement for overtime where continuity is not a factor.
4. Charged – Total recorded hours.
5. Paid – Overtime actually worked and paid.
6. Excused – Proffered and refused.
7. Total Hours – Sum of paid and excused.

For purposes of equalization of overtime, the overtime work unit shall consist of all employees in the job classification on all shifts and days off. When overtime is required, it shall be proffered as outlined below to the qualified employee with the lowest total hours on the records of the overtime work unit.

- I. The steps outlined herein shall be used in the order set forth below to proffer overtime assignments of less than eight (8) hours.

A. Holdover

Proffer within the unit to the low employee(s) whose scheduled quitting time coincides with the beginning of the assignment.

B. Early Call-In

Proffer within the unit to the low employee(s) scheduled to work whose starting time coincides with the estimated expiration of the assignment.

C. Recall

Proffer within the unit to the low employee(s) for whom it is a regularly scheduled work day.

D. Sixth and Seventh Day

Proffer within the unit to the low employee(s) for whom it is a regularly scheduled day off.

E. Assigned Overtime

Employees will be assigned in accordance with the below subsection (h) of this Article.

- II. Proffers of assignments estimated to be of eight (8) hours duration shall first be offered to low employee(s) on their regularly-scheduled days off (Step D of I. above). Unfilled assignments shall then be filled by proffering four (4) hour assignments in the following order: Holdover, Early Call-In, and Recall. (Steps A through C of I. above). If the assignment is still unfilled, it will then be filled by proffering extensions to employees working holdover assignments. Remaining assignment(s) will be filled in accordance with the below subsection (h) of this Article.

Notwithstanding the foregoing Sections I and II, overtime distribution for the employees in Parking Maintenance, Shuttle Operation, and Cashier Classifications shall be accomplished per Appendix B.

Overtime assignments set forth in I, II and Appendix B above shall not be proffered to employees who will not receive a seven and one half (7 ½) hour break, except when assigning employees under the provisions of the below subsection (h) of this Article.

(c) Overtime records will be updated daily and will reflect the cumulative overtime worked and refused each day. This record will commence concurrently with the first day of semi-annual shift change and end on the last day of each period.

(d) The Union recognizes that in assigning overtime management must also consider availability of employees and requirements of the job. The Union also recognizes that under no circumstances will employees be paid for overtime not worked.

(e) Overtime will be charged as follows:

1. All overtime shall be charged in terms of the total hours paid for on an overtime basis. Employees not able to be contacted either in person or by telephone will be charged for overtime refused.
2. An employee who refuses offered overtime work shall be charged as in #1 above including all hours worked to complete the assignment exceeding those hours originally offered.
3. A newly-hired employee shall be charged with the average overtime of the job classification when, in management's opinion, he becomes qualified to work overtime assignments. However, an employee will not be considered to have satisfactorily completed his probationary period by having worked an overtime assignment.
4. An employee, absent from the job for any of the following reasons for a continuous period in excess of thirty (30) days, shall be charged with the average overtime of the classification during that portion of the absence in excess of thirty (30) days:
 - a. Leave of Absence for any reason (including military service)
 - b. Sickness Disability
 - c. Accident Disability
 - d. Layoff

5. An employee temporarily promoted (not to exceed 60 days) to a management job shall be charged with the average overtime of the work unit during the entire period of his absence from the unit on the management assignment.
6. An employee, absent from the job for any of the following reasons, shall not be charged with overtime during such absence:
 - a. Incidental absence due to personal illness.
 - b. Jury duty, death in the family, or incidental Union business.
7. An employee who is a member of a military service unit and is required to attend a scheduled reserve meeting on an evening or weekend, or an annual encampment or cruise, or an emergency call to duty, will be excused from overtime.
8. An employee absent from the job for any reason other than those described in paragraphs 6 and 7 shall be charged with the average overtime of the unit during his absence.
9. After the requirements of the job have been met, management may excuse employees from overtime work to attend regularly scheduled Local union meetings provided that the Local advises the Company in advance of the meeting dates and time. Efforts will be made to excuse officers of the Union. Overtime will not be charged in the case of employees excused to attend such Local meetings.

(f) Overtime records shall be logged daily in the work unit on a prescribed form and will be secured by management to avoid tampering, but shall be available for inspection by employees.

(g) If an oversight in an overtime assignment of personnel is brought to management's attention, the eligible employee will be offered the next available overtime assignment(s) on the employee's shift. If the employee refuses the assignment, the regular overtime distribution procedure shall then be followed as set forth above. Such oversight must be submitted within five (5) calendar days of the date on which the low man was available and not assigned, and for which he claims overtime availability, or the opportunity for remedy of such oversight will be forfeited.

(h) Except as required to maintain operations, which include but are not limited to emergency and snow events (the forecast of or actual occurrence of icing or 3" or more of snow) situations, employees shall not be required to work overtime against their wishes. However, if sufficient volunteers are not obtained under paragraph (b) above, the employee(s) in the initial step proffered, and each step in turn thereafter until the Company satisfies its staffing requirements, will be assigned and shall be required to work, in accordance with inverse Union seniority. It is understood that the Company shall only be required to contact respective employees to proffer voluntary overtime with one telephone call to each such employee before the Company can resort to forced overtime to satisfy staffing requirements the use of mandatory forced overtime shall not be used to accommodate chronic short staffing. An employee failing to report for such assignment without substantiated justifiable cause as determined by the

Company, i.e., the failure is occasioned by circumstances beyond the employee's control, is subject to discipline.

- (i) An employee is not eligible for overtime during his vacation period.
- (j) The Company reserves the right to cancel overtime assignments for good cause without penalty.
- (k) The Union recognizes that, in assigning overtime, management must also consider employee skills, availability of employees, and requirements of the job. The Union also recognizes that under no circumstances will employees be paid for overtime not worked.

Call In

A regular full-time employee or a regular part-time employee called into work on a scheduled day off shall be guaranteed a minimum of four (4) hours work during which time the Company reserves the right to utilize the employee for the full four (4) hours. Once such employee acknowledges a call in request, the employee must report for work within one and one half (1½) hours to receive full call in pay, otherwise the employee will only receive pay for time actually worked.

Call Back

A regular full-time employee or a regular part-time employee who has completed work and left the premises and is called back to work, unless in conjunction with his oncoming shift, shall be guaranteed a minimum of four (4) hours pay during which time the Company reserves the right to utilize such employee for the full four (4) hours. Once such employee acknowledges a call back request, the employee must report for work within one and one half (1½) hours to receive full call back pay, otherwise the employee will only receive pay for time actually worked.

Voluntary Schedule Time

- (A) Based on operational needs, the Company has the right to offer shift changes on a voluntary basis. No change in the employee's shift differential or lack of shift differential will result from accepting a voluntary shift.
- (B) The employee may accept or refuse the assignment.

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 five (5) work days. 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.

(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.

(G) In the event an employee is absent from work for a 31 day period, or longer, that time absent will not be observed as part of the disciplinary look back period when applying disciplinary action.

Article 31

Apparel

Uniforms and Nametags

The Company reserves the right to require employees to wear uniforms and nametags. 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.

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.

Safety Shoes

The Company shall reimburse personnel up to a maximum of \$105.00 per contract year for required safety shoes. The employee will choose the shoe he desires and place of purchase, provided the shoe meets ANSI/ASTM ratings. In order to be reimbursed, the employee must provide a bona fide sales receipt to the Employer. The safety shoes must be worn at all time.

The Company shall reimburse personnel up to a maximum of \$110.00 for Company required and approved "slip resistant" shoes. In order to be reimbursed, the employee must provide a bona fide sales receipt to the Employer. The "slip resistant" shoes must be worn at all times.

Operations personnel will be subject to this provision if safety shoes or "slip resistant shoes" are available that would be commensurate with their dress arrangement as approved by management.

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 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 two (2) members each for the Safety Committee. The members of the Safety Committee shall meet quarterly at mutually convenient times during regular straight time working hours without loss of time or pay.

(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.

(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. The Company will bear no liability for such appliances. Private televisions in the workspace are subject to removal by Management.

(E) An adequately maintained first aid kit will be furnished by the Company for minor injuries incurred during working hours. Furthermore, the Company will provide one small first aid kit to each Shuttle Operator. Prompt notification to Management must be made by any employee(s) who utilized the kit for any reason. The Company will replenish or replace the first aid kits as needed due to use or expiration of contents.

(F) 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.

(G) 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.

(H) Any employee injured on the job must immediately notify the Company 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.

(I) 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.

(J) Smoking on Albany International Airport property shall be permitted during non-work time in areas designated by the Company.

Article 34

Labor-Management Committee

A Labor-Management Committee will be formed to improve the workplace. The committee will be comprised of three members of management and three members of the Union. The committee will meet once each calendar quarter. A member of the committee who is on his regular shift will remain in pay status while attending the committee meeting. A member of the committee

who is not on his regular shift will not be in pay status while attending a committee meeting. Under no circumstances will an employee be paid overtime pay for attending a committee meeting. The committee will meet to discover, discuss, and resolve issues or problems that are not typically covered by a collective bargaining agreement. The committee shall not have the authority to negotiate changes to the collective bargaining agreement and shall not discuss active grievances, although the committee can discuss matters that have the potential to lead to grievances.

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Appendix A

Compensation

- A. The following base hourly rates of pay for the following listed classifications shall be paid to all incumbent employees on the date of receipt of notice by the Company from the Union of ratification of this Agreement, and who hired on or after November 1, 2020 as follows:

JOB CLASSIFICATIONS	Pay Rate Effective 11/1/20	Pay Rate Effective 11/1/21	Pay Rate Effective 11/1/22
Cashier	\$15.31	\$15.81	\$16.46
Lead Cashier	\$19.16	\$19.66	\$20.31
Parking Maintenance Technician	\$20.26	\$20.76	\$21.41
Parking Assistant	\$16.58	\$17.08	\$17.73
Parking Assistant Lead	\$18.77	\$19.27	\$19.92
Shuttle Driver w/CDL	\$17.40	\$17.90	\$18.55
Shuttle Driver non/CDL	\$16.75	\$17.25	\$17.90
Lead Shuttle Driver w/CDL	\$19.19	\$19.69	\$20.34
Shuttle Detailer	\$20.26	\$20.76	\$21.41
Building Maintenance Worker	\$18.70	\$19.20	\$19.85
Building Maintenance Worker-Lead	\$21.45	\$21.95	\$22.60
Loading Bridge Mechanic	\$21.97	\$22.47	\$23.12
Loading Bridge Technician	\$19.06	\$19.56	\$20.21
Operations Officer	\$18.49	\$18.99	\$19.64
Operations Officer In Charge	\$20.92	\$21.42	\$22.07
Custodial Worker	\$16.13	\$16.63	\$17.28
Custodial Worker-Lead	\$19.74	\$20.24	\$20.89
Floor Care Technician	\$18.11	\$18.61	\$19.26

- B. In lieu of the increases to base hourly rates of pay set forth in the chart in paragraph A above, for all incumbent employees on the date of receipt of notice by the Company from the Union of ratification of this Agreement, and who were hired on or before October 31, 2020, such employee's base hourly rates of pay that were in effect on October 31, 2020 shall be: 1) increased by one dollar (\$1.00) per hour effective November 1, 2020; increased by fifty cents (\$0.50) per hour effective November 1, 2021.; increased by sixty five cents (\$0.65) per hour effective November 1, 2022.
- C. An incumbent in the job classification of Building Maintenance Worker and Building Maintenance Worker-Lead, shall have an additional one dollar (\$1.00) added to his base rate of pay effective upon ratification of this Agreement. The additional \$1.00 is not retroactive to 11/1/20. Furthermore, a Building Maintenance Worker classified by the

Company as a Probationary Employee as defined by this Agreement shall be paid the base hourly rate of \$16.70.

For the avoidance of doubt, any employee whose employment relationship with the Company ended prior to the date of receipt by the Company from the Union of ratification of this Agreement shall not receive retroactive increases as set forth in this Appendix A.

D. Other Compensation

1. Parking

An incumbent in the classification of Parking Technician, Parking Assistant, Parking Assistance Lead, Parking Maintenance Worker and Parking Maintenance Lead who obtains a CDL and successfully completes related Company training to be a Shuttle Driver shall have an additional twenty five (.25) cents added to his base rate of pay.

2. An incumbent in the classification of Shuttle Driver w/CDL or Lead Shuttle Driver w/CDL who successfully completes related Company training for the classification of Parking Technician shall have an additional twenty five (.25) cents added to his base rate of pay, and will receive the rate of a Parking Technician as set forth in paragraph A, when actually performing the work of the Parking Technician.

3. Effective the second pay period after contract ratification Payment for Commercial Drivers License

For those employees required to have a Class B or Class C license for their employment with the Company, the Company will pay the difference in costs between the Class B or Class C license and the Class D license upon proof of renewal.

Appendix B

MEMORANDUM OF UNDERSTANDING RELATING TO PARKING DEPARTMENT OVERTIME DISTRIBUTION

The following procedures will apply to the parking department when distributing overtime on a temporary basis.

1. There will be an overtime sheet located in a locked box where the available overtime will be posted (1) week in advance of availability. The Lead and Supervisor will hold key to the box.
2. The sign up sheet will be for vacations or other long term vacancies, Holidays, long term illnesses, etc.
3. Employees of the department may displace a junior employee who has already marked on a vacancy up to forty eight (48) hours prior to the overtime with a Supervisors initials. As long as the OT is the same basis of payment, such as:
 - A. Junior employee A signs up for OT at time and $\frac{1}{2}$, Senior employee B may displace this employee by seniority if his time would also be time and $\frac{1}{2}$.
 - B. Junior employee A signs up for OT at a double time rate, Senior employee B may displace this employee by seniority for either DT or time and $\frac{1}{2}$.
 - C. Junior employee A signs up for OT at time and $\frac{1}{2}$, Senior employee B wants to displace this employee but is unable as his OT would be DT.
 - D. Senior employee B signs up for DT, Junior employee A may displace for time and $\frac{1}{2}$ only.

No changes can be made after the 48 hour time limit.

Management will not encourage employees to take OT that is already signed for. Any questions from employees about the procedure will be referred to Appendix B, which will be posted by the overtime board.

4. The four (4) hour hold over and four (4) hour early arrival will still be used followed by offering the overtime to employees who have been off eight (8) hours using the wheel procedure.
5. No employee can work more than 13 consecutive days, except at the sole discretion of the Company.

4/23/10

APPENDIX C

Memorandum of Agreement

Whereas, the United Transportation Union ("UTU") filed a grievance with Avports dated July 2, 2009, wherein the Union alleged that the Company improperly utilized Category II Relief positions for shuttle bus driver relief assignments;

Whereas, the Company denies the allegation and maintains that it has properly utilized Category II Relief positions for shuttle bus driver relief assignments consistent with the terms of the Collective Bargaining Agreement; and

Whereas, the Company and the Union desire to reach an amicable resolution of the grievance in order to maintain a harmonious working relationship;

Now therefore, the Company and the Union agree to resolve the grievance as follows:

Shuttle Bus

Only part time employees in the position of shuttle bus driver will be utilized for Category II shuttle bus driver relief assignments.

Three (3) part time employees in the position of shuttle bus driver will be designated as Category II Relief. Two of the three positions will be scheduled during the day shift. One will be scheduled during the afternoon shift.

Category II Relief assignments for shuttle bus operations will be limited to 32 hours per week or four days in a work week per part time employee. The 32 hours or four days will be assigned at the Company's discretion. The Category II Relief assignment will be in the existing designated Category II part time employee's shift. (i.e. day or afternoon).

Cashiers

Two (2) part time employees in the position of cashier will be utilized for Category II cashier assignments. One of the two positions will be scheduled during the afternoon shift. One will be scheduled during the graveyard shift.

The afternoon part time Category II employees will be limited to Category II assignments of 32 hours per week or four days in a work week. The 32 hours of work or four days will be assigned at the Company's discretion. The Category II part time assignments will be in the afternoon shift.

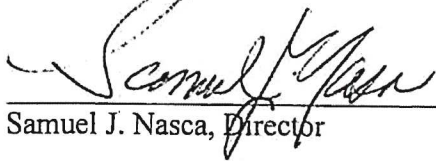
The part time Category II employee scheduled to work the grave yard shift will be assigned to Category II assignments as permitted in Article 22, Relief Assignments.

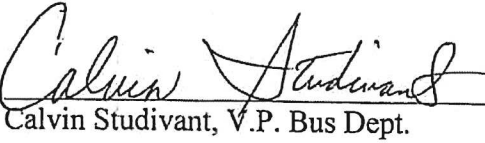
The parties understand that a re-bid of schedules is required to implement the provisions of this Memorandum of Agreement.

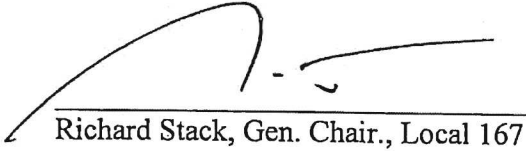
The above-referenced grievance is deemed fully and finally resolved.

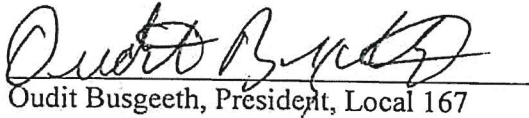
Further, it is understood and agreed that the above provisions of this Memorandum of Agreement only have application to shuttle bus driver and cashier relief assignments and that the Company's existing practice concerning the use of Category II Relief assignments for all other classifications is proper and shall not be affected by the above provisions.

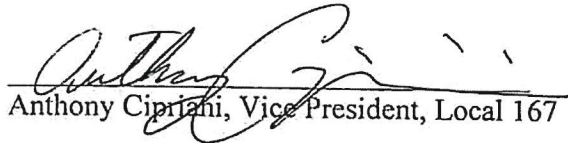
United Transportation Union

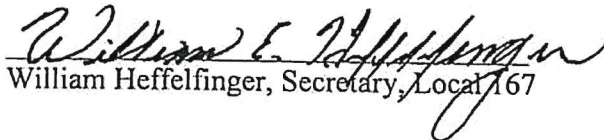

Samuel J. Nasca, Director

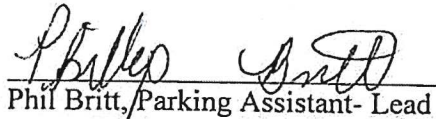

Calvin Studivant, V.P. Bus Dept.


Richard Stack, Gen. Chair., Local 167


Oudit Busgeeth, President, Local 167

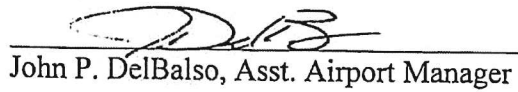

Anthony Cipriani, Vice President, Local 167

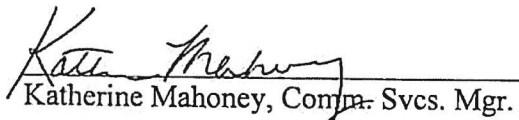

William Heffelfinger, Secretary, Local 167

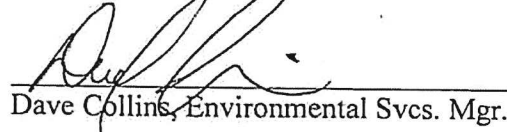

Phil Britt, Parking Assistant- Lead

Avports LLC


Fred Acunto, Airport Manager


John P. DelBalso, Asst. Airport Manager


Katherine Mahoney, Comm. Svcs. Mgr.


Dave Collins, Environmental Svcs. Mgr.

AGENDA ITEM NO. 3

Hiring Process Review

- **Authority Positions**
 - **Union Hires**
 - **CBA Review**

ALBANY COUNTY AIRPORT AUTHORITY

PERSONNEL HANDBOOK

Adopted: 9/19/1994
Amended: 11/13/1997
Amended: 3/4/1998
Amended: 12/7/1998
Amended: 7/11/2005
Amended: 7/10/2006
Amended: 11/5/2007
Amended: 6/8/2009
Amended: 02/01/2010
Amended: 12/6/2010
Amended: 06/06/2011
Amended: 02/04/2013
Amended: 12/12/2016
Amended: 04/22/2019
Amended: 07/12/2021

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1.0 INTRODUCTION

The Albany County Airport Authority's (Authority) personnel policies, benefits and services are set forth in this handbook. You should familiarize yourself with these policies and procedures and use this handbook as a reference guide. These policies cover all Authority employees and are designed to maintain consistency and insure equitable treatment.

There are several matters that are important to keep in mind about this handbook. First it contains general information and guidelines. The handbook is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the application of a policy or procedure to you, you should address your specific questions to the Chief Financial Officer.

Second, while the Authority intends to continue the policies, procedures, practices, and benefits described herein, the Authority reserves the right to modify, suspend or terminate any of them when conditions so warrant. We will try to keep you informed of changes as they occur, but we may not always be able to do so.

Third, some benefits described herein (such as NYS Pension Plans) are covered in detail in official policy documents that are modified from time to time and are readily available for your inspection in the Office of the Chief Financial Officer or his/her designee. These official texts are controlling governing documents over any statements made in this handbook or by any Authority manager/supervisor.

Fourth, it is not the intent of this handbook to substitute these policies or procedures for appropriate statutory provisions covering employees with permanent civil service status.

Fifth, the policy and procedures described in this handbook or any other Authority document are not conditions of employment.

Sixth, the language in this handbook, except where otherwise explicitly noted, does not create a contract between the Authority and its employees and may be modified at any time at the sole discretion of the Authority.

2.0 EMPLOYMENT PRACTICES

2.1 EQUAL EMPLOYMENT OPPORTUNITY

EEO refers to all Federal and State anti-discrimination laws and provides all persons the right to be evaluated based on their ability.

It is the policy of the Authority to ensure equal employment opportunity for all applicants and employees regarding all personnel related matters, including, but not limited to recruitment, hiring, placement, promotion, compensation, benefits and training. In all such activities, the Authority will not discriminate against any qualified persons because of age, sex, gender, marital status, race, creed, religion, color, national origin, citizenship, disability, veteran status, military status, marital status, familial status, predisposing genetic characteristic or genetic information, sexual orientation, or any other class protected by law.

2.2 INTERNAL COMPLAINT PROCEDURE

The Authority provides employees with an established procedure for expressing employment related concerns and to foster sound employee-employer relations through communication and reconciliation of work-related problems.

An employee who feels that he/she has a legitimate work-related complaint is encouraged to first attempt to resolve the issue(s) through discussions with his/her immediate supervisor.

If the situation is not resolved within ten working days from the time the complaint is discussed with the immediate supervisor, barring extenuating circumstances, it should be reported to the Chief Executive Officer or his/her designee with written documentation. Every effort will be made to resolve the complaint within a reasonable time period while preserving the confidentiality and privacy of those involved to the extent possible.

2.3 HARASSMENT

All employees have the right to work in an environment free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive.

The Authority is committed to maintaining a comfortable and productive work environment. Consistent with the Authority's respect for the rights and dignity of each employee, harassment or malicious gossip will not be sanctioned or tolerated.

Any employee with a problem or complaint relating to alleged harassment or discrimination in the work place should immediately bring it to the attention of the Chief Executive Officer. If the matter is not resolved, the employee may file a formal written complaint with the Chair of the Authority Board who will promptly initiate a confidential investigation.

All such complaints will be promptly investigated, ensuring confidentiality to the maximum possible extent. Appropriate disciplinary action, up to and including discharge, will be taken against any employee found to be violating this policy.

The Authority prohibits any form of retaliation against any employee who files a good faith complaint under this procedure or who assists in a complaint investigation. However, if after investigating any complaint of harassment or unlawful discrimination, the Authority determines that the complaint is not made in good faith or that the employee has provided false information regarding the complaint, disciplinary action may be taken up to and including discharge against the individual who filed the complaint or who gave the false information.

All employees should be aware of the following:

1. Sexual harassment is strictly prohibited. The Equal Employment Opportunity Commission defines sexual harassment as: Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct is used as a basis for employment decisions, or when such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating intimidating, hostile or offensive work environment. Employees are cautioned that remarks that they may view as humorous may, in fact, be perceived as offensive or intimidating to the recipient. Authority employees should avoid making any comments of a sexual nature to or about another employee.
2. Managerial personnel are responsible for assuring that no staff member is subject to conduct which constitutes sexual or any other forms of harassment.
3. Employees found to have engaged in sexual or any other forms of harassment shall be subject to corrective action, up to and including discharge.

4. The results of an investigation will be treated as confidential and, to the extent practicable, if not in conflict with the purposes of this policy, the Authority will protect the privacy of its employees from unnecessary disclosure of such information.
5. Employees who bring forth complaints, in good faith under this policy, will not be retaliated against.
6. All determinations herein will be made from facts on a case by case basis.

2.4 CORRECTIVE ACTION

The intent of Corrective Action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Authority's policies and procedures and/or other disciplinary problems. An employee who is unable or unwilling to improve their performance or behavior, may be subject to more disciplinary measures up to and including discharge.

The Corrective Action process involves one or more written warnings issued to employees when appropriate. These warnings will clearly identify the problem, and outline a course of corrective action and a time frame in which this corrective action must be completed. The employee should clearly understand both the corrective action and the possible consequence (such as suspension or termination) if the problem is not corrected. The employee should acknowledge receipt of the warning and include any additional comments of their own before signing it. A record of the decision and the employee's comments should be placed in the employee file in the office of the Chief Executive Officer or his/her designee. No Authority employee (except for employees on probation) shall be removed from his or her position or subject to other disciplinary penalty except for incompetence or misconduct shown after a hearing upon stated charges as provided for in Section 75 of the Civil Service law.

2.5 PERSONNEL RECORDS

Personnel records are created and maintained by the Chief Executive Officer or his/her designee. These records contain information that is relevant and necessary for the administration of the Authority's activities or required by law or regulation. These records are considered confidential and will be treated accordingly to protect employees' privacy. Managers will be given the opportunity to review past performance appraisals.

Each employee has the right to review information in his/her personnel file to insure accuracy. All requests for inspection must be submitted in writing to the Chief Executive Officer or his/her designee stating the purpose and the information that the employee would like to review. The Chief Executive Officer or his/her designee will review each request and set up an appointment to meet with the employee.

It is the employee's responsibility to inform the Chief Executive Officer or his/her designee of changes in information such as name, address, telephone number, marital status, beneficiary designations, emergency contacts, and specific health or medical problems which affects the employee's ability to perform the duties of his/her position.

2.6 REFERENCE CHECKS

All written or telephone inquiries regarding a current or former Authority employee must be referred to the Chief Executive Officer or his designee. No Authority employee may issue a reference letter to any current or former Authority employee without permission of the Chief Executive Officer or his designee. Any letter of reference must be reviewed and approved by the Chief Executive Officer or his designee before being mailed or otherwise provided.

In response to an outside request for information regarding a current or former Authority employee, the Chief Executive Officer or his/her designee will furnish or verify only an employee's name, dates of employment and job title. No other data or information regarding any current or former Authority employee, or his or her employment with the Authority will be released unless the employee authorizes the Authority to release such information in writing, or if the Authority is required by law to furnish such information.

2.7 SMOKING

The Authority is committed to providing its employees with a smoke-free environment. Smoking is prohibited in all building areas, including private offices, conference rooms, hallways, stairways and rest rooms. Smoking is allowed outside the building in designated areas only with waste disposal in proper designated containers. It is the responsibility of the employee to abide by the non-smoking regulations at the Authority.

Non-compliance with the established smoking policies should be handled in the same manner as violations of any other Authority regulation. If the employee ignores the policy, it is appropriate to give a written warning, with a copy to the Chief Executive Officer or his/her designee, with the understanding that any subsequent violation(s) may result in termination.

Job applicants and visitors should be informed of the Authority's No-Smoking policy.

2.8 DRUG FREE WORKPLACE

Pursuant to the federal Drug-Free Workplace Act the Authority has established a drug-free awareness program.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee engaging in such prohibited activities shall be subject to disciplinary actions, up to and including dismissal. Each employee, by accepting employment at the Authority agrees to abide by these prohibitions and agrees to notify the employer of any criminal drug statute conviction for a violation occurring no later than five days after such conviction.

2.9 REPORT WRONGDOING - PROTECTION FROM RETALIATION

All employees will be protected from retaliation for disclosing information concerning acts of wrongdoing, misconduct, malfeasance, or other inappropriate behavior ("Wrongdoing") by an employee or Board Member of the Authority.

An employee should first report the alleged Wrongdoing to either the Chief Executive Officer or his/her designee or General Counsel, so that the situation may be remedied as appropriate.

If the matter is not resolved, the employee may file a formal written complaint with the Chair of the Albany County Airport Authority.

An employee who believes s/he is being retaliated against for reporting a Wrongdoing that s/he believes has occurred should first report the retaliation to the Chief Executive Officer or General Counsel so that the situation may be remedied as appropriate.

If the matter is not resolved through informal resolution and/or conciliation or if informal resolution and/or conciliation does not appear to be an appropriate remedy, the complainant may file a formal written complaint with the Chair of the Authority.

Retaliation against whistleblowers in any form is against state law and will not be tolerated in any aspect of Authority's business. If you have any questions, please contact the Chief Executive Officer or his/her designee or General Counsel.

2.10 VEHICLE USE POLICY

The Albany International Airport is a 24-hours a day/7-days (24/7) a week operation. Passengers and staff are present on-site at all times. The Airport Authority owns and operates over 88 vehicles in support of its operations. This policy is intended to govern the use of these vehicles.

Chief Executive Officer Vehicle

The Chief Executive Officer is responsible for the daily operation and oversight all Airport operations at all times. He/she is on call 24/7 and is authorized, by the Authority Board, use of a vehicle to oversee all Airport operations, to respond to emergencies, to oversee extreme weather events, attend public hearings and meetings, represent the Airport at a variety of community events, sit on boards representing the Airport and to conduct the business of the Airport 24/7.

Air Rescue Fire Fighting Vehicles

A separate policy regarding Mutual Aid has been approved regarding the off-site use of emergency vehicles.

Airport Operations and Maintenance Vehicles

It is the policy of the Airport Authority that all Airport vehicles are to remain on Airport property and not be assigned to individuals for regular use off Airport property. Vehicles authorized to leave the Airport would include fire-fighting equipment and vehicles, delivery vehicles and Million Air assigned vehicles. For the most part, for safety and for the purpose of reducing accidents and personal injuries, vehicles should remain on Airport property. The Chief Executive Officer, at his discretion, may permit the use of vehicles for off-site use if it is in the best interest of the Airport and in carrying out its official business.

Record Keeping

All Airport employees authorized to use an Airport vehicle, including the Chief Executive Officer, shall maintain logs of the trips taken off-site indicating date/time, purpose, mileage and incidental costs (fuel, tolls, etc.). At the year-end, these records shall be submitted to the Airport Authority Finance Department for an assessment as to whether the use of the vehicle constitutes supplemental income under the provisions of the IRS tax laws. If so, the Finance Department will issue proper income tax forms to the Airport employee.

2.11 COMPUTER USAGE POLICY

This Acceptable Use Policy is to outline the acceptable use of Albany County Airport Authority (ACAA) Information Technology (IT) resources. This policy has been adopted to protect both the ACAA and its employees.

The objectives are threefold:

1. To protect ACAA's networks and equipment.
2. To reduce the Unsolicited Commercial Email "Spam" that can flood ACAA's mail server.
3. To protect ACAA and its employees from activities that might expose them or the ACAA to legal action.

"ACAA's resources", as used herein, is defined as comprising all computer equipment, including peripherals, that is owned, used or leased by ACAA or its affiliates as well as ACAA's networks, infrastructure, servers and off-site services that ACAA subscribes to.

The connection of any device, regardless of ownership or purpose, to any of ACAA's resources shall constitute use of ACAA's resources.

The policy extends to the use of any ACAA email account or subscription account provided to ACAA by any third party.

While ACAA desires to provide a reasonable level of privacy, users should be aware that the data they create on these resources, or while utilizing any of these resources, remains the property of ACAA. ACAA cannot guarantee the strict confidentiality of information stored on any computer device belonging to ACAA or connected to ACAA's resources.

The ACAA provides the following guidelines for the use of ACAA IT resources:

1. Employees are prohibited from using ACAA IT resources for personal use, except in case of personal or family related emergencies.
2. For security and network maintenance purposes, authorized individuals within ACAA may monitor equipment, systems and network traffic at any time. ACAA reserves the right to audit networks and systems on a periodic basis for any purpose.
3. Passwords must remain secure and personnel are strongly discouraged from sharing accounts. Authorized users are responsible for the security of their individual passwords and accounts.
4. All PCs, laptops and public area workstations should be secured with a password protected screen saver with the automatic activation feature set at 15 minutes or less, or be logging off when the system will be unattended.
5. ACAA email accounts can be provided for business related communications. We permit employees to provide their albanyairport.com email address to known friends, family and associates, if needed for emergency communications. The use of ACAA email addresses for all other purposes is prohibited.
6. Any equipment connected to ACAA's networks must be approved by the Communications Department. Approval will be withheld unless there is an active anti-virus and anti-spyware programs running on the equipment with current software definitions. These programs/software are available from the ACAA Communications Department.
7. Under no circumstances is an employee authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing ACAA resources.

The following activities are expressly prohibited:

1. Violations of the rights of any person or ACAA protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use or the duplication or transmission of copyrighted or otherwise protected materials. This provision applies to materials that are considered "ACAA Confidential."
2. The use of any peer-to-peer file sharing software including, but not limited to, KaZAA, Grokster or Morpheus is prohibited.
3. The use of any Internal Revenue Code (IRC) or messenger software including, but not limited to AOL or other "Messengers", IRC or "chat" clients is prohibited due to security issues that are prevalent within these programs.

4. Unless specifically business related, posting or subscribing to newsgroups, on-line discussion boards or email list groups from ACAA's facilities are prohibited.
5. Posting or subscribing to newsgroups, on-line discussion groups or email lists using an ACAA email address is prohibited, unless required for reasonable business purposes, only on an as needed basis and approved by the ACAA's Communications Department.
6. Participating in any on-line chat unless specifically required for business purposes is prohibited.
7. Revealing your account password to others or allowing use of your account by others is prohibited. This includes - but is not limited to - family and other household members when work is done at home or outside the office.
8. Effecting disruptions to, or interfering with, any other computer or network.
9. Intentionally sending unsolicited commercial email, spam, junk mail or any form of advertising is prohibited.
10. Using any form of network monitoring which will intercept data not specifically intended for the employee, unless this activity is a part of the employee's normal job responsibilities is prohibited.
11. Circumventing user authentication or security of any host, network or account, (also known as "hacking") is prohibited.
12. Providing information about, email or any list of ACAA's employees, customers or potential customers to any third party is prohibited.
13. Unauthorized use, or forging, of email header information is prohibited. This could cause the ACAA email system to be "blacklist."
14. Connecting to the Internet, or sending email through, an anonymous proxy server or similar conveyance designed to obfuscate or hide the user's identity is prohibited.
15. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type will be interpreted as generating "Spam" and is prohibited.
16. Installing any software that is not pre-approved by the Communications Department is prohibited.

This policy may be amended at any time, without prior notice, at the sole discretion of ACAA. Any changes will be provided to employees in writing and shall have the full force and effect as if originally incorporated herein.

Employee's breach of this policy shall be grounds for disciplinary action and may result in termination of employment.

ACAA's failure to enforce any provision or provisions shall not operate to invalidate ACAA's rights to enforce any of the provisions of this policy including subsequent changes.

Should any provision of this policy be deemed invalid, it shall not effect nor invalidate any other provision.

2.12 INTERNET AND EMAIL POLICY

Voice mail, email, and Internet usage assigned to an employee's computer or telephone extensions are solely for the purpose of conducting Albany County Airport Authority (ACAA) business. Some job responsibilities at the Authority require access to the Internet and the use of software in addition to the Microsoft Office suite of products.

Only people appropriately authorized, for Authority purposes, may use the Internet or access additional software.

Software Access Procedure

Software needed, in addition to the Microsoft Office suite of products, must be authorized by your supervisor and downloaded by the Communications Department. If you need access to software, not currently on the Authority network, talk with your supervisor who will consult with the Communications department.

Internet Usage

Internet use, on Authority time, is authorized to conduct Authority business only. Internet use brings the possibility of breaches to the security of confidential Authority information. Internet use also creates the possibility of contamination to our system via viruses or spyware. Spyware allows unauthorized people, outside the Authority, potential access to Authority passwords and other confidential information.

Removing such programs from the Authority network requires Communications staff to invest time and attention that is better devoted to progress. For this reason, and to assure the use of work time appropriately for work, staff members should limit Internet use.

Additionally, under no circumstances may Authority computers or other electronic equipment be used to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-businessrelated Internet sites. Doing so can lead to disciplinary action up to and including termination of employment.

Email Usage at Authority

Email is also to be used for Authority business only. Authority confidential information must not be shared outside of the Authority, without authorization, at any time. You are also not to conduct personal business using the Authority computer or email.

Please keep this in mind, also, as you consider forwarding non-business emails to associates, family or friends. Non-business related emails waste Authority time and attention.

Viewing pornography, or sending pornographic jokes or stories via email, is considered sexual harassment and will be addressed according to our sexual harassment policy.

Emails That Discriminate

Any emails that discriminate against employees based on any legally protected classification or characteristic, including race, gender, nationality, religion, and so forth, will be dealt with according to the harassment policy.

These emails are prohibited at the Authority. Sending or forwarding non-business emails will result in disciplinary action that may lead to employment termination.

Authority Owns Employee Email

Keep in mind that the Authority owns any communication sent via email or that is stored on Authority equipment. Management and other authorized staff have the right to access any material in your email or on your computer at any time. Please do not consider your electronic communication, storage or access to be private if it is created or stored at work.

2.13 FINANCIAL DISCLOSURE STATEMENTS

The Public Authorities Accountability Act requires members, officers and employees of the Authority to file financial disclosure statements with the Albany County Board of Ethics. Accordingly, the CEO will collect a completed financial disclosure statement from each policymaking employee, and transmit all such financial disclosure statements in one group to the Albany County Board of Ethics.

2.14 WORKPLACE VIOLENCE PREVENTION POLICY AND INCIDENT REPORTING

The Albany County Airport Authority is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our agency, staff, and clients. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on the Albany County Airport Authority's property will be thoroughly investigated and appropriate action will be taken, including summoning criminal justice authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients, following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of NYS Labor Law 27b and highlights some of the elements that are to be found within our Workplace Violence Prevention Program. The process involved in complying with this law includes a workplace evaluation that will be designed to identify the workplace violence hazards our employees could be exposed to. Other tools that will be utilized during this process include establishing a committee made up of management and Authorized Employee Representatives who will have an ongoing role of participation in the evaluation process, recommending methods to reduce or eliminate the hazards identified during the process and investigating workplace violence incidents or allegations. All employees will participate in the annual Workplace Violence Prevention Training Program.

The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. The Albany County Airport Authority has identified response personnel that include a member of management and an employee representative. If appropriate, the Albany County Airport Authority will provide counseling services or referrals for employees.

All Albany County Airport Authority personnel are responsible for notifying the Chief Executive Office or his/her designee of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

3.0 COMPENSATION AND SALARY ADMINISTRATION

3.1 PHILOSOPHY AND OBJECTIVES

The Authority's compensation program is designed to be both equitable and competitive to attract and retain qualified employees of the highest caliber and to achieve the goals of the

Authority. To this end, the Authority strives to provide salaries that are competitive with comparable jobs in similar situations and fair in relation to the employee's co-workers.

To ensure that the compensation program remains fair and competitive, the Authority participates in industry and regional salary surveys. In addition, positions within the Authority are reviewed periodically to make certain that people with similar responsibilities are receiving comparable pay.

The CEO, at his/her discretion, may grant newly-hired employees advanced standing in regards to the allotment and accumulation of vacation leave (see Section 4.3) and/or sick leave (see Section 4.4). In making a determination as to whether to grant such advanced standing, the CEO will consider the standing of current employees with commensurate experience, and the experience level of the newly-hired employee.

3.2 JOB CLASSIFICATION

To comply with the Fair Labor Standards Act and other Federal employment guidelines, the Authority classifies positions into two categories - Exempt and Non-Exempt. Job analysis determines whether or not a position is exempt. Job titles are not a controlling factor and employees who qualify for exempt status may have a variety of functions and titles. A brief summary of the definitions of exempt and nonexempt classifications follows:

Exempt Status -- Employees who work in salaried executive, managerial, administrative, supervisory and professional positions. According to government definitions, exempt employees are legally defined as follows:

Executives/Managers

- * Principal duty is managing Authority.
- * Has authority to select, train, plan, assign work, assess, discipline and handle grievances.
- * Exercises discretion regularly.
- * As a rule of thumb, an employee who spends at least 50 percent of time devoted to managing nonexempt employees and key policy development is likely be considered an "Executive" employee (although the percentage of time spent on such duties is a helpful guide, it is not the only factor considered.)

Administrative Employees

- * Performs office work directly related to management policies.
- * Work requires exercise of discretion and independent judgment.
- * Works under only general supervision. Regularly assists an executive as administrative employee.
- * As a general rule, an employee who spends at least 80 percent of time devoted to administrative work is likely to qualify as an "Administrative" employee (although the percentage of time spent on such duties is a helpful guide, it is not the only factor considered.)

Professional

- * Primary duty is performing work that requires advanced or specialized knowledge.
- * Work requires consistent exercise of discretion and judgment.
- * Work is intellectual and varied. Output cannot be measured on an hourly basis.
- * As a general rule, an employee who spends at least 80 percent of time devoted to professional or technical work is likely to qualify as a "Professional" employee (although the percentage of time spent on such duties is a helpful guide, it is not the only factor considered.)

Non-Exempt -- Employees paid on a salary or hourly basis and work in technical, secretarial, clerical and maintenance positions. Employees in these positions are eligible for overtime. See overtime policy Section 3.8.

3.3 EMPLOYEE CLASSIFICATION

Employees are classified according to their normally scheduled work hours as follows:

1. Regular Full-Time Employee -- a salary employee who is normally scheduled to work at least 40 hours per week.
2. Regular Part-Time Employee a salary employee hired on or after January 1, 2017ho is normally scheduled to work less than 40 hours per week, but at least 30 hours per week. Any salary employee hired prior to January 1, 2017 who is normally scheduled to work less than 40 hours per week but at least 21 hours per week shall also be considered a Regular PartTime Employee.

3. Hourly Part-Time Employee -- an hourly employee who is normally scheduled to work less than 30 hours per week. Any hourly employee hired prior to January 1, 2017 who is normally scheduled to work less than 21 hours per week shall also be considered an Hourly Part-Time Employee.
4. Temporary Employee -- an employee hired temporarily for a specific period, not to exceed one year, to complete a specific project(s).
5. Intern -- a high school, college or university student hired for a specific period, not to exceed one year, to complete a specific project(s) related to his or her field of interest or major.

Hourly Part-Time Employees, Temporary Employees and Interns are not eligible for health benefits, life insurance, or other benefits outlined in this handbook. Participation in the NYS-Employee Retirement System is optional at the employee's discretion for Hourly Part-Time Employees, Temporary Employees and Interns.

3.4 SALARY ADMINISTRATION

All eligible employees will be reviewed for salary step adjustments, to be effective January 1, during the thirty days immediately preceding the end of the calendar year. See Appendix C for the Authority's Policy for Performance Evaluation. The Authority may implement a cost of living adjustment to the salary schedule to be effective January 1 of each year. From time to time, the Chair of the Authority together with the Chair of the Personnel Committee may authorize merit raises as recommended by the Chief Executive Officer.

3.5 WORK WEEK

The basic work week for Authority employees is 40 hours per week.

3.6 HOURS OF WORK

The Authority's normal business hours are from 8:30 a.m. to 4:30 p.m. Monday through Friday except holidays. Employees are entitled to one-half hour break for lunch. Due to the nature of work or the requirements of the Authority, individuals may be required to work either earlier or later than the standard hours.

3.7 FLEXTIME

With the written approval of the Chief Executive Officer, a Regular Full-Time Employee may work adjusted hours of flextime as long as it remains congruent with the Authority's business needs. Regular Full-Time Employees on a flexible work schedule must work a minimum of 40 hours per week.

3.8 OVERTIME

Exempt employees are not eligible to receive overtime pay, premium pay or compensatory time (see Section 3.2 for definition of exempt/nonexempt). Non-exempt employees are eligible for compensatory time or additional pay for all hours worked based on the following policy:

1. Compensatory Time

- * A non-exempt Regular Full-Time Employee working overtime will have the option to use their compensatory time within the current payroll time period. Any compensatory time not used within the current payroll time period will be paid based on when earned as described below.

2. Normal Work Week

- * An overtime rate of 1-1/2 times the regular compensation rate is paid for hours worked over 40 hours per week (see exception under Absence from Work below).

3. Weekends

- * A premium rate of 1-1/2 times the regular compensation rate is paid after 40 hours for work performed Saturday or Sunday. Example: 40 hours worked Monday through Friday, 7 hours worked Saturday. Regular rate is \$10.00/hour. Pay for Saturday will be \$15.00/hour. (See exception under Absence from Work below).

4. Holidays

- * A premium rate of 2 times the regular compensation rate is paid for work performed on a paid holiday. The employee is paid for the holiday plus one times his/her rate for the hours worked. Example: Regular rate is \$10.00/hour. Employee works on Labor Day. Rate for hours worked on Labor Day is \$20.00/hour.

5. Absence from Work

Updated July 12, 2021

- * Time taken for sick, bereavement, compensatory time or personal days is not counted as time worked in calculating overtime and weekend premium pay at 1-1/2 times the regular compensation rate. Example: 28 hours worked Monday through Thursday, paid sick day taken Friday (8 hours). Employee works 10 hours Saturday. Regular rate is \$10.00/hour. Rate for 8 hours worked Saturday is \$10.00/hour, rate for the remaining 2 hours worked Saturday is \$15.00/hour.
- * Time taken for vacation, holidays, jury duty or due to the Authority closing because of inclement weather is counted in calculating overtime and premium pay.

Request for overtime must be approved by the Chief Executive Officer or his designee before the work is performed. In addition, the time worked each day for the full week in which the overtime is requested must be indicated.

3.9 SALARY PAYMENT

Full-time employees shall be paid their regular salary semi-monthly on the 14th and the 28th. If payday is on a Saturday or a Holiday, employees will be paid the day before. If payday is on a Sunday, employees will be paid the day after. Pay checks will only be released directly to the employee unless the employee gives written permission designating someone else to pick up their check. Anyone else picking up a check will be expected to provide identification.

All Hourly Part-Time, Temporary and Intern Employees paid based on hours worked, overtime and unused compensatory time will be paid one-time period lagging the time worked.

3.10 DIRECT DEPOSIT

The Authority encourages direct deposit of employee's paychecks into the bank of their choice to avoid being lost or stolen. Paychecks can be deposited into checking accounts, savings accounts, or both.

4.0 ATTENDANCE/ABSENCE

4.1 ATTENDANCE AND PUNCTUALITY

Attendance at work is a major responsibility of each employee. Absence from work causes delays, requires temporary assignments of other people and generally disrupts operations. Employees should make every effort to be at work and on time when scheduled.

All employees shall be required to punch in and out using the Nova Biometric Time System which will generate an Employee time Report. Employees are required to electronically submit their time reports to their supervisor for approval on a semi-monthly basis. The Employee Time Report includes hours worked and leave taken on a daily basis.

All employees are required to complete an electronic Leave Request and electronically submit to their supervisor to request approval to leave work.

The Chief Executive Officer shall also maintain a current record of leave on file and electronically complete an Employee Time Report semi-monthly.

If an employee is going to be absent from work, the employee should notify the supervisor prior to the start of the employee's shift, but in no event, at least within the first one-half hour of the start of the employee's shift. If an employee is unable to report to work on time, the employee must notify the immediate supervisor prior to, or within one-half hour of the start of the employee's shift. If the supervisor is not available, the employee should ask for the supervisor's supervisor.

An employee's absence from work shall be considered an unauthorized absence when: (a) the absence was not properly approved by the employee's supervisor, or (b) in the case of an absence necessitated by illness, the employee fails to provide notice to his or her supervisor as soon as practicable. Unauthorized absence constitutes misconduct and depending upon the circumstances, may result in performance counseling or disciplinary action.

Absence from work without approval (unauthorized absence for periods in excess of seven (7) consecutive calendar days) will be considered a voluntary resignation abandonment. An employee requesting reinstatement after abandonment of employment must show that he or she was incapable of providing proper notice to the Authority of the need to be absent. This provision shall not limit the Authority's ability to remove employees on basis of misconduct for periods of unauthorized absence of any duration.

Frequent absenteeism and tardiness is unacceptable. To resolve this problem, an employee will first be made aware that their absenteeism and/or tardiness has become a problem. Should the problem persist, corrective action will be taken. If unsuccessful, ACAA may initiate disciplinary action that may lead to termination.

4.2 HOLIDAYS

The Authority provides paid time off for ten scheduled holidays. Regular Full-Time Employees are also provided with two discretionary holidays to cover occasions of significance to the individual employee.

The following are the days observed by the Authority:

New Year Day	Martin Luther King Day	Presidents Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veterans Day	Thanksgiving
Day After Thanksgiving	Christmas Day	Juneteenth*

DISCRETIONARY DAYS - 1 DAY

****Pursuant to NYS Law (S.8598/A.10628)***

Discretionary day must be taken during the calendar year and is not eligible for payment at termination or separation from the Authority.

Regular Full-Time Employees hired after January 1 each year are allocated a discretionary day as follows:

January 1 to March 31	1 Day
April 1 to September 30	1/2 Day
October 1 to December 31	0 Days

Regular Part-Time and Hourly Employees, Temporary Employees, Interns, and employees on disability or on leave of absence are not eligible for discretionary holidays.

4.3 VACATION LEAVE

Regular Full-Time and Regular Part-Time Employees are eligible for vacation benefits on an accrual basis. While an employee earns vacation credit from the date of hire, he or she must complete three months of service before becoming eligible to take vacation. Hourly Part-Time, Temporary and Interns are not

eligible for vacation benefits. The Authority will recognize and credit full time employees with vacation and sick time accrual rates and time accrued from other New York State municipal, state, or public governmental entities, provided such service ended no greater than one year prior to commencement of service to the Authority.

All vacation should be scheduled in advance with the employee's supervisor, requested in writing and is subject to the supervisor's approval. Taking vacation in more than two-week segments is not encouraged because of the added burden it places on colleagues.

To provide proper coverage during the summer vacation period, employees should submit their vacation request before May 1. In case of a conflict, priority will be given to the employee who has more senior-level responsibilities subject to the operational needs of the Authority.

The vacation year is January 1 to December 31. All employees are encouraged to take their earned vacation by December 31 each year. If Authority business conditions restrict the use of full vacation time, vacation days up to a maximum of 300 hours, or 37.5 days, may be carried over until the next year.

Unused vacation for Regular Full-Time Employees up to the maximum of 37.5 days or 300 hours shall be liquidated in cash at the time of separation, retirement or death. Unused vacation for Regular Part-Time Employees up to a maximum of 18.75 days or 150 hours shall be liquidated at the time of separation, retirement or death.

The Authority credits Regular Full-Time Employees vacation leave each pay period according to the following schedule:

First Year - Employees are credited each pay period worked with three and one-third hours of vacation during the first year of employment up to a maximum of 10 days.

Second through the Ninth Year - Employees are credited each pay period worked with five hours of vacation up to a maximum of 15 days for each year.

Tenth through Nineteenth Year - Employees are credited each pay period worked with six and three-quarters hour of vacation up to a maximum of 20 days for each year.

Twenty or More Years - Employees are credited each pay period worked with eight and one third hours of vacation up to a maximum of 25 days for each year.

The Authority credits Regular Part-Time Employees working less than full-time vacation leave monthly in proportion to the total hours worked. Example: An employee working 4 days per week in their first year of service earns 80% of the total days allocated, or 8 vacation days.

Employees on leave of absence do not accrue vacation during their leave time.

4.4 SICK LEAVE

The Authority provides paid Sick Leave for days when a Regular Full-Time or Regular Part-Time Employee must be absent for personal illness, injury or disability. Sick leave shall also be used to cover absences from work necessitated by the need to provide care to a member of an employee's immediate family (defined as an employee's legal relationship of spouse, parents, guardians, children, step-children, and foster children) who suffers from an illness when approval is granted by a supervisor. Sick leave shall be used to cover absences necessitated by schedule visits to licensed care providers (e.g. doctors, physical therapists, dentists, optometrists, etc.). Employees who are ill are required to notify their supervisor within one hour of the normal starting time of the day of illness. If the supervisor is unavailable, the employee should report to the supervisor's supervisor, not to a fellow employee.

In addition, sick leave is available for use for sickness in the employee's immediate family when approval is granted by the supervisor. The employee shall request approval as far in advance as possible but at least two days before the desired leave except in an emergency.

Regular Full-Time Employees earn sick leave credit monthly on a basis up to a maximum of 13 sick days per year, or 4.33 hours per time period. Regular Part-Time Employees working less than fulltime are credited sick leave in proportion to the total hours worked. Regular Full-Time Employees may accumulate sick leave credits up to a maximum of 165 days, or 1320 hours. Regular Part-Time employees may accumulate sick leave credits up to a maximum of 82.5 days or 660 hours.

Sick leave is not an entitlement or allotment plan. Unused sick leave shall **not** be liquidated in cash at any time, including separation, retirement, or death. An employee may use accrued vacation or personnel leave days if his/her sick time exceeds the number of allowable sick leave days with written approval from the Chief Executive Officer

Employees who are members of the NYS Employees' Retirement System (See Section 5.5) are allowed additional service credit for unused accumulated sick leave. The maximum additional service credit currently allowed is 165 days, as contained in NYS Employees' Retirement System. The additional service credit is applied on a working day basis as stipulated by the NYS Employees' Retirement System.

Before absence of three days or more are charged against sick leave credits, the Authority may require satisfactory proof of illness or may require the employee to be examined, at the Authority's expense, by a physician designated by the Authority. The Authority considers a medical certificate from a licensed physician as sufficient proof in the ordinary course of events.

In the event of failure to submit proof of illness upon request, or in the event that the proof as submitted, or the report of the medical examination is deemed unsatisfactory evidence of illness sufficient to justify the employee's absence from work, such absence may be considered as unauthorized leave. Unauthorized leave shall not be charged against accumulated sick leave credits and shall be unpaid. Abuse of sick leave shall be cause for disciplinary action. Repeated violations of sick leave privileges is grounds for termination.

EXTENDED SICK LEAVE

The Chief Executive Officer, at his/her discretion, may advance sick leave credits to an employee absent due to personal illness who has exhausted his/her accumulated sick leave, vacation, and personal leave credits. The outstanding un-repaid sick leave advanced to an employee under the provisions of this section shall not at any time exceed a total of thirteen (13) days. Upon separation of the employee's service from the Authority, any such advance of sick leave remaining un-repaid, shall be deducted from wages due the employee.

The Chief Executive Officer, at his/her discretion, may grant sick leave at half pay for personal illness to a regular employee having not less than one (1) year of continuous service after all sick leave, vacation and personal leave have been exhausted; provided, that the cumulative total of all sick leave hereby granted to any employee during Authority service shall not exceed twenty (20) work days for each year of continuous service. In addition, the Chief Executive Officer in his/her discretion may extend to a full time employee who has exhausted all sick leave, vacation and personal leave credits, six (6) weeks of additional sick leave at half pay.

4.5 PERSONAL LEAVE

Regular Full-Time and Regular Part-Time Employees are permitted reasonable time off for commitments which can not be met before or after normal business hours, including religious observance. The Authority credits Regular Part-Time Employees working less than full-time personal leave in proportion to the total hours worked.

For such purposes, employee's personal leave shall not exceed 5 days during a calendar year. Personal leave shall be charged in no less than one hour increments and should be requested at least three working days in advance, except in the case of emergency.

Those employees hired after January 1 shall be eligible for personal leave on a pro-rated basis as follows:

January 1 to March 15	5 days
March 15 to May 31	4 days
June 1 to August 15	3 days
August 16 to October 31	2 days
November 1 to November 30	1 day
December 1 to December 31	0 days

Personal leave is not an entitlement or allotment plan. Therefore, there is no compensation for, or carry-over of unused personal time from one year to the next. Unused personal leave is not paid at the time of termination or separation of employment from the Authority.

4.6 JURY DUTY

The Authority provides Regular Full-Time and Part-Time salaried employees paid time off to enable employees to fulfill their citizenship responsibilities when called for jury duty, or when summoned as a court witness. Jury duty benefits are not provided when an employee is the plaintiff or defendant in a legal proceeding. Employees are expected to return to work whenever the jury duty does not last all day and the employee is within reasonable distance from the office.

Receipt of a notice for jury duty or a summons to appear as a court witness must be reported immediately to the employee's supervisor and the Chief Executive Officer or his/her designee.

All employees who are called to serve as jurors or as court witnesses will receive their regular pay while on jury duty. Any payment received for being a juror or court witness, except travel expense reimbursements, shall be turned in to the Accounting Department.

4.7 BEREAVEMENT

The Authority provides paid time off to allow employees time to handle personal matters due to a death in the family. Regular Full-Time and Regular Part-Time employees are eligible for Bereavement benefits. It is anticipated the leave will normally be taken during the three days immediately following the death according to the following guidelines.

In the event of the death of an employee's parent, step-parent, guardian, spouse, child, step-child, legal ward, domestic partner or sibling, the employee will receive normal wages for a period not exceeding three days.

If any relative outside the employee's family as defined above passes away, one day of paid absence will be paid.

Bereavement leave shall not be cumulative nor liquidated by cash for unused leave at the time of separation, retirement or death.

4.8 MILITARY SERVICE

Regular Full-Time and Regular Part-Time Employees who are members of a national or state military unit can take thirty (30) business days at full pay each calendar year to fulfill their active training duty requirements. An additional five business days may be taken as vacation time or without pay, whichever the employee prefers. Additional unpaid time, up to a period of six months, may be taken for a limited emergency active duty, or regular active service in connection with a Military Duty Crises.

4.9 WORKERS COMPENSATION

The Authority will provide benefits as provided in the Worker's Compensation Law.

4.10 LEAVE OF ABSENCE WITHOUT PAY

In the discretion of the Authority, employees may be granted a leave of absence without pay for a period not exceeding one (1) year, with the consent of the Chief Executive Officer. Employees who are granted leave without pay will not accumulate any sick or vacation credits while on leave. Employees may continue participation in the Authority's benefit programs to the extent permitted by the plans by paying the costs of the plans on a monthly basis. Leaves of absences may be extended beyond one year with the approval of the Authority Board.

4.11 FAMILY MEDICAL LEAVE ACT ("FMLA")

The purpose of this provision is to outline the conditions and procedures under which an employee may be eligible for time off as required by the federally enacted Family and Medical Leave Act ("FMLA"). The Authority reserves the right to modify this policy as necessitated by law.

- A. An "FMLA leave of absence" shall be defined as an approved absence available to an eligible employee for up to twelve (12) weeks* of leave in a rolling 12-month period under particular qualifying circumstances. Leave may be taken:

- 1. Upon the birth of the employee's child**;

2. Upon placement of a child with the employee for adoption or foster care**;
3. When the employee is needed to care for a child, spouse or parent who has a serious health condition;
4. When the employee is unable to perform the essential functions of his/her position because of his/her own serious health condition;
5. When the employee is needed due to a qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or called to active duty status; or
6. When the employee is needed to care for a covered service member with a serious injury or illness.*

* NOTE: that an employee is entitled to twenty-six (26) weeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness.

** NOTE: That an employee's entitlement for leave for the birth, adoption or placement for foster care of a child expires at the end of the twelve (12) month period beginning on the date of birth or placement unless the Authority agrees to permit a longer time. Spouses who are both employed by the Authority are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or placement for foster care.

B. Definitions

"A serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

1. Any period of incapacity or treatment in connection with, or following inpatient care in a hospital, hospice or residential medical care facility; or,
2. Any period of incapacity that requires absence from regular daily activities of more than three (3) days and that involves continuing treatment by (or under supervision of) a health care provider.

"A covered service member" will be defined as the employee's spouse, son, daughter, parent, or next of kin who is either:

- (a) A current member of the armed forces (including a member of the National Guard or Reserves), who is undergoing medical treatment, recuperation or therapy, is otherwise in

outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or

(b) A veteran who was a member of the armed forces (including National Guard or Reserves), was discharged or released under conditions other than dishonorable, and was discharged within 5 years of the date the employee takes FMLA leave to care for him/her, and is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

“A qualifying exigency” will be defined as any activities that involve (but may not be limited to) the following:

1. Short-notice deployment;
2. Military events and related activities;
3. Child care and school activities;
4. Certain activities related to the care of the service member’s parent;
5. Financial and legal arrangement;
6. Counseling;
7. Rest and recuperation;
8. Post-deployment activities; and/or
9. Any additional activities agreed to by the employee and Employer.

“Leave” time may be paid or unpaid, see discussion below.

C. Eligibility

To be eligible for leave under this policy, an employee must have been employed for at least 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

D. Certification/Documentation

Where applicable, the Authority may require medical certification to support a claim for leave requested for an employee's serious health condition, the serious health condition of a child, spouse or parent, leave due to a qualifying exigency, or leave due to the serious injury or illness of a covered service member. If necessary, the Authority may require periodic recertification under certain circumstances. The Authority can provide employees with the requisite certification forms.

E. Intermittent Leave

If necessary for a serious health condition of the employee, his/her spouse, child or parent, due to a qualifying exigency, or to care for a seriously injured or ill service member, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth, adoption or placement, unless otherwise agreed to between the parties.

F. Notice and Reporting Requirements

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations. In cases of illness, an employee may be required to periodically report on his/her leave status and intention to return to work.

The term "reasonable prior notice" shall mean not less than 30-day notice, or as soon as practicable.

G. Benefit Entitlement While on FMLA Leave

Employees on authorized FMLA leave will continue to be covered for those medical, dental and other health insurance benefits on the same terms as if he/she had continued to work. The employee must continue to make any regularly required contributions to the cost of health insurance premiums.

In the event that the employee fails to return to work following the FMLA leave, the Authority may be permitted to recover from the employee the employer's share of the premium payment which was made during the leave.

H. Procedures

An employee seeking FMLA should make that request to the CEO or his/her designee.

4.12 LEAVE REQUIRED BY LAW

The Authority shall grant any leave of absence required by law and will continue payment of salary and benefits if the law so provides.

4.13 SPECIAL LEAVE FOR EXTRAORDINARY CIRCUMSTANCES

Directed Early Dismissal: Employees who have reported for duty and because of extraordinary circumstances beyond their control are directed to leave work, shall be granted paid leave to cover such directed absence.

Non-Directed Early Dismissal for Inclement Weather: It is recognized that certain employees may have special concerns during periods of inclement weather. Such special concerns may include the closure of their children's schools and special circumstances related to their personal commute to and from work. In such circumstances, early dismissal may be authorized by the Chief Executive Officer or Chief Financial Officer on a case by case basis and when granting such requests this will not necessitate the suspension of services. Employees taking advantage of such non-directed early dismissal must cover their absence with appropriate paid leave credits. Sick leave shall not be deemed a leave appropriate for such circumstances.

Non-Directed Tardiness and Absence due to Inclement Weather: It is recognized that certain employees may have special concerns during periods of inclement weather. Such concerns may include the closure of their children's schools and special circumstances related to their personal commute to and from work. Employees who will be late or absent due to such circumstances must contact their supervisor as soon as possible. The Chief Executive Officer or Chief Financial Officer may on a case by case basis excuse such tardiness or absence provided that granting such requests will not necessitate the suspension of services. Employees whose non-directed tardiness or absence is so excused shall cover their absence with appropriate paid leave credits. Sick leave shall not be deemed a leave appropriate for such circumstances.

4.14 Leave Donation Program

A. Purpose.

A regular employee absent from work, due to personal illness or due to the need to provide care to an immediate family member suffering from a serious health condition, who has exhausted all accumulated sick, personal, discretionary holiday, and vacation leave credits and has also exhausted the maximum grant of advanced sick leave may petition the Chief Executive Officer to participate in the Albany County Leave Donation Program. This program authorizes the Airport Authority to solicit an employee's coworkers for the donation of

personal, vacation, and (in some instances) credits to be transferred to the ill employee's sick leave account. Leave donation is a voluntary program and an ill employee may elect not to participate.

B. Eligibility to Receive Donations.

To be eligible for donated leave, an employee must:

1. have completed: (a) one year of full-time service, (b) two years of part-time service, or (c) an equivalent combination of full- and part-time service; and
2. have exhausted all sick, personal, floating holiday, and vacation leave credits and,
3. have not been the beneficiary of donated leave in the twelve months preceding the request; and
4. suffer a personal illness, unrelated to an occupational accident or occupational disease, with an anticipated duration of 30 calendar days or more or be needed to provide care to a seriously ill immediate family member whose period of disability is expected to continue beyond 30 calendar days.

C. Donation of Leave.

Employees with one continuous year of service time may donate vacation leave, personal leave, and discretionary holiday credits to employees participating in this program. Credits must be donated in full hour increments, except discretionary holiday time which must be donated in full day increments. Leave is donated in units of time, not in cash equivalents of time (i.e., the salaries of the giving and receiving individuals do not impact the amount of time reduced or credited). Donated leave time is credited only to the sick leave account of the employee for whom donations were solicited and, if not exhausted by that individual, is prorated back.

D. Medical Certification.

An employee wishing the Albany County Airport Authority to conduct a solicitation for donated leave must provide medical certification consistent with the granting of regular sick leave. In addition, such certification must provide an estimate of the anticipated duration of the medical disability for which the request is made. Updated medical certification should be provided every thirty (30) calendar days during the period of absence.

E. The Solicitation Process.

The donated leave program shall be administered by the Department of Human Resources, which shall conduct all solicitations for leave in a non-intrusive, fully voluntary manner. The solicitation process used by the Department of Human Resources is outlined below:

1. The employee or employee's family member shall make written request to the Chief Executive Officer indicating a desire to participate. Such request shall include a medical certification of illness, the anticipated duration of illness, and confirm the employee's eligibility to participate.
2. The requesting employee may, at his or her request, limit the scope of the solicitation to certain employees. Otherwise, the solicitation shall be addressed to all Airport Authority employees.
3. The request will be reviewed by the Chief Executive Officer or his/her designee, who shall certify the employee's eligibility to participate and prepare a standard notice to be distributed to all Airport Authority employees.
 - a) The standard notice form shall include the following information:
 - (1) Employee's name, job title, and department.
 - (2) The amount of donated leave sought.
 - (3) Whether this is the first or second solicitation.
 - (4) Whether donated time is to be coordinated with disability insurance benefits.
 - (5) Whether leave is requested for the employee's own personal illness or to attend to the illness of a member of the employee's immediate family.
 - (6) Designation of a ten working day period during which donations will be accepted.

A brief description of the circumstances and nature of the disability for which donated leave is being requested.

- b) The description of the circumstances and nature of the disability for which leave is sought will be short and to the point. The precise wording used in the notice shall be approved by the employee prior to its release. In approving the release, the employee shall be deemed to have knowingly waived any confidentiality rights pertaining to the medical condition. The employee shall agree to not use the disclosure of a medical condition contained in a standard solicitation notice as evidence of the Airport Authority's violation of the employee's privacy or as evidence in a legal action alleging discrimination on the basis of disability or perceived disability.
4. The agreed upon solicitation notice shall then be forwarded to the appropriate Airport Authority employees. The Chief Executive or his/her designee shall notify the Authority employees of the donation request by posting in a prominent location

or by providing copies to employees. Under no circumstances shall employees be pressured to donate leave. Department Heads, supervisors, and co-workers shall limit their involvement in the solicitation process to informing employees of the existence of the solicitation notice. They are to refrain from conducting personal solicitations or campaigns on the beneficiary's behalf or from offering opinions on whether leave should or should not be donated.

5. Donations shall be made using a form promulgated for this purpose by the Human Resources. The confidentiality of leave donations shall be respected. Only personnel who must process the required transactions and maintain leave balances "need to know" who has donated leave. The identity of the donor should not be revealed to the employee receiving the donation.
6. Donations shall be processed as they arrive at the Department of Human Resources until
7. either: (a) the full amount of leave sought by the employee from the solicitation is obtained, or (b) the open period for donation has expired, whichever event occurs first.
8. If it is determined that the absence must extend beyond the period for which paid leave credits have been donated, a second solicitation may be authorized by the employee requiring leave. No more than two solicitation may be made per employee for a maximum of two hundred sixty (260) calendar days per twelve (12) month period.

F. Use of Donated Leave.

Except as provided for below, donated leave must be used in full day increments.

1. **Coordination with Disability Insurance.** An employee, who is collecting replacement wages through an employer-paid disability insurance, shall expend donated leave on a reduced schedule so that weekly net earnings during the period covered by donated leave do not exceed the weekly net earnings enjoyed by the employee while working. For this purpose, weekly net earnings is defined as the employees weekly gross earnings minus all federal and state taxes, health insurance deductions (including any Section 125 unreimbursed medical account premium), and mandatory deductions from salary (e.g., court ordered garnishments, etc.). However, wholly discretionary deductions (e.g., auto insurance premiums, credit union deductions, etc.) shall not be included in the calculation of weekly net earnings for this purpose.

G. Health Insurance Contributions.

Employees on a reduced leave schedule shall contribute toward their health and dental insurance premiums consistent with the normal rules.

H. Accrual of Paid Leave Time.

Employees using donated leave do not earn vacation, personal, discretionary holiday, or sick leave credits.

I. Family and Medical Leave Act (FMLA) Coordination.

Donated leave shall run concurrent with unpaid FMLA leave.

J. Limit on Total Duration of Absence.

Donated leave may not be used to extend an employee's total absence from work (to include all periods of absence covered by other paid or unpaid leaves) beyond twelve months.

4.15 PAID LEAVE FOR CANCER SCREENINGS

The Authority provides paid time off to allow for cancer screenings. Regular Full-Time and Regular Part-Time employees are eligible for cancer screening leave. The cancer screening leave is 4 hours annually.

Cancer screening leave shall not be cumulative nor liquidated by cash for unused leave at the time of separation, retire or death.

5.0 BENEFITS

The Authority recognizes that its most important asset is its employees. To reward their contributions, the Authority provides a comprehensive benefit package for all Regular Full-Time and Part-Time Employees.

The following provides a broad overview of the various employee benefits available. Further details are available by obtaining detail descriptions of the plans from the Chief Executive Officer or his/her designee.

The Authority reserves the right to discontinue the benefits plans at any time, in whole or in part, or to modify, amend or otherwise change their terms, including increasing the amount of contribution for an employee, retiree or their dependents. Whenever a benefit is supplied through a written document or contract with any outside party, their official text becomes the controlling documents.

5.1 CAFETERIA BENEFIT PLAN FLEXIBLE SPENDING ACCOUNTS (FSA)

The Authority offers a Flexible Spending Account for Health Care and Dependent Care expenses through ADP. A Health Care Flexible Spending Account (FSA) is designed to reimburse for out-of-pocket health

care expenses incurred by you or your eligible dependents that are not reimbursable through any other benefit. Examples of eligible expenses are deductibles, copays, prescription eyeglasses, vision exams, dental expenses and many others. A Dependent Care Flexible Spending Account (FSA) is designed to reimburse for expenses incurred to care for your eligible dependents. Examples of eligible expenses are daycare, after school care and elder care. Details concerning the plan are available in the Chief Executive Officer's office or his/her designee's office.

5.2 HEALTH INSURANCE

The Authority has selected Capital District Physicians' Health Plan (CDPHP) or the NYS Empire Plan to provide a wide range of health care services, including a prescription drug program, to Authority employees. All Regular Full-Time or Regular Part-Time employees are eligible to enroll when they are newly hired or during designated open enrollment periods. The plan provides coverage for the employee and their eligible dependents. Details concerning the plan are available in the Chief Executive Officer or his/her designee. Eligible employees may select an alternative health insurance program so long as the costs is equal to or lower than CDPHP or the NYS Empire Plan, or pays the difference if the price is higher. Effective in January 1998, the Authority will provide a vision/eye care plan to full time employees.

Domestic Partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependence shall be eligible for health care coverage.

The Authority will compensate an employee to opt-out of the health plan with the exception of those with NYSHIP coverage as the alternative insurance. The employee must show evidence that he or she is covered under a qualified health insurance plan. The Chief Executive Officer shall determine, on an annual basis, the amount of compensation to be offered as an incentive for employees who choose to opt-out of the health plan. The incentive shall not exceed 25% of the estimated premium of insurance cost.

Authority employees hired after July 1, 2005, shall be required to pay 10% of their health insurance coverage. Upon retirement, any sick leave credits may be applied to insurance premiums during retirement, as similarly administered by the New York State and Local Retirement System.

5.3 DENTAL INSURANCE

As part of the health insurance program, the Authority also provides to eligible full-time or part-time employees dental coverage through the Guardian. Details concerning the plan are available in the Chief Executive Officer or his/her designee. Eligible employees may select an alternative health insurance program so long as the costs is equal to or lower than Guardian, or pays the difference if the price is higher.

5.4 AFLAC PERSONAL CANCER INDEMNITY PLAN/AFLAC ACCIDENT INDEMNITY PLAN

The Authority offers single coverage in the AFLAC Personal Cancer Indemnity Plan to Regular Full-Time and Regular Part-Time Employees at no expense. If an employee wishes to opt for family coverage, the employee will be responsible for the difference in cost for family coverage. Payment for the coverage will be automatically deducted via payroll deduction.

Participation in the AFLAC Accident Indemnity Plan is offered to Regular Full and Part-Time Employees at the Employee's expense.

5.5 EMPLOYEE RETIREMENT PLAN

The Authority is a participating employer in the New York State and Local Employee's Retirement System. The Authority also offers the Optional Retirement Programs established under the NYS Retirement and Social Security Law and NYS Education Law to eligible employees.

Except for persons receiving a retirement allowance from a public retirement system administered by the State of New York or a political subdivision, each new employee is provided the opportunity to join the Retirement System at the time of his or her initial employment. The employee must at the time of employment give written notice of their option of joining the System.

The NYS Retirement and Social Security Law (and the NYS Education Law, where applicable) has established different membership criteria and benefits for various tiers.

The Chief Executive Officer or his/her designee will provide each employee a Retirement System booklet describing the benefits available for the Tier in which they participate, or any Optional Retirement System benefits for which they may be eligible.

5.6 DEFERRED COMPENSATION PROGRAM

The New York State Deferred Compensation Plan is a voluntary retirement savings program, created by federal and state law, that permits government employees to defer compensation after any required salary deductions (such as retirement system contributions, social security and Medicare taxes, health plan premiums, etc.). The amount saved is not subject to current federal or New York State income taxes and earnings accumulate tax-deferred until the amounts are distributed, generally during retirement. The Plan's mission is to help State and local public employees achieve their retirement savings goals by providing high quality, cost effective investment products, investment education programs and related services. The Plan is overseen by the New York State Deferred Compensation Board and managed by professional staff. The New York State Deferred Compensation Plan is a State-sponsored employee benefit for State employees and employees of participating employers.

5.7 UNEMPLOYMENT INSURANCE

The Authority provides unemployment compensation as provided by Federal and State law. In the event an employee voluntarily resigns or is terminated for good cause, the Authority shall contest any unwarranted claim for unemployment insurance.

5.8 CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 AMERICAN RECOVER AND REINVESTMENT ACT OF 2009 (ARRA)

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), all employees and their qualified beneficiaries covered by a group health plan have the right to elect to continue their group coverage if such coverage ceases due to a qualifying event such as death of employee, termination of employment (other than for gross misconduct), reduction of hours, divorce or legal separation, entitlement to Medicare or loss of dependent status. Coverage may be continued for a minimum of 18 months in the event of termination of employment or 36 months for other qualifying events. COBRA coverage may be extended for an additional 11 months if the employee or any covered dependent are disabled at the time of termination. The total cost of continuing coverage is assumed by the employee. Additional information on COBRA is available through the Chief Executive Officer or his/her designee.

5.9 PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)

As required by the Patient Protection and Affordable Care Act (PPACA), effective January 1, 2011, the eligibility rules for covering dependents was changed to allow an enrollee's child to continue coverage as an eligible dependent up to age 26.

An employee's natural, legally adopted, step and/or domestic partner child is eligible for this coverage regardless of financial dependency, residency, student status, employment and/or marital status. The extension of coverage to age 26 applies also to "other" eligible dependent children upon submission of an approved Statement of Dependence and supporting documentation.

5.10 CONTINUING EDUCATION

The Authority has established an education assistance program for full time regular employees.

Written approval to participate in this program must be obtained by the employee from the Chief Executive Officer. Only one class per semester per employee is reimbursable. The initial tuition cost will be shared equally by the Authority and the employee. Employees may appeal to the Chief Executive Officer for total payment of initial tuition when a hardship grievance exists. Upon successful completion, the Authority agrees to reimburse the employee that portion of the tuition cost not initially paid by the Authority.

5.11 PROFESSIONAL REGISTRATION/LICENSING/TRADE ASSOCIATION MEMBERSHIPS & CONTINUING EDUCATION REIMBURSEMENT POLICY

The professional staff within the Authority utilize their professional credentials to advance and benefit the Authority. In addition, belonging to and participating in trade associates and remaining current through taking professional development courses also keep the professional staff knowledgeable in their profession. The Authority staff is small in number and continuing education and association with other professionals is encouraged. On this basis, the Authority shall reimburse those professionals who hold professional registrations/licenses to stay current. Professional membership dues, trade membership dues and continuing education course fees are to be reimbursed, all with the approval of the Chief Executive Officer.

6.0 TRAVEL AND EXPENSE REIMBURSEMENTS

6.1 AUTHORIZATION

The Authority will reimburse employees for all necessary and reasonable expenses incurred while traveling on Authority business, subject to prior authorization by the Chief Executive Officer and audit by the Accounting Department. An Authority's Expense Reimbursement Form should be completed for each trip. Receipts are required for all expenses.

6.2 AIR TRAVEL

When traveling on Authority business, employees must fly coach. Generally, business and first class accommodations will not be reimbursed. If the employee wishes to travel first or business class, he or she will be required to pay the difference based on the lowest applicable air fare secured by the Authority. Under emergency situations an upgrade ticket may be permissible. However, the reason should be stated on the expense report and is subject to Chief Executive Officer approval.

Connections or flights that make intermediate stops should be used if they result in a lower fare, provided travel time is not increased significantly. Employee membership in airline clubs will not be reimbursed.

6.3 CAR RENTAL

Employees should make every effort to obtain a low or moderately priced car. Employees should arrange for car rentals through agencies that offer government discount rates. When renting a car, employees must waive collision damage insurance. Employees are covered for collision through the Authority's insurance policy.

6.4 TAXI, LIMOUSINE, CAR SERVICE

All necessary and reasonable expenses for ground transportation will be reimbursed. Employees should obtain receipts from drivers to facilitate documentation of expenses.

6.5 USE OF PERSONAL CAR

Employees who use their personal car when authorized to travel on Authority business will be reimbursed at the current Internal Revenue Service approved mileage rate plus parking and tolls.

6.6 OTHER TRAVEL METHODS

Bus, subway and train fare will be reimbursed when used for business travel. Whenever possible, employees should secure receipts.

6.7 MEALS

Dinner and breakfast taken while traveling a full day or overnight on Authority business will be reimbursed for actual receipted expenses or at the un-receipted rate established by U.S. General Services Administration. Care must be taken to keep meal costs reasonable and receipts are required for actual expenses submitted for reimbursement.

6.8 LODGING

When traveling on Authority business, overnight hotel accommodations will be reimbursed at the government rate for a regular room in a medium priced hotel. Luxury hotels or suites will not be reimbursed unless approved by the Chief Executive Officer. Membership in hotel clubs will not be reimbursed.

An employee attending a conference as an Authority representative is permitted to stay in accommodations designated by the sponsor at the conference rates if reasonably priced. Request to stay in such accommodations should be included in the request for travel approval to the Chief Executive Officer.

6.9 REIMBURSEMENT

To obtain reimbursement for travel expenses, employees must submit completed expense reimbursement reports to the Accounting Department. A completed expense report should be submitted for each trip. Attached should be the Chief Executive Officer's travel approval, and all original receipts or other documentation to support expenses.

According to IRS regulations, employee expense reports should be submitted within 30 days.

The employee is responsible for the additional cost when he/she upgrades air fare, hotel or car rental reservations. The amount to be reimbursed may be adjusted accordingly.

7.0 TERMINATION

7.1 INVOLUNTARY TERMINATION

The Authority may terminate an employee subject to the employee's rights under the civil service law. No representative of the Authority has the authority to make any written or oral agreement contrary to the above. Any contractual arrangement with an employee must be approved by the Authority's Board.

The procedures set forth in Section 2.4 regarding Corrective Action are to be followed to include sufficient discussion identifying the performance problem and a written warning where appropriate.

All employees with less than one year of full-time service are considered to be on probation, as provided in the civil service law, and can be terminated at any time without cause or any Corrective Action being taken.

7.2 VOLUNTARY TERMINATION

An employee who plans to resign from the Authority is expected to notify his or her supervisor, in writing, at least two weeks prior to leaving. The supervisor should send a copy to the Chief Financial Officer and the Chief Executive Officer or his/her designee immediately.

7.3 SALARY AND BENEFIT PAYMENTS

An employee who terminates voluntarily or involuntarily will be paid through the last day of employment. Non-exempt employees who have earned overtime pay but have not received it, will be paid based on the overtime policy. Employees will be paid for any unused vacation time earned. All employee benefits terminate as of the date of termination subject to Section 7.7 herein. The extension of health benefits will be offered in compliance with COBRA regulations.

7.4 SEVERANCE PAY

No employee is eligible for severance pay unless specifically approved by the Authority.

7.5 EXIT INTERVIEW

The Chief Executive Officer or his/her designee is responsible for scheduling an exit interview with a terminating employee on the last day of employment and for arranging the return of Authority property including:

- * Identification Security Card.
- * Office, file and computer keys.
- * Authority manuals or other files.
- * Any additional Authority owned or issued property.
- * Written report on status of all work-in-process.

The employee's final pay check may be picked up on or after their regular scheduled payday. All Authority property listed above must be returned by that time.

7.6 RETIREMENT

The decision to retire from employment with the Authority should be communicated in writing to the Chief Executive Officer or his/her designee six months prior to the effective date.

All employees are encouraged to contact the State Retirement System and their local Social Security office for information on benefits six months prior to their planned retirement date.

7.7 HEALTH INSURANCE BENEFITS FOR RETIREES

Effective January 1, 2017, all any Regular Full-Time and Regular Part-Time Employee hired on or after that date with fifteen (15) or more years of service with the Authority (including any years with the State of New York or Albany County immediately preceding becoming an Authority employee provided they have at least ten years equivalent service with the Authority) who retires from the Authority and is collecting retirement benefits through the New York State and Local Employees' Retirement System or is eligible to receive benefits under the Voluntary Deferred Contribution Plan (VDC Plan), shall receive health insurance benefits from the Authority as a retired employee, and such health insurance coverage shall be maintained until the employee's death, as further set forth in this section. Note that any Regular Full-Time or Regular Part-Time Employee hired prior to January 1, 2017 with ten (10) or more years of service with the Authority (including any years with the State of New York or Albany County immediately preceding becoming an Authority employee) who retires from the Authority and is collecting retirement benefits through the New York State and Local Employees' Retirement System shall receive health

insurance benefits from the Authority as a retired employee, and such health insurance coverage shall continue until the employee's death, as further set forth in this section.

The following Other Post-Employment Benefit Plan (OPEB) was adopted by the Authority on February 1, 2010; Revised by unanimous vote of the ACAA Board December 12, 2016.

**ALBANY COUNTY AIRPORT AUTHORITY OTHER POST-EMPLOYMENT BENEFIT PLAN (OPEB)
HEALTH INSURANCE CONTINUATION FOR ELIGIBLE RETIREES**

A. The Albany County Airport Authority ("Authority") shall provide continuation of health insurance benefits (medical/surgical, hospitalization, and prescription drug) for retirees who meet specific established criteria.

1. Eligibility Criteria and Contribution Requirements. The Authority shall provide health insurance benefits to eligible retiring Full-Time Employees (as defined in Section 3.3) and eligible retiring Part-Time Employees (as defined in Section 3.3). "Employees" shall refer to both Full-Time Employees and Part-Time Employees (as defined in Section 3.3). The Authority shall continue to provide health insurance benefits to Employees who are already eligible and receiving benefits as retired employees as of the effective date of the adoption of this Other Post-Employment Benefit Plan ("Plan").

a. Retiring Employees.

(1) Eligibility Criteria. All of the following criteria must be met on the day of separation from Authority service:

- (a) Employees hired on or after January 1, 2017 must have at least fifteen (15) years of full-time equivalent service with the Authority (including any years with the State of New York or Albany County preceding becoming an Authority employee provided they have at least ten years equivalent service with the Authority). Employees hired prior to January 1, 2017 must have at least ten (10) years of full-time equivalent service with the Authority (including any years with the State of New York or Albany County preceding becoming an Authority employee provided they have at least five years equivalent service with the Authority). Part-Time Salary Employees shall be given pro rata credit for each part-time year (or portion of a year) of service with the Authority. Employees must, at time of separation of service, be eligible and collect retirement benefits through the New York State and Local Retirement System or be eligible to receive benefits under the Voluntary Deferred Contribution Plan (VDC Plan). This requirement shall not apply to those employees with twenty-five years of combined Authority, State of New York and Albany County service, of which at least fifteen (15) for employees hired on or after July 1, 2016, or at least ten (10) years for employees hired prior to July 1, 2016, are with the Authority and the employee must be at least 55 years of age.

(b) The employee was eligible to participate in the health insurance benefits program during each year of his or her years of qualifying Authority service; and

(c) The employee is age fifty-five (55) or older.

(2) **Contribution Requirements.** Any Employee who meets all the eligibility criteria indicated above must contribute toward his or her retiree continuation coverage at a percentage rate commensurate to that required when he or she was an active employee. Upon retirement, any unused sick leave credits may be applied to insurance premiums during retirement, as similarly administered by the New York State and Local Retirement System.

(3) For any employee who meets all the eligibility criteria indicated above, the Authority shall continue to provide health insurance coverage to the retired employee until the employee's death. The provision of health insurance to retirees, and their spouses, domestic partner and eligible dependents, is provided as a contractual right in exchange and in consideration of the employee's provision of the requisite years of service.

B. **Important Terms and Conditions.** The following terms and conditions are applicable to all retiring employees.

1. **Employees Participating in Health Insurance Buy-Out.** The health insurance buy-out option may not be continued in retirement. Retirees enrolled in the health insurance buy-out have thirty (30) days from their last day worked in which to re-enter the Authority health insurance program and qualify for retiree health insurance benefits. After thirty (30) days from the last day worked, benefits are considered forfeited.
2. **Dental Insurance.** Dental Insurance is not continued in retirement. A limited period of dental insurance continuation may be available to new retirees through COBRA, however.
3. **Spousal/Domestic Partner/Dependent Coverage.** Spouses, domestic partner and eligible dependents of Authority retirees (employees) remain covered as long as the retiree maintains an active enrollment. At the time of death of a retired or active Authority employee, spouse, domestic partner and dependent coverage may be extended as follows:
 - a. If the Employee dies while on the Authority payroll or in retirement, the enrolled spouse, domestic partner and enrolled dependents will continue to receive health insurance coverage without charge for five semi-monthly payroll periods beyond the payroll period for which the Employees last health insurance deduction was taken at no cost to the spouse, domestic partner or enrolled dependent(s).

- b. The un-remarried enrolled spouse, domestic partner and eligible dependents may be allowed to continue health insurance coverage after the extended benefits period ends, as set forth below. If the un-remarried spouse, domestic partner or eligible dependents are eligible for dependent survivor coverage but choose not to participate or fail to make the required payments, health insurance coverage will end permanently. The un-remarried spouse, domestic partner and eligible dependents may not re-enroll in the health insurance program.
- c. Whether the un-remarried spouse, domestic partner and eligible dependents of an Employee who dies as an active employee, are eligible to continue health insurance coverage after the expiration of the five semi-monthly payroll periods, and what their premium will cost depend on the following circumstances:

If the Employee died as a result of a work-related illness or injury, regardless of the Employee's age at the time of death or length of service, the Authority will pay 100 percent of the cost of health insurance coverage up to the cost of the premium for the unmarried spouse, domestic partner and eligible dependents as long as they remain eligible.

- d. Upon death of a retiree or an active Employee whose death was not the result of a work-related illness or injury, the premium contribution shall be as follows:

If at the time of death the active Employee or retiree who had 15 years of service if hired on or after January 1, 2017 (Authority, State of New York and County, but at least ten years with the Authority), or ten (10) years of service if hired prior to January 1, 2017 (Authority, State of New York and County), and was either retired or was within 10 years or less of the date which they would have been eligible for retirement from the Authority (in the case of current employees), the un-remarried spouse, domestic partner and the eligible dependents will be entitled to continued health insurance but will be required to make the same contribution that the Employee made at the time of death. If at the time of death the Employee was an active employee who had 15 years of service if hired on or after January 1, 2017 (Authority, State of New York and County, but at least ten years with the Authority), or ten (10) years of service if hired prior to July 1, 2016 (Authority, State of New York and County), but was not within 10 years of eligibility for retirement, the un-remarried spouse, domestic partner and eligible dependents would be required to pay 100% of the premium in order to be entitled to continued health insurance through the Authority.

If the un-remarried spouse, domestic partner loses eligibility or dies, your enrolled dependents may continue their coverage under the same terms as set forth above as dependent survivors until they no longer meet the eligibility requirements as dependents. If they no longer meet these requirements, they may enroll through the Consolidated Omnibus Budget Reconciliation Act (COBRA) which is a Federal continuation of coverage law or convert to a direct-pay contract.

Survivors are covered by the same rules as retirees for changing options and may apply unused sick leave credits toward paying the portion of the premium due from the survivors.

If the spouse, domestic partner and eligible dependents are not eligible for survivor health insurance coverage, they may be eligible to continue coverage under COBRA or convert to direct-pay contracts.

The Authority may act to diminish the benefits in this plan but only as applied to Employees hired after the Authority so acts.

1. Medicare Coordination. When a retiree or spouse who is receiving Authority health insurance benefits becomes eligible for Medicare coverage, the retiree must apply for (both parts "A" and "B") of such coverage. Failure to apply for both parts of Medicare may result in forfeiture of Authority retiree health insurance continuation privileges. The Department of Human Resources may require documentation substantiating a retiree's enrollment in Medicare.
2. Open Enrollment. Like active employees, retirees may elect to change their health insurance option during the designated "open enrollment period." Retirees interested in changing their selected health insurance option should contact the Benefits Unit of the Division of Personnel Services during the month of October to request any required change forms. Changes will be effective on January 1 of the next year.
3. Annual Revision of Rates. Retirees who are required to pay premium contributions should expect annual adjustments in the dollar amounts of their contributions. Generally, new premium rates are effective for each carrier on January 1.
4. Notification of Change of Address. It is very important that retirees regularly update their addresses with both their insurance carrier and the Benefits Unit of the Division of Personnel Services. Failure to keep one's address up to date may lead to the inadvertent cancellation of coverage. Periodically, important mailings concerning health insurance benefits are distributed to Authority retirees.

Adopted: 12/7/09

Amended: 2/1/10

Updated July 12, 2021

Amended: 12/12/16 Approved by unanimous vote of the ACAA Board.

Notification of Change of Address: It is very important that retirees regularly update their addresses with both their insurance carrier and the Authority Benefits Coordinator. Failure to keep one's address up to date may lead to the inadvertent cancellation of coverage. Periodically, important mailings concerning health insurance benefits are distributed to Authority retirees.

(Per Section 2795 of Enabling Legislation and Section 74 Public Officers Law)

1. DEFINITION

As used in this Code of Ethics the term "Authority employee" shall mean any member, officer or employee of the Authority.

2. RULES WITH RESPECT TO CONFLICTS OF INTEREST

No Authority employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his or her duties in the public interest.

3. STANDARDS

- a. No Authority employee should accept employment or engage in any business or professional activity which will impair his or her independence of judgment in the exercise of his or her official duties.
- b. No Authority employee should accept employment or engage in any business or professional activity which will require the employee to disclose confidential information which he or she has gained by reason of his or her official position or authority.
- c. No Authority employee should disclose confidential information acquired by the employee in the course of his or her official duties nor use such information to further his or her personal interests.
- d. No Authority employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or resources of the state for private business or other compensated nongovernmental purposes.

- e. No Authority employee should engage in any transaction as representative or agent of the Authority with any business entity in which he or she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his or her official duties.
- f. An Authority employee should not, by his or her conduct, give reasonable basis for the impression that any person can improperly influence such employee or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by the kinship, rank, position or influence of any party or person.
- g. An Authority employee should abstain from making personal investments in enterprises which he or she has reason to believe may be directly involved in decisions to be made by the employee or which will otherwise create substantial conflict between his or her duty in the public interest and his or her private interest.
- h. An Authority employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he or she is likely to be engaged in acts that are in violation of his or her trust.
- i. No Authority employee employed on a full-time basis nor any firm or association of which the employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such employee, should sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the Authority in which such employee serves or is employed.
- j. If any Authority employee shall have a financial interest, direct or indirect, having a value of ten thousand dollars or more in any activity which is subject to the jurisdiction of a regulatory agency, he or she should file with the Secretary of State a written statement that he or she has such a financial interest in such activity which statement shall be open to public inspection.

4. VIOLATIONS

In addition to any penalty contained in any other provision of law any such Authority employee who shall knowingly and intentionally violate any of the provisions of this Code of Ethics may be fined, suspended or removed from office or employment.

APPENDIX B

STANDARD OF CONDUCT

The Authority has adopted this Standard of Conduct for all personnel in the course of their conduct. Compliance with these Standards should help ensure proper conduct when the interest of the individual may conflict with those of the Authority. These Standards apply to Authority members and employees who are expected to apply the spirit, as well as the words, of its dictates.

Integrity is one of the Authority's most cherished values. This means the Authority is uncompromisingly committed to conducting its affairs with employees, airlines, vendors, and other business associates in the most honest, fair and straight forward manner. This is good ethics, and it is also good government.

The following standards should not be considered all-inclusive. They do summarize the key situations which appear to be a source of conflict problems in many governmental entities.

I. TO ALWAYS BEHAVE IN AN HONEST, MORAL AND ETHICAL WAY

1. Dishonesty will not be tolerated.
2. Discrimination on the basis of age, gender, marital status, race, creed, religion, color, national origin, citizenship, disability, or sexual orientation not directly related to job performance is prohibited.
3. Physical, emotional, or sexual harassment, abuse or intimidation will not be tolerated.
4. Sexual harassment is strictly prohibited. The Equal Employment Opportunity Commission defines sexual harassment as: unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct is used as a basis for employment decisions, or when such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating intimidating, hostile or offensive work environment. Employees are cautioned that remarks that they may view as humorous may, in fact, be perceived as offensive or intimidating to the recipient. Authority employees should avoid making any comments of a sexual nature to or about another employee.

5. The use or distribution of illegal drugs and other illegal substances on Authority property is prohibited.
6. The use of alcohol on Authority property is prohibited except at special Authority sponsored events approved by the Authority or the Chief Executive Officer or during non-working hours at designated vendors authorized to serve alcoholic beverages in the Airport.

II. TO PROTECT AGAINST THE THEFT, LOSS, OR MISUSE OF THE ASSETS OF THE AUTHORITY AND OF THE ASSETS OF OTHERS ENTRUSTED TO US, AND TO KEEP IN CONFIDENCE ALL NONPUBLIC INFORMATION WHICH SHALL BE IN OUR POSSESSION.

1. Handling of Authority Assets: Each employee is personally responsible and accountable for the proper handling of Authority assets entrusted to him or her and for the proper use for Authority benefit of property over which he or she has control.
2. Communications with The Media: Communications on behalf of the Authority with the media must be made only by specifically designated representatives of the Authority. Unless expressly authorized to make such communications, an employee who receives an inquiry relating to the Authority from the media should refer it to the Chief Executive Officer.
3. No Disclosure of Nonpublic Information: If an individual is aware of any material information relating to the Authority that has not been made available to the public, he or she must not disclose such information to any other person without prior authorization from the Authority. Some (not all) of the information may relate to contract negotiations, pending litigation developments, pre-bid solicitations, significant financing developments, or personnel changes.
4. Safeguarding Confidential Information: Care should be taken to safeguard the confidentiality of Authority internal information. Sensitive documents should not be left on desk or in plain view, and visitors should not be left unattended in offices or areas containing internal documents or confidential information. All information stored in the computer system, as data files or word processing documents, is to be treated as confidential information of a proprietary nature of the Authority. Only information printed out as a word processing document for purposes of public correspondence may be considered nonproprietary or non-confidential. All request for such files or documents from the media or the public should be referred to the Authority's Freedom Of Information Officer.
5. Confidentiality of Employee Information: Information concerning employees' salaries and benefits, employee credit information, the names and addresses of employees and the

employment and medical history of employees is considered confidential information and must not be revealed to anyone, including other employees of the Authority, except by the Personnel Office as required by law. In addition, no employment recommendations or references may be given or denied except by the Personnel Office.

6. **Departure from The Authority:** If an employee leaves the Authority for any reason, he or she may not disclose in any way, directly or indirectly, confidential information about the Authority. In addition, all files, records, documents, information, data and similar items relating to the business of the Authority (whether originals or copies, whether containing confidential information or not, and whether prepared by the employee or others) shall remain the exclusive property of the Authority and shall not be removed from the Authority's premises upon departure from the Authority.
7. **Use of Authority Supplies:** Authority assets are to be used only for conducting Authority business or for purposes authorized by management. Employees may not take Authority supplies for personal use.

III. TO ENSURE FAIR AND RELIABLE REPORTING OF FINANCIAL INFORMATION.

1. **Knowingly making any false, misleading or artificial entry in the books and records of the Authority or in the issuance of internal and external reports of the Authority is prohibited.**

IV. TO REFRAIN FROM ANY ACTIVITY THAT MIGHT INVOLVE A CONFLICT OF INTEREST, OR APPEARANCE THEREOF, INCLUDING GIVING OR ACCEPTING ANYTHING THAT COULD REASONABLY BE SEEN AS INTENDED TO IMPROPERLY INFLUENCE THE RECIPIENT.

1. **Acceptance of Personal Benefits:** There are those who may attempt to influence Authority members or employees to do things for them by providing some personal benefit. It is inappropriate for an individual to seek or accept, directly or indirectly, for his or her personal use or benefit, from any enterprise or individual doing or seeking to do business with the Authority, any of the following:
 - * Cash payments of any kind.
 - * Loans of money, except contractual loans from banks or other financial institutions in the normal course of business.
 - * Gifts or loans of goods or services.
 - * From time to time, around the holidays or other similar occasion, a vendor or other party with a relationship with the Authority will give or attempt to give cookies, food,

candy or other like items for such holiday or occasion, to Authority staff or individuals. In no case shall Authority employees encourage such giving. In the event cookies, food, candy or other like items are delivered to the Authority staff or an employee, the staff member or employee shall inform the CEO. The CEO may return such item, give such item to charity or put the item out for general holiday consumption for staff and the public.

2. **Providing of Personal Benefits:** It is inappropriate for any individual to offer or provide, directly or indirectly, for personal use or benefit, to any party with whom the Authority is doing or seeking to do business, or who may be in a position to influence the business or financial interest of the Authority, any of the items specified in the preceding paragraph, or anything else of value in a manner that can reasonably be construed as improper.
3. **Business Entertaining:** Business entertaining - particularly involving recreational activities - requires good judgment. It is common practice for present or prospective clients, vendors and others with whom the Authority does business to offer to pay for meals, shows, athletic contest, golf outings, etc. This is particularly true as personal relationships are developed. Such activities are not strictly prohibited but are limited to group occasions where the Authority is invited to participate with others in a publicly announced event or gathering. Participating in such activities can not be accepted in exchange for some commitment to do business, nor should they be taken from the same individual or business on a scale or frequency that goes beyond good taste.
4. **Relationships with Outside Interest:** It is inappropriate for an individual to have any outside interest with any business, vendor, supplier or individual that might in any way influence the way in which the Authority does business or that would constitute a conflict of interest. It is permissible for employees to own securities in publicly traded corporations or municipal entities who are clients, vendors or suppliers, when such an interest is not material in terms of the total outstanding stock or indebtedness of such an entity, or to the individual's net worth.
5. **Secondary Employment:** An employee may not have a second job which interferes with the responsibilities, confidentiality or job performance of the employee's primary job or is in conflict with the Authority's business. Each employee is required to notify the Chief Executive Officer or his/her designee in advance of any other employment to ensure there is no conflict of interest.
6. **Civic Activities:** Authority employees are encouraged to take an active part in the life of the community and to support a variety of organizations. If the activities present a possible time conflict or conflict of interest with the employee's job, the situation should be discussed with the Chief Executive Officer or his/her designee and be resolved on a case-by-case basis.

V. TO REPRESENT THE AUTHORITY IN A MANNER THAT IS LAW ABIDING AND SENSITIVE TO THE NEEDS AND JUSTIFIABLE EXPECTATIONS OF CLIENTS, VENDORS, SUPPLIERS, LENDERS, FELLOW EMPLOYEES, OUR COMMUNITY, STATE AND NATION.

1. There are a large number of laws that govern the Authority's activities. Individuals must not knowingly participate in any plan or arrangement having as its purpose the violation of any applicable local, state, or Federal law. Consistent with all employee rights under the State Civil Service Laws, any employee convicted of a felony, even if unrelated to his or her employment with the Authority, may be subject to disciplinary action, up to and including termination, that reflects the nature and circumstances of the crime.

VI. THE ADMINISTRATION OF THE AUTHORITY'S STANDARD OF CONDUCT POLICIES ASSUMES THE HONESTY OF ALL EMPLOYEES. THE AUTHORITY'S INTENT IS TO PROVIDE INFORMATION AND GUIDELINES THAT WILL BE USEFUL IN ANSWERING QUESTIONS THAT MAY ARISE.

1. Training and Indoctrination: In order to ensure that all employees are always knowledgeable about Authority policies, there will be appropriate periodic training sessions, circulated memos, and updates to the employee manual when warranted. Copies of Authority policies will be made available to all new employees.
2. Compliance Procedures: It is vital that each employee feel personally responsible for adherence to the Standard of Conduct, and be willing to not only personally conform, but to ensure that others do so as well. Therefore, when an individual becomes aware of a possible violation, there is an obligation to deal with the problem in an appropriate way, either by directly confronting the offender, or by reporting it to management. All employees will be asked, from time to time, to sign a statement certifying that they have read and that they understand this Standard of Conduct.
3. Violations of The Standard Of Conduct: Persons who violate the Authority's Standard of Conduct will be subject to appropriate disciplinary and/or legal action, up to and including termination. Those individuals who choose to violate the Standard of Conduct must recognize that they will have to realize the consequence of their behavior.
4. Oversight by the Authority's Personnel Committee: The Authority's Personnel Committee is charged with the responsibility of reviewing management's monitoring of compliance with this Standard of Conduct. Periodic reports will be made by management to the Personnel Committee concerning any situations of non-compliance with this Standard of Conduct and its guidelines, and the disposition of such situations.

Adopted: 11/13/97

POLICY FOR PERFORMANCE EVALUATION

I. Overview

The performance evaluation system provides a means of enhancing employee performance in order to meet the Albany County Airport Authority's organizational goals. The system provides a mutual understanding of performance objectives between the employee and the supervisor. A management tool for assessing performance, the system should also serve as a positive motivator for ACAA employees. This is accomplished by providing employees with candid feedback on their performance strengths and shortcomings.

ACAA's performance evaluation system has three basic purposes:

- Providing employees with honest feedback about their performance once a year;
- Identifying employees' training and development needs, in order to help individuals develop their potential to the fullest extent possible, as well as correcting deficiencies, if any;
- Providing accurate performance information for organizational decision making, both micro-decisions, such as an individual's eligibility for salary increases, and macro decisions, such as long term hiring and development plans.

The Performance Evaluation Cycle

The performance evaluation cycle starts with supervisors and employees meeting to discuss job responsibilities, goals, objectives and priorities. Executives, managers and professional staff performance programs will be oriented toward objectives and goals, support staff performance programs will be oriented toward tasks and standards. These are the factors upon which the employee's performance will be judged.

Throughout the evaluation period, supervisors and employees may meet as indicated to discuss performance and to revise or reaffirm the performance program. Circumstances which may

require a meeting to discuss performance are a change in duties or priorities, a project assignment, outstanding accomplishments or performance deficiencies.

At the end of the evaluation period, the supervisor and employee meet and discuss the employee's performance and the supervisor completes the appraisal.

Evaluation periods are twelve months: November 1 - October 31st with evaluations due the last day of the month following the close of the evaluation period, i.e., November 30th each year.

Important Concepts

Performance Management - For performance evaluation to work, it cannot be viewed as a once-a-year activity or merely a paperwork chore. Instead, it should be treated as an ongoing process, of which appraisal is only one part. Such a process of managing performance involves several steps.

Performance Planning - That is, setting expectations, defining objectives, delineating tasks and time frames for accomplishing them. This is the first step in the cycle, where employees and their supervisors meet to discuss prospective performance requirements for the new evaluation period.

Checking In- Involves identifying performance issues and problems and finding ways to address them throughout the evaluation period. Supervisors help employees develop through ongoing coaching activities.

Performance Appraisal - This is the step most focused on, yet it is really only the final step in what should be an ongoing process. Here, the supervisor formally reviews the employee's performance in light of the objectives stated in the performance program. If the prior steps have been given adequate attention, the actual appraisal will generally go much smoother. As part of the performance appraisal, the supervisor should make a recommendation regarding the employer's eligibility to receive a salary step increase. See following Employee Evaluation form.

Albany County Airport Authority's Performance Evaluation System focuses on communication and employee development. Employees and their supervisors discuss job responsibilities and performance at least once a year.

II. The Evaluation Process

Supervisor-Employee Meeting.

Before the beginning of the evaluation period, the supervisor and employee meet to discuss prospective performance requirements. Employees should be invited to provide written input using a blank performance evaluation form as a worksheet.

Development of Performance Program

The supervisor develops the performance program. ACAA's performance evaluation system is performance based rather than based on knowledge, skills and abilities. Executive, management and professional performance programs are based on objectives and goals. Support staff performance programs are based on tasks and standards. However, consideration may be given also to skills and characteristics that are important to carrying out job responsibilities (examples: organizing work, setting priorities, decision making, creativity, communicating with others, relations with the public, time and attendance).

Supervisor and employee meet and discuss the performance program. This should occur within two weeks of the beginning of the rating period. Both the employee and the supervisor sign the program and each will retain a copy.

Checking-In.

Throughout the evaluation period, the supervisor and employee may meet to discuss performance and to revise or reaffirm the performance program. Circumstances which may require a meeting are a change in duties or priorities, emergence of a training opportunity, assignment of a project, an outstanding accomplishment or performance deficiency. Meetings may be initiated by the supervisor or the employee.

Performance Appraisal.

At the end of the evaluation period, the supervisor meets with the employee, discusses the employee's performance and seeks the employee's ideas and views regarding his or her performance. The supervisor then completes the evaluation form and forwards a copy to his/her supervisor for review and signature. Once the evaluation is approved the supervisor meets with the employee to review it. Both the supervisor and the employee sign the form, both retain a copy and the supervisor forwards a copy to the Chief Executive Officer.

Disagreements.

Should the employee and supervisor be unable to resolve a disagreement regarding any aspect of the performance evaluation process, the matter will be referred to the Chief Executive Officer for resolution.

ACAA Personnel Handbook:

Adopted: 9/19/1994
Amended: 11/13/1997
Amended: 3/4/1998
Amended: 12/7/1998
Amended: 7/11/2005
Amended: 7/10/2006
Amended: 11/5/2007
Amended: 6/8/2009
Amended: 02/01/2010
Amended: 12/6/2010
Amended: 06/06/2011
Amended: 02/04/2013
Amended: 12/12/2016
Amended: 04/22/2019
Amended: 07/12/2021

AGENDA ITEM NO. 4

Salary and Benefits Review

AGENDA ITEM NO. 5

Promotion, Retention, Succession Planning

AGENDA ITEM NO. 6

Budget Process Review for Personnel