

AGREEMENT

BETWEEN

HOUGHTON COUNTY BOARD OF COMMISSIONERS

AND

HOUGHTON COUNTY AIRPORT EMPLOYEES' CHAPTER OF
LOCAL 226, AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME,
AFL-CIO

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TABLE OF CONTENTS

<u>Article</u>		<u>PAG</u>
	Agreement	1
	Purpose and Intent	1
1	Recognition	1
2	Aid to Other Unions	1
3	Union Security (Agency Shop)	1
4	Check Off of Union Dues	2
5	Definition of Employees	2
6	Probationary Employees	3
7	Grievance Procedure	3
8	Special Conferences	4
9	Disciplinary Procedure	4
10	Discharge & Discipline	5
11	Seniority	5
12	Loss of Seniority	5
13	Seniority of Officers	6
14	Sick Leave	6
15	Funeral Leave	7
16	Union Bulletin Boards	8
17	Strikes and Lockouts	8
18	Layoff and Recall	8
19	Vacancies	9
20	Work Week and Day	9
21	Overtime	9
22	Rest Period	10
23	Shift Preference	10
24	Transfer of Employees	10
25	Leave of Absence	10
26	Extended Military Leave	11
27	Non-Discrimination	12
28	Hospitalization Coverage	12
29	Holidays	12
30	Vacations	12
31	Life Insurance	13
32	Wages	13
33	Management Rights	13
34	Termination and Modification	14
35	Successor Clause	14
36	Effective Date	14
	Appendix A. Wage Rates	15
	Appendix B. Tower Climb	15
	Appendix C. Pension	15
	Appendix D. Unemployment Insurance	15
	Appendix E. Clothing Allowance	15
	Appendix F. Physical Examination	15

Appendix G. Tool Replacement	16
Appendix H. Longevity	16
Appendix I. CDL Reimbursement	16
Appendix J. PEOPLE Deduction	16
Appendix K. Schedules	16
Appendix L. Compensatory Time	16
Appendix M. Health and Safety Committee	17

AGREEMENT

This Agreement, entered into on this 1st day of January, 2011 between the Houghton County Board of Commissioners (hereinafter referred to as the "Employer") and the Houghton County Airport Employees' Chapter of Local #226, affiliated with the International Union of the American Federation of State, County, and Municipal employees and Council #25 (hereinafter referred to as the "Union").

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in administering a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. RECOGNITION.

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below and certified by the Michigan Employment Relations Commission.

"All employees of the Houghton County Airport as defined in Appendix A of this Agreement.

ARTICLE 2. AID TO UNIONS.

The Employer will not aid, promote, or finance any labor groups or labor organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3. UNION SECURITY (Agency Shop).

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment, to continue membership in the Union or pay a service fee prescribed annually by Council 25 to the Union not to exceed the dues uniformly charged for membership for the duration of this Agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee prescribed annually by Council 25 not to exceed the dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- (c) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union

prescribed annually by Council 25 not to exceed the dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 4. CHECK OFF OF UNION DUES.

- (a) During the life of this Agreement and to the extent the laws of the State of Michigan permit, and as provided in this Section, the employer will honor voluntary dues or service charge deduction authorizations submitted in writing by an employee to the Employer on a form provided for this purpose by the Union or the Employer. Such deduction will be made as follows, provided it has been submitted thirty (30) calendar days prior to the end of the month.
- (b) The Employer agrees to deduct each month the Union dues levied in accordance with the Constitution and By-Laws of the Union as certified by the Financial Officer of Local #226, or to deduct a service charge equal to such dues.
- (c) Remittance of dues to Financial Officer. Deductions for any calendar months shall be remitted to the designated Financial Officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.
- (d) The Employer shall additionally indicate the amount deducted and notify the Financial Officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said Financial Officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.
- (e) The employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employee. In addition, the Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this section and/or sections, Union Security, or reliance on any list, notice, certification or authorization furnished under this section and/or sections, Union Security.

ARTICLE 5. DEFINITION OF EMPLOYEES.

The term "employee" and "employees" as used in this Agreement, except where the Agreement clearly indicates otherwise, shall mean a regular employee or employees within the bargaining unit.

The term "regular employee" shall mean any employee scheduled to work on a regular basis, except temporary employees as defined below.

A "temporary employee" is defined as an employee hired for the following purpose: (1) a specific project; (2) relieving regular employees who are absent because of illness, leave of absence, or vacation; or (3) augmenting the regular work force on a short-term basis. The Union shall be informed in writing of the intent to hire temporary employees, the reason therefore and the approximate duration of employment. It is further agreed that the employee will not be used to reduce hours or replace or displace regular employees. Said temporary employment shall not exceed six (6) months in duration and may be extended by mutual consent of the Employer and the Union. If later transferred to a regular status, time spent as temporary shall be considered as time served for probationary purposes.

ARTICLE 6. PROBATIONARY EMPLOYEES.

An employee is a probationary employee for his first one hundred fifty (150) work days. Upon completion of the probationary period, the employee shall be credited with one hundred fifty (150) days length of service, and it shall be so entered on the seniority list.

The Union shall represent probationary employees for the purpose of this Agreement, except there shall be no seniority of or among probationary employees, and their retention's as employees shall be strictly with the discretion of the Employer.

ARTICLE 7. GRIEVANCE PROCEDURE.

A grievance under this agreement is a written dispute, claim or complaint arising under the terms of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express terms of this Agreement. The parties, recognizing that an orderly grievance process is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

Time Limitations: The failure of a party to file or appeal a grievance in a timely fashion as provided herein shall be deemed a settlement of the grievance. A party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limits specified in the procedure because of work scheduled, illness, vacation, etc., these limits may be extended by mutual consent in writing.

Steps in Procedure:

Step 1:

The employee, alone or with one (1) Union representative, shall within fifteen (15) working days after he/she knew or should have known of the cause of such grievance, submit the written grievance to the employee's immediate supervisor. The supervisor shall meet with the employee, and/or the Union representative and others mutually deemed necessary. The supervisor shall review the record and further investigate the grievance. The supervisor shall inform the aggrieved employee and the Union representative in writing of his/her decision within five (5) working days after receipt of the grievance.

Step 2:

If the grievance is not settled at the first step, the written grievance shall be submitted to the County Controller. This appeal shall take place within five (5) working days after receipt of the written decision of the supervisor. The County Controller shall then answer the appeal after reviewing the record and investigating the grievance within five (5) working days. The County Controller shall inform the aggrieved employee and the Association representative in writing of his/her decision.

Step 3:

If the grievance is not settled at the second step, the written grievance shall be submitted to the County Board Chairperson. This appeal shall take place within ten (10) working days after receipt of the written decision of the County Controller. The County Board Chairperson shall

then. answer the appeal after reviewing the record and investigating the grievance with the County Board within five (5) working days. The County Board Chairperson shall inform the aggrieved employee and the Union representative in writing of the County Board's decision.

Arbitration:

- A. Time Limit: If a satisfactory settlement is not reached in Step 3, the aggrieved employee and/or the Union must notify the County Board Chairperson in writing within thirty (30) calendar days that they intend to process the grievance to arbitration.
- B. Selection of Arbitrator: Any grievance which cannot be settled through the above procedure may be submitted to arbitration as follows: Either party may request the American Arbitration Association to submit a panel of arbitrators. The party requesting arbitration shall strike the first name and thereafter each shall alternately strike a name from the list until one (1) name remains, who will become the Arbitrator.
- C. The Arbitrator shall limit the decision strictly to the interpretation, application or enforcement of this Agreement and shall be without power and authority to make any decision contrary to, or inconsistent with, or modifying or varying, in any way, the terms of this Agreement.
- D. There shall be no appeal from the Arbitrator's decision if made in accordance with the Arbitrator's jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on the Employer and on the Union.
- E. The grievant, witnesses and the chapter representative shall not lose pay for time off the job while attending the arbitration proceedings. Arbitration, wherever possible, shall be conducted on the location where the grievance originated.

ARTICLE 8. SPECIAL CONFERENCES.

Conferences between the Union and the Employer for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure, may be arranged and held at a mutually convenient place and time. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

ARTICLE 9. DISCIPLINARY PROCEDURE

The Employer shall provide progressive discipline when imposing minor to moderate disciplinary actions in conjunction with the employers established work rules. Disciplinary action may not be imposed upon an employee without just cause.

Progressive in this context shall mean beginning with the least amount of needed corrective action before applying more severe corrective actions.

Nothing in this Article shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances.

Should it be necessary to reprimand any employees, the reprimand shall be given so as not to cause embarrassment to the employee before other employees or the public.

In imposing any discipline, suspension or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than twelve (12) months previously.

ARTICLE 10. DISCHARGE AND SUSPENSION.

The employer agrees, promptly upon discharge or suspension of an employee, to notify in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for discharge or suspension.

The discharged or suspended employee will be able to discuss his discharge or suspension with his/her steward and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

Should the discharged or suspended employee and/or steward consider the discharge or suspension to be improper, it shall be submitted to the third step of the grievance procedure.

ARTICLE 11. SENIORITY.

Seniority as referred to in this Agreement means unit-wide seniority.

An employee's "seniority date" shall mean the date on which an employee last began work as a "regular employee", even though on probationary status.

Seniority will continue to accumulate during:

- (a) Periods of absence authorized by and consistent with this Agreement,
- (b) Periods of absence due to a transfer to a position of the Employer not included within the collective bargaining unit; and
- (c) Periods of absence due to layoffs (voluntary or involuntary).

The Employer shall prepare and maintain a seniority list which shall show the names, seniority dates, and job titles of all bargaining unit employees, including probationary employees even though they do not have seniority. The employer will provide the Local Union Steward two (2) up-to-date copies at least every ninety (90) days and likewise post one (1) copy on the employees' bulletin board.

ARTICLE 12. LOSS OF SENIORITY.

An employee shall lose his seniority and status as an employee if:

- (a) He quits;
- (b) He retires;
- (c) He is discharged, and the discharge is not reversed through the Grievance Procedure;
- (d) He does not indicate a willingness within seven (7) calendar days to return to work from layoff

within ten (10) days after being notified by the Employer;

- (e) He fails to return to work from layoff within ten (10) calendar days after being notified of recall, except when the failure to return is due to circumstances beyond the control of the employee;
- (f) He has been on layoff for a period of time equal to his seniority at the time of his layoff or one (1) year, whichever is greater;
- (g) He is absent from work for five (5) consecutive working days without notifying the Employer, except when the failure to return is due to circumstances beyond the control of the employee; or
- (h) He fails to return from sick leave or a leave of absence within five (5) working days after termination of his leave, except when the failure to return is due to circumstances beyond the control of the employee.

ARTICLE 13. SENIORITY OF OFFICERS.

Notwithstanding their position on the seniority list, the Union Chapter Chairman and Steward shall in the event of a layoff only be continued at all times, provided they can perform any of the work available.

ARTICLE 14. SICK LEAVE.

- (a) Employees shall accumulate and be credited with twelve (12) ten (10) hour work days of sick leave with pay per year. Such sick leave shall accrue to the employee. Maximum accrual is one hundred twenty (120) working days. Employees may use credited sick leave after they have completed their first month of service. Paid employment of not less than five (5) working days (per 40 hours) in a bi-weekly pay period shall count as a whole bi-weekly period in computing sick leave credit A maximum of fifty (50) days of unused sick leave shall be paid to the employee upon retirement and to his/her beneficiary upon death.
- (b) Sick leave shall be available for use by employees for the following purposes:
 - 1. Acute personal illness or incapacity over which the employee has no reasonable control.
 - 2. Absence from work by reason of quarantine by a public health officer because of exposure to a contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 - 3. Medical appointments and dental appointments for extraction, or treatments to the extent of time required to complete such appointments.
 - 4. Absences required by the serious illness or injury of members of the immediate family who, in this instance, shall include the following:

- | | |
|---------------------------|----------------|
| Spouse | Parents-in-law |
| Children | Brothers |
| Parents or Foster Parents | Sisters |
| Other direct dependents | |

5. For funeral leave.
 6. A physician's statement or a sworn affidavit may be required to sustain a claim of absence because of illness
- (c) All employees shall accumulate sick leave from the date they are hired.
 - (d) An employee who suffers injury compensable under the Worker's Compensation Act shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave, pro-rated. If sick leave is exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted.
 - (e) Employees who have exhausted their sick leave credit and are still unable to return to work may, at the employee's request, be paid from any unused vacation credits.
 - (f) Employees who are laid off shall have credited to them any unused sick leave previously earned, effective under the term of this section at the time they are recalled. This provision shall not apply to rehires.
 - (g) Employees who leave to enter the Armed forces of the United States under the provisions of the Selective Services Act, who are members of the Armed Forces during a declared national emergency, shall, upon re-employment by the Board of Commissioners, have credited any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.
 - (h) Employees on leave of absence or layoff shall not accumulate sick leave during such period.
 - (i) Pay for sick leave shall be at the employee's hourly rate at the time sick leave is taken times the number of hours of accrued sick leave used (not to exceed eight hours in a day or forty hours in a week) and shall be paid to the employee on his regular pay day.
 - (j) At the conclusion of an employee's sick leave, the Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine his fitness to return to work.
 - (k) Unused sick leave may not be used in lieu of or to add to vacation or holiday periods, and accrued sick leave is not an obligation of the Employer, except if payment for accrued sick leave is approved in the next labor contract for the Houghton County Courthouse Employees, in which case the same terms shall apply to this Agreement.

ARTICLE 15. FUNERAL LEAVE.

- (a) An employee shall be allowed four (4) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: spouse, child, parent, sibling, significant other, or any individual that the employee is able to claim as a dependant under Internal Revenue Service Code Section 152.
- (b) An employee will be allowed two (2) working days with pay as funeral leave days, not to be deducted from sick leave, for a death in the family other than immediate family. Other than immediate family is to be defined as mother-in-law, father-in-law, brother-in-law, sister-in law, son-in-law, daughter in law, grandparents, aunt, uncle, niece and nephew, or a member of the employee's household.

(c) Permission may be granted to a reasonable number of employees in the unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pall bearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job, subject to appropriate arrangements with their supervisor as to work schedules and are not to exceed four (4) hours.

ARTICLE 16. UNION BULLETIN BOARDS.

The Employer shall provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events
2. Notices of elections
3. Notices of results of elections
4. Notices of meetings

ARTICLE 17. STRIKES AND LOCKOUTS.

Local #226 and Council #25 of the American Federation of State, County and Municipal Employees, their officers, agents, and members agree that for the duration of this Agreement there shall be no strikes, sit-downs, slow-downs, stoppages of work, picketing, or any acts of any similar nature which should interfere with the orderly operation of the airport; that it will not otherwise permit, countenance, or suffer the existence or continuance of any of these acts, and that it will take affirmative action to prevent or stop such acts.

The Employer agrees he will conduct no lockout during the term of this Agreement.

ARTICLE 18. LAYOFF AND RECALL.

(a) When employees are laid off because of lack of work, the following procedure will apply:

Employees with the least seniority shall be removed first, provided that those remaining at work have the ability to do the work which is available, and provided that during such layoff temporary, probationary, and part-time employees in the department shall, be removed prior to any involuntary layoff of regular employees. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The Employer will notify the Union of such layoff on the same date notices are issued to the employees.

(b) When employees are recalled from layoff because of an increase in work, the employees with the greatest seniority shall be recalled in order of seniority, provided they have the ability to do the work which is available. Notice of recall shall be sent to the employee at his last known address by registered or certified mail.

For the purpose of layoff and recall procedure, "ability to do the work" means that the Employer's knowledge and records indicate with reasonable certainty that the employee can competently perform the work in question.

The liability of the Employer for failure to apply correctly the provisions of this section shall commence not earlier than ten (10) days prior to the date of presenting the written grievance alleging such violation in the second step of the grievance procedure.

ARTICLE 19. VACANCIES.

(a) When vacancies occur within the bargaining unit they shall be filled on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the posting in a conspicuous place in the building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His desire to remain on the job;
2. His ability to perform the job.

In the event the senior applicant is denied a vacant or newly created position the reasons for denial should be given in writing to such employee's steward; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

- (b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.
- (c) During the trial period, employees will receive the rate of the job they are performing.
- (d) Employees required to work in a higher classification shall be paid at the rate of the higher classification.

ARTICLE 20. WORK WEEK AND DAY.

The regular work week shall be forty (40) hours.

ARTICLE 21. OVERTIME.

- (a) Overtime Premium.
1. Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employees work week.
 2. For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a designated holiday, a sick day, or a vacation day for which he received pay will be counted as a day worked.
- (b) Pyramiding. Overtime premium shall not be pyramided, compounded, or paid twice for the same time worked.
- (c) Equalization. Overtime hours shall be divided as equally as possible among employees in the same classification. When overtime is required, the person with the least number of overtime hours in that classification will be called first, and so on down the list, in an attempt to equalize the overtime hours. In this connection the Employer need not call in any employee to work

rather than extend the shift of an employee already at work, or in cases of emergency, the Employer may call the most available employee. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of least hours of overtime in their classification, provided they have the ability to do the work.

For the purpose of this clause, time not worked because the employee does not choose to work will be charged against the employee's overtime equalization record, such charge to be three (3) hours or the average number of overtime hours of the employees working during that call out or overtime period.

Excess overtime hours will be carried over each year and are subject to review at the end of each period.

Employees who change classifications will be charged with the highest number of overtime hours that exist in the new classification on the day they are reclassified.

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

If an employee is called in to work, other than to continue his regular shift, he shall be guaranteed a minimum of four (4) hours' pay or actual time worked, whichever is greater, however, if an employee is called in to work for training purposes or meetings in conjunction with their regular shift they shall receive the overtime rate of time and one-half pay for actual time worked.

ARTICLE 22. REST PERIOD

Employees may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by the Employer. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

ARTICLE 23. SHIFT PREFERENCE.

Where time is more than one shift, the shifts shall be on a rotating basis within the same classification as they have been in the past.

ARTICLE 24. TRANSFER OF EMPLOYEES.

If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

ARTICLE 25. LEAVE OF ABSENCE.

- (a) Medical. A non-probationary employee who: One, is unable to work because of personal sickness or injury and; two, has exhausted sick leave payments under Article 13, Sick Leave and vacation payments under Article 30, Vacations, shall be granted a leave of absence without pay upon furnishing evidence of disability satisfactory to the Employer. The leave of absence may be for the period of continuing disability but not to exceed three (3) months, which may be extended (at the discretion of the Employer). In no case, however, shall a leave and extensions exceed one (1) year. The leave of absence may be terminated at any time if the employee fails to receive appropriate medical treatment or furnish satisfactory evidence of

continuing disability.

- (b) Personal: A non-probationary employee may be granted, at the discretion of the Employer, a leave of absence without pay for a period not to exceed six (6) months. The leave may be extended for additional periods, but in no case shall a leave and extensions exceed one (1) year.
- (c) Educational Leave for Veterans. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence without pay for a period equal to their seniority, but not to exceed two (2) years, in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
- (d) Military Training Leave. Regular full time employees who belong to the National Guard, Officer Reserve Corps, or a similar military organization will be allowed up to fifteen (15) days leave of absence when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and regular pay, if his military pay is less. If the employee takes military leave during his vacation, he will receive full pay.
- (e) Maternity Leave. A woman employee with at least two (2) years seniority who becomes pregnant shall, upon request, be allowed a leave of absence not to exceed a period of seven (7) months. The Employer may require a physician's statement concerning the expected date of delivery and whether it would be injurious to the woman's health to work. Providing that in the judgment of a physician designated by the Employer she can safely and adequately perform her work during pregnancy, she may remain at work.
- (f) Application for Leave of Absence. Applications for leaves of absence must be approved by the Airport Manager.
- (g) Return from a Leave of Absence. Applications for reinstatement from a leave of absence must be made to the Airport Manager before the leave expires. The Employer, as its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine his fitness to return to work. An employee who has requested and received an approved leave of absence of thirty (30) calendar days or less shall, upon return from such leave, be given his former job or a job of like status and pay. An employee returning to work from an approved leave of absence of more than thirty (30) calendar days shall be given his former job or a job of like status and pay, unless the employer's circumstances have so changed so as to make it unreasonable to do so. In which event, he shall be granted a job to which his seniority entitles him.
- (h) General Conditions. During a leave of absence, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence and extension, except that seniority shall accumulate only for the first sixty (60) days of a personal leave of absence and shall be retained thereafter. Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

ARTICLE 26. EXTENDED MILITARY LEAVE.

Upon application to the Airport Manager, a military leave of absence (without pay) for a normal tour of duty will be granted to employees who have acquired seniority. This applies to employees who are

inducted through Selective Service, voluntarily enlist, or are called through membership in the National Guard or a reserve component into the Armed Forces of the United States.

An employee returning to work from an extended military leave of absence shall be given his former job or a job of like status or pay, unless the Employer's circumstances have changes as to make it unreasonable to do so. Application for reinstatement from extended military leave must be made within one hundred twenty (120) calendar days after his release; as otherwise he shall not be eligible to return to work. Except as otherwise herein provided, the re-employment rights of such employees returning from extended military leave shall be limited by applicable laws and regulations.

ARTICLE 27. NON-DISCRIMINATION.

The Employer and the Union agree that there will be no discrimination in the application of this agreement because of race, creed, color, national origin, age, or sex.

Nothing in this section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights, which may be available.

ARTICLE 28. HOSPITALIZATION COVERAGE.

The employer agrees to pay the full premium for the Core Plan hospitalization medical coverage for the employee and their dependants. The Core Plan and Buy-Up options for the period 1/1/11-2/28/11 and beginning 3/1/11 are made part of this Agreement.

Effective January 1 of each subsequent year of this contract, the revised Health Insurance Options page will be attached to this Agreement to reflect any increases or decreases in plan rates.

Coverage shall be applied to all seniority employees. If any other employee group employed by the county receives an improvement in medical insurance coverage provided by the employer, the same improved coverage shall be provided to the AFSCME County Airport employees on the same terms.

The Union further agrees that the employer may change the insurance provider, with the unions consent, providing that said coverage is equal to or better than the coverage now provided its employees.

The cash-in-lieu payment will be equal to 40% of the premium in effect during 2010 for Plan 1 (Core Plan). Employees qualified to enroll in the plan as a single member, two-person or family will receive 40% of the 2010 rate for Plan 1.

ARTICLE 29. HOLIDAYS.

The paid holidays are designated as:

Day before New Year's Day
New Years Day
Presidents Day
Day after Thanksgiving
Day before Christmas

Labor Day
Veterans' Day
Independence Day
Thanksgiving Day
Memorial Day

Christmas Day
Employees' Birthday
3 Personal Leave Days with Pay

ARTICLE 30. VACATIONS.

- After the completion of one (1) full year of employment, one (1) work week;
- After completion of two (2) years of continuous employment, two (2) work weeks;
- After the completion of five (5) years of continuous employment, three (3) work weeks;
- After completion of ten (10) years of continuous employment, four (4) work weeks.
- Beginning January 1, 2009 and after the completion of twenty (20) years of continuous employment one (1) additional day per year thereafter to a maximum of five (5) work weeks. Such additional days shall only be utilized when overtime would not occur due to such time off.

Preference of vacation shall be granted on the basis of seniority. Unused vacation time will not be paid for by the Employer.

ARTICLE 31. LIFE INSURANCE.

The Employer will provide life insurance in the amount of 1 x base yearly salary not to exceed \$50,000.00 for all employees covered by this agreement.

ARTICLE 32. WAGES.

The schedule of wage rates that will prevail beginning January 1, 2011, is given as appendix A, which appendix is incorporated and made a part of this Agreement.

ARTICLE 33. MANAGEMENT RIGHTS.

All management rights and functions, except those which are clearly and expressly abridged by this Agreement and are set forth as negotiable in Public Acts 379 shall remain vested exclusively in the Employer. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the employer, shall continue to vest exclusively in and be exercised exclusively by the Employer. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- (a) Manage and control its equipment and operations and to direct its working forces.
- (b) Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
- (c) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for cause, determine the size of the work force and lay off employees.
- (d) Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing and/or disseminating its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation therein and the institution of new and/or improved methods or changes therein.
- (e) Determine the qualifications of employees.
- (f) Determine the production, service, maintenance or distribution of work and the source of materials and supplies.
- (g) Determine the policy affecting the selection, testing or training of employees.

The above are not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

ARTICLE 34. TERMINATION AND MODIFICATION.

This Agreement shall continue in force and effect until 11:59 p.m., December 31, 2013.

- (a) If either party desires to terminate this Agreement, it shall ninety (90) days prior to the termination date given written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on ninety (90) days written notice prior to the current year's termination date.
- (b) If either party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent termination date give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (c) Notice of Termination of Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to: 710 Chippewa Square, Marquette, Michigan 49855: and if to the Employer, to: The Houghton County Board of Commissioners, Houghton County Courthouse, Houghton, Michigan 49931, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 35. SUCCESSOR CLAUSE.

This Agreement shall be binding upon the Employer's successors, assigns, purchasers, leasers or transferees, whether such succession, assignments or transfer be effected voluntarily or by the operation of law, and in the event of the Employer's merger or consolidation with another employer, this agreement shall be binding upon the merged or consolidated employer.

ARTICLE 36. EFFECTIVE DATE.

This Agreement shall become effective January 1, 2011 and shall expire on December 31, 2013. IN

WITNESS WHEREOF, THE PARTIES HAVE HERETO SET THEIR HANDS:

Local 226, Council 25 AFSCME, AFL-CIO:

Houghton County Board of Commissioners:

Employee Chairperson

County Board Chairperson

Member

County Controller

Michigan Council 25 AFSCME

County Clerk

APPENDIX A. EQUIPMENT OPERATOR WAGE RATES

STARTING DATE	RAISE	STARTING RATE	SIX MONTHS	1 ST YEAR RATE	2 ND YEAR RATE	3 RD YEAR RATE
January 1, 2011	3.0%	33,891 16.29	35,513 17.08	37,113 17.84	38,759 18.63	40,288 19.37
January 1, 2012	2.5%	34,738 16.70	36,401 17.51	38,041 18.29	39,728 19.10	41,295 19.85
January 1, 2013	2.0%	35,433 17.03	37,129 17.86	38,802 18.66	40,523 19.48	42,121 20.25

**Shift differential: A \$.50/hour shift differential will be paid for afternoon and weekend shifts, but is not considered as an addition to base rate.

APPENDIX B. TOWER CLIMB

Employees shall be paid a flat rate of \$50.00 for tower climb. This rate shall be in addition to the employee's regular rate.

APPENDIX C. PENSION

- (a) The Employer will provide a Michigan Municipal Employees' Retirement Plan B-4 with a 55/15 Rider. A 5.06% per hour deduction shall be made from each employee as a contribution towards the funding of the B-4 Retirement Plan with a 55/15 rider. The 5.06% will be considered as deferred compensation
- (b) A quarterly review of each employee's MERS Pension contribution will be made available to each employee and the bargaining unit upon receipt of each employee's consent to such disclosure.

APPENDIX D. UNEMPLOYMENT INSURANCE

The employer agrees to provide unemployment insurance through the Michigan Employment Security Commission.

APPENDIX E. CLOTHING ALLOWANCE

An allowance of \$400.00 per year will be made for clothing maintenance. This will be paid in The amount of \$200.00 on June 15 and \$200.00 on December 15.

APPENDIX F. PHYSICAL EXAMINATIONS

The Employer may require a physical examination of an employee to determine whether an employee's health may be suitable for employment when an employee has been absent without seeking medical consultation for an extended period of time. The Employer reserves the right to select the physician and will bear the full cost thereof. An employee who prefers to see a physician of his choice will be responsible for payment of services.

APPENDIX G. TOOL REPLACEMENT

The Employer shall replace, at Employer expense, all broken tools.

APPENDIX H. LONGEVITY

Longevity shall be paid on the employee's anniversary date and shall be paid as follows:

1. The sum of \$100 after 6 years of service
2. The sum of \$200 after 7 years of service
3. The sum of \$300 after 8 years of service
4. The sum of \$400 after 9 years of service
5. The sum of \$500 after 10 years of service
6. The sum of \$600 after 11 years of service
7. The sum of \$750 after 20 or more years of service

APPENDIX I. C.D.L. REIMBURSEMENT

Employees required to obtain and maintain a C.D.L. license shall be reimbursed by the Employer.

APPENDIX J. PEOPLE DEDUCTION

The County agrees to deduct from the wages of any employee who is a member of the Union a people deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

APPENDIX K. SCHEDULES

A scheduled shift may be altered or eliminated by mutual agreement of the employer and the employee. The employer without mutual consent may alter a Part Time employee's schedule. A Part Time employee is defined as referenced in the parties' Letter of Agreement dated August 4, 2010, "Part-Time Airport Equipment Operator/Fill- In Courthouse Custodian" and the parties' Letter of Agreement dated November 13, 2007, "Combined Courthouse Maintenance/Airport Equipment Operator."

APPENDIX L COMPENSATORY TIME

Employees shall be granted either compensatory time at time and one half, or overtime pay as agreed upon by the Department Head and the Employee.

Employees may accrue compensatory time to a maximum of (eighty) 80 hours. Each employee shall be responsible for maintaining a schedule of their compensatory time earned and used and the balance remaining. Employees must submit the schedule to their department head at the end of any pay-period in which compensatory time is earned or used. Upon termination of employment the employee shall be paid the accrued compensatory time at the employee's current hourly rate to a maximum of eighty (80) hours.

Use of compensatory time by employees must be approved by their Department Head. The Department Head shall endeavor to grant an employee the use of his/her accrued compensatory time when requested by the employee. The Department Head shall be entitled to compel the employee to use accrued compensatory time as long as it remains lawful to do so.

APPENDIX M. HEALTH AND SAFETY COMMITTEE

A Safety Committee of employees and Employer representatives not to exceed two representatives from the Union and two representatives from the Employer and the Department Head is hereby established.

Any issues that an employee may have regarding health or safety in the workplace shall first be discussed with his Department Head. In the event that the employee does not obtain the relief requested from his Department Head, the issue may, at the request of either party, be submitted to the Health and Safety Committee, which shall make a recommendation to the County Board.

Any issues not resolved through the safety committee may be submitted directly to the third step of the grievance procedure.