

AGREEMENT

Between

SAWYER INTERNATIONAL AIRPORT

And

TEAMSTERS LOCAL #214

Effective April 1, 2011

Through

December 31, 2011

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AGREEMENT

THIS AGREEMENT, between the County of Marquette (hereinafter referred to as the "County", the "Airport" or the "Employer"), and Teamsters Local 214 (hereinafter referred to as the "Union"), is entered into as of April 1, 2011.

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer, the employees and the Union, and the establishment of rates of pay, hours of work and other specified conditions of employment.

The parties ascribe to the principle of equal opportunity and share equally the responsibility for applying the provisions of this Agreement without unlawful discrimination.

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 I: RECOGNITION

Section 1. (a) The Employer recognizes the Union as the exclusive bargaining agent for the Bargaining Unit defined in paragraph (b) below, in accordance with the Public Employment Relations Act of the State of Michigan (MCLA 423.201 et seq.), with respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) The Bargaining Unit includes the positions of regular full-time maintenance employees, custodial employees, and airport technicians, excluding the Airport Manager, supervisors, foreman, office employees and all others.

Section 2. A "full-time employee" is one who is regularly scheduled to perform bargaining unit work at least forty (40) hours per week, on an annual basis, who has completed the probationary period. Regular full-time employees are entitled to all benefits of this Agreement for which they are otherwise eligible.

Section 3. A "part-time employee" is one who would otherwise qualify as a full-time employee but is regularly scheduled to work less than forty (40) hours per week (but more than nineteen (19) hours per week) on an annual basis; the schedule established may be for part of the normal daily work hours or for part of the normal work days per week. Regular part-time employees are entitled to the non-economic benefits of this Agreement applicable to them, and in addition are entitled to wages, overtime and prorated benefits to the extent specifically authorized by this Agreement.

Section 4. A "temporary employee" is one who would otherwise qualify as a regular full-time or regular part-time employee but is hired for a limited period (not to exceed five (5) consecutive calendar months: unless filling a vacancy caused by absence of a regular employee). A temporary employee will not be used when a regular full-time or regular part-time employee is on layoff so long as the laid off employee is fully qualified and willing to perform the work and hours available.

Section 5. Employees regularly scheduled nineteen (19) hours week or less and temporary employees, who are excluded from the Bargaining Unit, may be employed and compensated as determined by the Employer, and may be discharged or laid off by the Employer at any time, with or without cause.

ARTICLE II: UNION SECURITY

Section 1. The Employer, the Union and its members agree they will not interfere with or discriminate in any way against any employee in the Bargaining Unit by reason of membership or non-membership in the Union, or by reason of activity permitted or required by this Agreement, nor will they exert any pressure upon any employee with regard to membership in the Union. There shall be no solicitation of employees for Union membership or dues on the Employer's time nor will the Union, or its members, conduct activities (except as specifically permitted by this Agreement) during working hours of employees, on the premises of the Employer, or in any manner which may interfere with employees engaged in work. Without limitation upon other legal rights it may have, the Employer may take disciplinary action for any violation of this Section.

Section 2. During the term of this Agreement the Employer will deduct monthly from the pay of each employee who is a member of the Union all periodic union dues and the initiation fees uniformly required as a condition of acquiring or retaining Union membership; provided, however, that the Union shall first present to the Employer a written authorization properly executed by each employee allowing such deductions and payment to the Union.

Section 3. Regular full-time and regular part-time employees who are not members of the Union shall, commencing after 30 days continuous employment, and as a condition of continued employment, pay to the Union (the employee's exclusive collective bargaining representative) a service fee equivalent to the amount of dues uniformly required of members of the Union. Such amount shall be limited to the Union's regular and usual dues excluding the initiation fee, and shall be deducted from the employee's pay upon proper authorization, as provided in Section 2 (a) above.

Section 4. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Union, and applicable law. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates by the Secretary Treasurer of the Local Union regarding the amounts to be deducted. The Union shall advise the Airport in writing of the amount of dues to be deducted and shall give the Airport thirty (30) days' written notice in advance of any change in the amount of dues which are to be deducted. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union. In the event it is subsequently determined that the Union dues, fees or assessments have been improperly deducted and remitted to the Union, the Union shall immediately return such amounts to the affected employees.

Section 5. The Union shall indemnify and save the Employer harmless from and against any and all claims, demands, suits, judgments, costs, expenses (including reasonable attorneys fees) or other forms of loss or liability that may arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with, this Article, or in reliance on any assignment, authorization, or certification furnished to the Employer pursuant thereto.

In consideration of this Agreement to save the Employer harmless, the Employer agrees that the Union may defend, settle, mitigate damages, litigate and or take whatever other action may be reasonably necessary or proper with respect to any action brought pursuant thereto the terms of this Article, through attorneys of its own choosing. The Employer shall promptly notify the Union of any such action when filed and the Union shall defend and/or settle such action in accordance with this Section. If the Employer unilaterally determines it desires that attorneys of its own choice (rather than attorneys provided by the Union) represent it in defense of such action, it shall do so at its own cost of the Union.

ARTICLE III: UNION STEWARDS; BUSINESS AGENT

Section 1. Employer agrees to recognize one Union steward, elected or appointed by the Union, from among regular full-time employees with one or more years of seniority. The steward shall be responsible for processing grievances as herein provided. The Union employees may likewise be represented by an alternate steward, who must also be a regular full-time employee having one or more years of seniority, who shall serve in the absence of the steward.

Section 2. The steward (or the alternate in the steward's absence) may, without loss of time or pay, present grievances to the Employer, at reasonable times, in accordance with the Grievance Procedure. The privilege of the steward leaving work during working hours is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Any employee abusing such time may be subject to disciplinary action. Stewards will perform their regular assigned work at all times (except when necessary to leave their work to process grievances as provided herein), and will not cease performance of their regular assigned work at a time, or in a manner, that will interfere with normal airport operations.

Section 3. The Business Agent may visit the Airport, at reasonable times and for reasonable periods, to talk with stewards and/or Employer representatives concerning matters covered by this Agreement. The parties will discuss the time and place for such meetings to assure they will not interfere with operations or the employees' work responsibilities. Subject to availability of appropriate space, and permission by the Employer, the Union may conduct meeting on the Employer's premises.

Section 4. The Union will furnish the Employer, in writing, with the names of its steward, alternate steward and Business Agent, and of such changes as may occur from time to time in such personnel, so that Employer may at all times be advised as to the authority of the individual representative of the union with which it may be dealing.

ARTICLE IV: MANAGEMENT RIGHTS

Section 1. Except as otherwise expressly provided by this Agreement, the Employer shall have the exclusive right to exercise all of the regular, inherent and customary functions of management including but not by way of limitation, the following determinations:

(a) The methods, processes and means of executing job duties, the materials, machinery and equipment used, and the duties required in the performance of any given job; (b) the direction of the work force, including the right to hire, recall, schedule, assign, demote,

discipline, suspend, discharge (except as herein otherwise provided), promote, transfer or lay off employees, or to reduce or increase the size of the work force; (c) the use, control, protection and maintenance of Airport property; (d) the rules and procedures for safety, health, property protection and work in general; (e) the allocation and assignment of work to employees (including temporary assignment of work normally performed by the bargaining unit to foreman or other supervisory or managerial employees), the standards to judge the quality of work being performed, and the scheduling of operations and shifts; (f) the placement of work with outside contractors, suppliers or other assistance (including, but not limited to, the right to subcontract work normally performed by the bargaining unit when, in the Employer's judgment, it is lacking adequate personnel, equipment or materials to adequately perform the work within the desired time frame, or when the work cannot be efficiently and economically performed by bargaining unit members while maintaining high quality services at the Airport); and (g) the study and use of alternate methods, equipment and personnel for the performance of any given job.

Section 2. Each employee shall be physically and mentally able to perform all classification job duties. In order to assure that job applicants and employees are medically capable of performing all required job duties, the Employer may require job applicants and employees to submit to physical examinations and testing, including, but not limited to, testing for use of non prescribed drugs or other chemicals, and for alcohol or drug abuse. The Employer reserves the right to select the examining physicians and/or laboratories, and shall be responsible for the costs of such examinations and testing. The Employer shall not be arbitrary and capricious when requiring physical examinations or testing. If the Employer's physician concludes that an employee is medically unfit or incapable of performing the job duties, the employee may obtain a second medical opinion from a physician of their choice and at their own expense. If the employee's physician concludes the employee is medically fit and capable of performing all job duties, the Employer's physician and the employee's physician shall select a third impartial physician to examine such employee. (If the Employer's and employee's physicians are unable, or unwilling, to select an acceptable third physician such selection shall be made by the Employer and the Union). The expense of such third physician shall be shared between the Employer and the employee. So long as the physician has complied with the provisions of this Agreement, such opinion of the third physician shall be final and binding upon the parties. (Nothing herein shall be construed as limiting the Employer's rights under the workers' compensation laws.)

Section 3. Employer will pay the chauffeur's license (including vehicle group designation, vehicle endorsement, or other state or federal license or permit) fees for all employees who require such licenses /permits when operating the Employer's vehicles. To the extent required by the Employer, each employee must maintain a valid Michigan motor vehicle driver's license, chauffeurs license, CDL, vehicle group designation, vehicle endorsement, or other state and/or federal license and/or permit, and must at all times meet and comply with any all standards, regulations and/or license/permit requirements of the state and federal governments, and the Employer's insurance carrier. If any of such license or permits are suspended or revoked by the Michigan Secretary of State, by a court, or otherwise, or if the employee is convicted of violation of any standard or regulation affecting the employee's right or ability to operate vehicles in the course of employment, such employee shall immediately give written notice to the Employer of such suspension, revocation, or other occurrence. The matter shall thereupon be reviewed by the Employer, the employee and the Union and, if mutually acceptable arrangements cannot otherwise be made, the Employer

may take any action it deems appropriate, including suspension (and possible discharge for employees whose license, CDL, group designation, endorsement or other permit is suspended/revoked for more than one (1) year).

ARTICLE V: GRIEVANCE PROCEDURE

Section 1. "Grievance" is defined as any dispute, controversy or difference between the parties involving interpretation or application of the provisions of this Agreement, or otherwise concerning a bargaining unit member's wages, hours and working conditions. This procedure shall be the sole procedure for handling any such grievance.

Section 2. All grievances of bargaining unit members shall be handled in accordance with the following procedure:

(a) Step One: Employees shall first attempt to have the grievance resolved with their immediate supervisor, individually or with assistance by the Union steward. The resolution of a grievance at this step shall not constitute precedent for settlement of any future grievance.

(b) Step Two: If the employee's supervisor does not satisfactorily resolve the matter the grievant may (within seven (7) calendar days of the time the grievant knew or should have known, if they exercised reasonable diligence and attention, of the occurrence or non occurrence of the event upon which the grievance is based, and in any event no more than thirty (30) calendar days from the date of such occurrence or nonoccurrence) reduce the grievance to writing, on forms provided by the Employer, and submit it to their immediate supervisor. The grievance shall be signed by the grievant and the steward. The supervisor, or designee, shall have seven (7) calendar days from receipt thereof to answer the grievance.

(c) Step Three: If the grievance is not settled in Step Two, the grievant (with assistance by the Union) may, within seven (7) calendar days after answer at Step Two, request, in writing, a meeting between the employee, the Union steward, the Business Agent and the Airport Manager (and/or designee) to review the matter. Such meeting will normally be held within fourteen (14) calendar days after the Airport Manager's receipt of such request. Within fourteen (14) calendar days after such meeting or, if the Airport Manager deems it necessary to discuss the grievance with the County Board of Commissioners, within fourteen (14) calendar days after the first regular County Board of Commissioners meeting following such grievance meeting, the Airport Manager, or designee, will answer the grievance in writing.

(d) Step Four: If the grievance is not settled in Step Three, the Union or the Employer may request arbitration. If the parties are unable to agree upon an arbitrator the grievance may be submitted, within fourteen (14) calendar days after the Airport Manager's or designee's decision at Step 3, to FMCS for appointment of an arbitrator. Unless otherwise mutually agreed, arbitration shall be in accordance with the rules and procedures of the Federal Mediation and Conciliation Service.

(e) The compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union.

(f) The arbitrator shall be limited to the application and interpretation of this Agreement and shall have no power to add to, subtract from, or modify this Agreement in any respect. The arbitrator shall have no authority to consider or adjust any grievance not presented, and appealed, as provided above. In seniority cases the arbitrator shall not adjust grievance retroactively prior to the date the employee notifies their supervisor that they are entitled to the job, or the date of filing the written grievance at Step Two, whichever is earlier. Any back pay award shall be based upon the employee's regular base rate for time lost, offset by such earnings or other amounts from any source as the employee would not otherwise have received during such period, including unemployment compensation, and less any other earnings the employee would have had they accepted work offered them by the Employer during such period. The Employer will permit an employee to continue group insurance coverage (at the employee's own expense) pending the outcome of arbitration, to the extent permitted by the insurance carrier, and if back pay is awarded the Employer will reimburse the employee for such premiums paid to the extent consistent with such back pay award. The arbitrator shall interpret this Agreement in light of all applicable law. Subject to the limitations herein specified the decision of the arbitrator shall be final.

Section 3. Any grievance not appealed within the time limits by the grievant will be deemed settled on the basis of the Employer's last answer; any grievance not answered within the time limits by the Employer will be deemed settled on the basis of the original grievance (or most recent written amendment to such grievance). If appeal or answer is given by mail, rather than in person, it will be deemed given at the mailing and received at the time of receipt. Answer is due within the indicated time period following receipt of the appeal, and is deemed given when mailed. Any time limits may be extended by mutual agreement, in writing.

Section 4. Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, the specific articles and sections of the Agreement claimed to have been violated, and the relief sought. Such statement may be amended no later than the first meeting in Step Three to correct the numbers of the articles and sections of this Agreement under which the grievant believes they are entitled to relief. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this Section may be returned by the Employer to the grievant and/or Union without action, provided a written grievance statement containing more than one grievance, returned by the Employer, may be resubmitted within five (5) calendar days of such return by the Employer and, if timely when originally submitted, shall be deemed timely when so resubmitted.

ARTICLE VI: DISCHARGE AND DISCIPLINE

Section 1. The Employer shall not discharge or suspend for disciplinary reasons any regular full-time or regular part-time employee except for just cause. Just cause may include, but is not limited to, violation of reasonable rules and regulations, failure to obey a supervisor's reasonable orders or instructions, or failure to reasonably perform the duties of the position in a competent and efficient manner. It is mutually agreed that progressive discipline for minor matters should be typically employed to correct minor problems; the employee shall first receive an oral and/or written notice before more severe discipline is issued. It is acknowledged, however, that a warning notice, whether verbal or written, need not be issued first for major rule regulation infractions or for any other major cause. Discharge or

suspension of regular full-time or regular part-time employees must be by written notice to the employee and the Union Business Agent citing specific reasons for such discharge or suspension.

Section 2. Regular employees will be permitted to review their discharge or suspension with their steward. Upon request the Employer, or its designated representative, will discuss the discharge or suspension with such employee and the steward.

Section 3. Such an employee considering the suspension or discharge to be improper may submit a written grievance, in accordance with Grievance Procedure requirements. To be considered timely, however, such grievance must be submitted directly to Step Three (3), rather than Step Two (2), within seven (7) calendar days from the date the employee is notified of such discipline.

Section 4. All appeals from disciplinary action taken by the Employer involving discharge or suspension of an employee shall be processed in accordance with this Article and the grievance procedures of this Agreement.

Section 5. At all stages of the disciplinary procedure an employee against whom charges have been made may be represented by the Union steward, Union representative, and/or attorney.

Section 6. For purposes of this Agreement "discipline" shall not include oral reprimands (whether or not confirmed in writing).

ARTICLE VII: PROBATIONARY EMPLOYEES

Section 1. Newly hired employees who would otherwise qualify as regular full-time or regular part-time employees shall be considered as "probationary" employees for the first ninety (90) calendar days of their employment. Such probationary period may be extended for an additional ninety calendar days at the discretion of the Employer.

Section 2. The employment of any probationary employee may be suspended or terminated by the Employer, with or without cause, without further recourse; provided probationary employees shall not be discharged for engaging in lawful union activities.

Section 3. After an employee's successful completion of the probationary period, as extended, the employee shall be given regular seniority status in the Bargaining Unit and shall thereafter be paid the full rates and benefits provided by this Agreement. To the extent they are otherwise eligible, probationary employees will be entitled to: (a) paid holidays effective upon hire; (b) subject to restrictions in the insurance policy, following successful completion of one full calendar month (15th through or other "month" as used by the insurer) the Employer will pay premiums necessary for hospitalization and medical insurance; (c) wages upon hire will be one (\$1.00) dollar less than the normal classification rate, increasing to fifty (50) cents per hour below the normal classification rate after successful completion of 520 hours actually worked, and increasing to the full classification rate upon satisfactory completion of the first year of employment; (d) paid funeral leave after five hundred twenty (520) hours actually worked; (e) upon successful completion of their probationary period they will be entitled to vacation and sick leave, accrued from their date

of hire (they shall be entitled to no such benefits, however, if they do not successfully complete their probationary period).

Section 4. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other specified conditions of employment as provided by law (except for probationary employees discharged or disciplined for other than Union activity).

ARTICLE VIII: SENIORITY

Section 1. "Seniority" is defined as the length of an employee's continuous service with the Employer (excluding absences of 30 calendar days or more as provided in the Leave of Absence Article), measured from their first full workday following hire or most recent rehire. Upon successful completion of their probationary period employees will be credited with seniority, retroactive to such workday following hire/rehire; there shall be no seniority among probationary employees.

Section 2. The Employer shall post lists of regular full-time and regular part-time employees arranged in order of their seniority. Separate seniority lists will be maintained for regular full-time employees and regular part-time employees, showing their names, job titles, and dates of hire. The lists shall be posted conspicuously at the place of employment. The Employer will provide the Union with current seniority lists annually.

Section 3. Employees shall lose their seniority upon the occurrence of any of the following:

- (a) If they quit or retire;
- (b) If they are discharged (and the discharge is not reversed through the grievance procedure);
- (c) If they are absent for two (2) consecutive working days without notifying the Employer (deemed "voluntary quit"). After such absence the Employer will send written notification by certified mail to the employee at such employee's last known address stating that because of unexcused absence they have voluntarily quit and are no longer in the employ of the Employer;
- (d) If they fail to timely report for work after sick leave, annual vacation leave, suspension, layoff, or any other leave or authorized absence, in which case such failure shall be treated in the same manner as Paragraph (c) above;
- (e) If they are laid off for a period (excluding temporary return) equal to the lesser of twenty-four (24) months or their length of continuous service with the Employer at the time of their layoff;
- (f) If they fail (within 14 calendar days after mailing of written notice by the Employer by certified mail, addressed to the employee's last known address on record with the Employer) to indicate their desire by certified mail to be continued on the records of the Employer as available for immediate recall;

(g) If they are on sick leave (including leave during which workers' wage compensation is payable) for a period equal to the lesser of twenty-four (24) months or their length of continuous service with the Employer at the time of commencement of such leave;

(h) If they make a false statement which is material of their application for employment or leave of absence.

(i) Exceptions to any of the above may be made by the Employer.

ARTICLE IX: LAYOFF AND RECALL

Section 1. Probationary and regular part-time employees shall be laid off before regular full-time employees so long as sufficient qualified employees remain to perform all work required by the Employer. All reductions in the work force (i.e., "layoffs") due to lack of work, lack of funds, or other legitimate reasons shall be by qualification and seniority. Qualifications (including training, experience, skill and ability) being relatively equal, the employee with the least seniority shall be laid off first provided the employees retained are able to fully perform the available work. Employees will be placed in classifications based on the needs of the Employer, but the most senior fully qualified employee will be placed in available openings in the highest classifications: employees will be paid the rate for the classification in which they are actually working. Any employee scheduled to be laid off will normally receive at least seven (7) calendar days advance notice.

Section 2. A laid-off seniority employee, if recalled to a job in the bargaining unit identical or higher in rate of pay to the job from which laid-off (provided said employee has the ability to perform the job) shall be required to take the recall. Failure to take such offered work shall result in immediate discharge (deemed a "voluntary quit") and loss of seniority.

Section 3. The order of recalling laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions as layoff. Notices of recall shall be sent by certified or registered mail, or telegram, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of intent to return to work within three (3) calendar days of receipt of such recall notice (or within fourteen (14) calendar days after mailing of such notice if the address given the employee is incorrect, or if such notice cannot be delivered to the employee at the listed address for any reason during such period), and such employee shall be granted up to five (5) calendar days in which to report to work after giving such notice of intent to return or their employment shall be terminated without recourse to any provisions of this Agreement. Exceptions may be made due to circumstances beyond the control of the employee.

Section 4. In the event a recall is necessary on less than three (3) days notice, the Employer may call upon the laid off employee(s) either personally or by telephone until an employee able to return to work immediately is located. In such case the employee able to return to work immediately will be given a temporary assignment, not to exceed three (3) days (or until the proper employee returns, if longer), and employees passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said three (3) day period (as extended).

Section 5. Employees covered by this Agreement who are transferred or promoted from a classification covered by this Agreement to a position with the Employer which is not included within the scope of this Agreement shall retain their seniority (as of the date of such transfer or promotion for a period of up to one year), but shall not accumulate any additional seniority unless otherwise provided by this Agreement. The Employer reserves the right to determine whether or not such employees will be returned to the Bargaining Unit within such year; upon such return their retained seniority will be reinstated and they will thereafter accumulate seniority in accordance with this Agreement.

ARTICLE X: LEAVES OF ABSENCE

Section 1. Employees shall become eligible for personal leaves of absence without pay after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation leave, require time off from their employment.

Section 2. Any request for leave of absence shall be submitted in advance and in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Any employee misrepresenting the reason for requesting a leave of absence shall be subject to disciplinary action including discharge. Leaves will normally be for a period not to exceed three (3) months but may be extended by the Employer.

Section 3. The Employer, for good cause shown, may grant a request for a leave of absence, in its sole discretion, provided the employee services can be spared. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, in writing.

Section 4. Leaves of absence (or other periods during which the employee is not actually paid by the Employer) of thirty (30) continuous calendar days or more shall be without accumulation of any seniority, vacation, holiday, sick leave, longevity or other benefits.

Section 5. Marquette County is a covered employer under the Family Medical Leave Act and is required to provide eligible employees up to 12 weeks of unpaid leave each year for:

- 1) the birth of a child;
- 2) the placement of an adopted or foster child;
- 3) to care for a child, spouse, or parent with a serious health condition; and
- 4) for the employee's own serious health condition.

The FMLA also requires covered employers to continue health benefits coverage during the leave. After completion of the leave, the employee must be restored to the same or equivalent position.

If the employee qualifies for leave under the Family Medical Leave Act, forms to apply for such leave are available through Human Resources. The failure to apply for such leave does not prohibit the employer from counting an approved medical leave as Family Medical Leave. The employee shall be limited to up to twelve (12) weeks of Family Medical Leave in any rolling twelve-month period measured forward from the date the use of such leave begins. The use of medical leave under this contract shall run concurrently with the use of Family Medical Leave. The employer reserves the right to require the use of available paid time off balances, where

permitted by the FMLA, before the employee goes to an unpaid status. The employee may, at their option, choose to protect up to forty (40) hours of accumulated leave time for use after returning from a FMLA qualifying leave.

ARTICLE XI: JURY DUTY

When a regular full-time or regular part-time (or probationary) employee is summoned for jury duty, including employees subpoenaed as witnesses in court proceedings other than witnesses against the Employer, the Employer will make up the difference between the jury (or witness) pay and the compensation they would normally have received on the day or days they are on jury (or witness) duty in accordance with the following formula: The Employer will pay such employee an amount equal to the number of hours which they would otherwise have been regularly scheduled to work on the day in question multiplied by their regular straight time base rate (excluding shift premiums, overtime, or other such payments, but with the appropriate withholding), less the amount received for jury (or witness) duty (not including any mileage granted by the court) on the day in question; provided, however, that if an employee works all or any part of a day on which they are engaged in jury (or witness) duty, the actual number of hours worked shall be subtracted from the number of hours they would have otherwise been scheduled to work in determining compensation under this provision. To be eligible for such payments an employee must promptly return to work if released by 12:00 noon. The employee must endorse and turn over to the Employer the jury (or witness) duty check and must record the dates and times of such duty on their time cards or other written statement to the Employer. No employee may receive more than a total of thirty (30) days of jury (or witness) duty pay in any one calendar year.

ARTICLE XII: UNION LEAVE

Subject to prior approval of the employer, time off without pay may be granted, without discrimination or loss of seniority rights, to one employee designated by the Union to attend a labor convention, PROVIDED: (a) at least ten (10) calendar days advance written notice must be given to the Employer stating the length of time off desired; (b) the absence will not be detrimental to the efficient operation of the Airport; (c) the Employer does not have to replace the employee in a manner which requires the payment of premium time compensation; and (d) the number of working days missed because of attendance at labor conventions shall not exceed five (5) consecutive days, or a combined total of five (5) days for the bargaining unit per calendar year.

ARTICLE XIII: FUNERAL LEAVE

Section 1. (a) Funeral leave will be granted to any regular full-time, regular part-time or probationary employee in the case of death of a member of the employee's immediate family.

(b) "Immediate family" includes: spouse, parents, step-parents, child, step-child, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren, other relatives who are members of the employee's immediate household.

Section 2. Funeral leave will be granted for up to three (3) workdays which can be used within a reasonable time period following the death. Regular full-time employees (and probationary full-time employees after 520 hours actually worked) will receive funeral leave pay for time lost, based upon their base hourly rate and normal scheduled workday. Regular full-time employees with sufficient accumulated sick leave may have an additional two (2) funeral leave days per year chargeable to their sick leave. Probationary employees (for the first 520 hours actually worked) and part-time employees will be granted such funeral leave without pay. Additional leave may be granted, in the discretion of the Employer, without pay.

ARTICLE XIV: SICK LEAVE

Section 1. Regular full-time employees will earn sick leave with pay at the rate of four (4) hours for every two-week pay period worked (minimum of 80 hours paid, prorated for less than 80 hours paid). Upon a full-time employee's successful completion of their probationary period (of at least ninety (90) calendar days) they will be credited with one hundred four (104) hours of accumulated sick leave. For the number of hours an employee is absent from work because of illness requiring their absence, an equal number of hours shall be deducted from the sick leave accumulation credited to the employee. Sick leave is a privilege to be used in the case of bona fide illness of the employee or their immediate family (as defined in the Funeral Leave Article). Appointments with physicians, oculists, or dentists shall be a proper basis for sick leave if such appointment cannot be scheduled during off-duty time.

Section 2. Regular full-time employees may accumulate unused sick leave. Upon disability separation from service with proper notification (excluding voluntary termination and discharge for cause), retirement after age sixty (60) (or age fifty-five (55) with twenty (20) or more years of service), or death, the employee, or their estate, shall be compensated for up to one thousand two hundred (1,200) hours of unused accumulated sick leave.

Section 3. Employees will normally be required to sign a statement or request for sick leave pay. The Employer may require, in addition to the employee's own statement, a doctor's certificate showing that the time off was necessary due to actual illness or injury. Such a requirement will not normally apply, however, to short sick leave of one or two days, or to employees utilizing no more than one or two days in a month, unless such leaves are habitual in nature or unless the Employer otherwise has reasonable cause to suspect possible sick leave abuse.

Section 4. Employees who find it necessary to be absent from work due to illness shall notify their supervisor as soon as reasonably possible, at least prior to the beginning of their shift, and shall sign a sick leave request form upon return.

Section 5. An employee misrepresenting the reason for requesting sick leave, or otherwise abusing the sick leave provisions of this Agreement, shall be subject to disciplinary action, including discharge.

ARTICLE XV: HOURS OF WORK, WAGES AND PREMIUM PAY

Section 1. (a) This article is for the purpose of defining normal work hours for computing overtime and shall not be construed as a guarantee of hours of work per day or per week. The "Standard Work Day" is defined as the twenty four (24) hour period commencing at 12:01 a.m.; the "Standard Work Week" is defined as the seven (7) day period commencing at 12:01 a.m. Sunday. All hours worked on a shift or contiguous therewith, are deemed worked on the Standard Work Day on which the majority of the normally scheduled hours for such shift fall. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employees regular base rate of pay for all hours actually worked in excess of forty (40) hours in one Standard Work Week or in excess of ten (10) hours in one Standard Work Day (8 hours for employees normally scheduled 8 hours rather than 10 hours per days).

(b) Work in excess of an employee's normal daily schedule, or in excess of forty (40) hours in one Standard Work Week, may be only with the approval of the Employer. The employee may either be paid for such overtime, as provided above, or, upon mutual consent, be given compensatory time off in lieu of such overtime pay, in accordance with applicable law. Employees may have, however, no more than eighty (80) hours (53-1/3 hours of overtime work at the rate of time and one-half) of accumulated compensatory time off at any given time.

(c) Overtime payments shall not be duplicated for the same hours worked under the terms of this Agreement; to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

Section 2. Regular full-time and regular part-time employees shall be compensated according to the scale of base hourly rates in Appendix A attached.

Section 3. Regular full-time employees who have completed at least ten (10) full calendar years continuous service with the Employer shall receive, in addition to their base hourly rate, an annual longevity payment equal to \$150.00 plus \$10.00 for each full calendar year worked continuously beyond ten.

Section 4. Regular full-time employees are entitled to two (2) paid rest periods of fifteen (15) minutes each, to be taken at their work location near the midpoints of the first half and second half of their shift. Regular full-time employees are also entitled to one-half hour paid lunch period, to be taken at their work location at a time that will not interfere with airport operations.

Section 5. (a) Shift Hours:

Day Shift: Includes all shifts regularly scheduled to commence between 3:01 a.m. and 11:01 a.m.

Afternoon Shift: Includes all shifts regularly scheduled to commence between 11:01 a.m. and 7:01 p.m.

Night Shift: Includes all shifts regularly scheduled to commence between 7:01 p.m. and 3:01 a.m.

(b) Employees who work on the afternoon shift receive, in addition to their regular pay for the pay period, thirty cents (30 cents) per hour shift premium for all hours actually worked.

(c) Employees who work on the night shift shall receive, in addition to their regular pay for the pay period, thirty cents (30 cents) per hour shift premium for all hours actually worked.

Section 6. Regular full-time employees who are called back from their homes to work during their normal non-duty time shall be compensated with either a minimum of three (3) hours pay at their base straight time hourly rate or with one and one-half (1-1/2) times their regular rate of pay for each hour actually worked, whichever is greater.

Section 7. An employee must work reasonable amounts of overtime upon request by the Employer, unless they are excused by the Employer for good cause.

Section 8. The Employer will determine when on-call (standby) duty is necessary and publish a seasonal schedule indicating when each employee will be on-call. On-call duty shall be divided as equally as possible between the employees who are qualified. If two workers mutually agree and notify management in writing, standby hours may be traded between the two workers. Regular full-time and regular part-time employees who are on standby status must be immediately available for work and, if called, must promptly report to work, in a competent manner, as required by the Employer.

On-call employees will receive \$25.00 per day additional compensation. Management understands that giving a short notice to those required to be on standby during the week can be a burden; therefore, management will try to give at least 24 hours notice, if additional standby employees are deemed necessary.

Section 9. The Employer will post the employees, monthly work schedule in advance. Modifications to such monthly schedule will not occur unless circumstances arise necessitating modification by the Employer, or unless the Employer and the affected employee both consent to modification.

ARTICLE XVI: VACATIONS

Section 1. Regular full-time employees shall earn annual vacation leave, with pay at their base hourly rate, as follows:

- a. After one year of continuous service: 40 hours;
- b. After two years of continuous service: 80 hours;
- c. After six years of continuous service: 120 hours;
- d. After ten years of continuous service: 120 hours plus 8 additional hours for each year over 10, up to a maximum of 200 hours.

Regular part-time employees will receive a prorated vacation, the hours to which they are entitled being determined by multiplying the actual number of hours worked by them during the prior eligibility year times the number of vacation hours for which a regular full-time employee is eligible and dividing by 2,080 hours.

Section 2. "Service" includes periods during which an employee receives wages. "Continuous service" means service uninterrupted by termination of employment and includes excused time off due to a job related injury (up to the maximum permitted by this Agreement), but otherwise excludes unpaid leaves of absence, layoff or suspension.

Section 3. The vacation pay rate shall be the employee's base hourly rate at the time of their vacation.

Section 4. Up to eighty (80) hours of annual vacation leave may be carried forward into the next year. For this purpose a July 1 to June 30 annual period will be used. Any unused vacation leave (exceeding such carryover) after any such annual period shall be lost. If an employee's previously approved vacation is cancelled by the Employer however, for the Employer's convenience, and if such employee is unable to satisfactorily reschedule the vacation during the year in question such limitation on accumulated vacation leave carryover shall not, during such year, apply (to the extent of the cancelled vacation).

Section 5. If an employee's previously approved vacation is cancelled by the Employer for the Employer's convenience, and if in reliance on such approved vacation the employee has made advance non-refundable deposits for lodging and/or transportation, the Employer shall reimburse the employee for such deposits upon appropriate documentation.

Section 6. Upon separation from service with proper notification, or death, the employee, or their estate, shall be compensated for all unused accumulated vacation leave.

Section 7. The Employer shall have the right to approve requests for vacation leave, taking into consideration seniority and the efficient and effective operation of the Airport. Between January 1st and March 1st of each year employees shall indicate vacation requests on a yearly calendar. Within a reasonable time after March 1st of the applicable year (normally by April 1st) the Employer will notify employees of approval or disapproval of their vacation periods. After March 1st all employees failing to timely submit their vacation request will receive whatever time is left available on a first come, first serve basis. The Employer shall post a list of all scheduled and approved vacations, provided such vacations may be cancelled by the Employer in the event of an emergency requiring the services of the employee.

Section 8. Vacation time cannot normally be taken in less than one day increments, but may be taken in smaller increments if approved by their supervisor.

Section 9. When a holiday observed by the Employer occurs during an employee's scheduled vacation, the holiday will be recognized and the vacation leave may be extended accordingly.

Section 10. Employees shall be permitted to coordinate their vacation in conjunction with their regularly scheduled days off.

ARTICLE XVII: HOLIDAYS

Section 1. Regular full-time, regular part-time and probationary employees shall be entitled to holiday leave, with holiday pay, on the following designated holidays:

- a. New Years Day
- b. Good Friday
- c. Memorial Day
- d. Fourth of July
- e. Friday before Labor Day
- f. Labor Day
- g. Thanksgiving Day
- h. Christmas Day
- i. Employee's Birthday (or another mutually agreeable day)
- j. Christmas Eve

"Holiday pay" shall be based on the employee's base hourly rate and normal scheduled workday; regular part-time and probationary part-time employees shall be entitled to holiday pay only for days on which they would otherwise have been regularly scheduled to work.

Section 2. Regular full-time, regular part-time and probationary employees scheduled to work on a designated holiday shall receive, in addition to any holiday pay for which they might otherwise be eligible, overtime pay at the rate of one and one-half times their regular base rate of pay for all hours actually worked.

Section 3. To be eligible for holiday pay employees must have earnings within the pay period in which the holiday falls and must work their regularly scheduled shifts immediately prior to and following the holiday, unless they have failed to work with the specific consent of the Employer or because of sickness or similar substantiated good cause. If eligible employees are scheduled to work on any holiday, but fail to report and perform their scheduled or assigned work, they become ineligible for pay for the unworked holiday.

ARTICLE XVIII: PERSONAL LEAVE

During any one calendar year, regular full-time employees are entitled to forty hours of personal leave for the conducting of personal business. Such personal leave shall normally be scheduled at least forty-eight (48) hours in advance, and while such personal leave will normally be granted at times desired by the employees, the final right to scheduling of such leave is reserved exclusively to the Employer and shall be subject to the work schedule and personnel requirements. Pay for personal leave hours shall be based on the employee's base

hourly rate and normal scheduled work day not to exceed eight (8) hours per day, or ten (10) hours where appropriate. Personal leave may be taken in increments of one (1) full hour or more.

ARTICLE XIX: INSURANCE

Section 1. Effective April 1, 2011, the Employer agrees to provide hospitalization medical coverage for full-time employees and their family, the package to be the equivalent of Blue Cross/Blue Shield Community Blues Plan 4 with the U.P. Blue rider, \$30 O.V. and Chiropractic co-pays, \$150 Emergency room co-pay, tiered prescription drug rider (\$10.00/\$40.00/\$80.00 RXCM), VSP 24 optical coverage, and dental coverage on a 75/25 co-pay basis on Class I and II benefits, 50/50 co-pay basis on Class III benefits with a maximum benefit of \$1,000 for each member each contract year, 50/50 co-pay basis on Class IV benefits (restricted to nineteen (19) years of age or younger) with a lifetime maximum for each member of \$1,000; or substantially equivalent coverage. Coverage will be provided to regular part-time employees on a pro-rated basis in direct proportion to the employee's regular work schedule, provided the employee agrees to pay their pro-rated share of the premium.

Annually, during the normal enrollment window, the Employer will make available to each employee the option to "buy up", on an individual basis, to a package without the U.P. Blue rider with the employee paying the premium differential through payroll deduction, or "sell down" to a higher deductible (CB14) package with the savings going into an HRA plan for the employee. Employees participating in the HRA plan and who retire directly from the county will continue to have access to their HRA credits.

The Employer reserves the right to select or change the insurance carriers providing the benefits provided in this Article, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of benefits remains substantially the same.

Regularly scheduled part-time employees may also be eligible for hospitalization and medical insurance coverage through the Employer's group plan after one full month (6th through 6th or other "month" as used by the insurer) of employment. Part-time employees electing insurance coverage shall pay for a prorated share of the cost of the premium for hospitalization medical coverage plus applicable riders. The prorated share will be based upon regularly scheduled hours. Monthly insurance premiums are payable in advance. Payment of the employee share is the sole responsibility of the employee; for active employees a bi-weekly payroll deduction will be established.

The Employer will pay the premiums necessary to provide each regular full-time employee (prorated for eligible part-time employees), upon completion of their probationary period, with group life insurance, face value 1 ½ times yearly salary, (reduced at age 70) with the carrier to be named by the Employer; the Employer may elect to self-insure such life insurance coverage.

Section 2. The Employer will continue to pay the premiums necessary for an eligible employee's hospital and medical insurance benefits as follows:

- (a) During paid vacations, holidays and other paid leaves of absence.

(b) During authorized unpaid leaves of absence of less than thirty (30) calendar days. For such leaves which extend for thirty (30) calendar days or more the employees must pay the entire cost of such insurance coverage for both the first thirty (30) days of such leave, and for the duration of such leave, unless the leave qualifies for benefits under the Family Medical Leave Act.

(c) For eligible employees who are off work collecting workers compensation benefits on behalf of the Employer for a period of up to eighteen (18) consecutive calendar months from the date of injury (no more than eighteen (18) months or premium need be paid for any one injury, including recurrences or other incidents relating in any way to any one injury or condition, notwithstanding the employee's temporary return to work).

(d) For eligible employees who are off work on a non-compensable substantiated illness for a period of up to eighteen (18) consecutive calendar months following the last day for which they received paid sick leave (no more than eighteen (18) months of premiums need be paid for any one injury, including recurrences or other incidents relating in any way to any one injury or condition, notwithstanding the employee's temporary return to work). The employee must use accumulated sick leave continuously, and exhaust all such accumulated sick leave, to be eligible for the insurance continuation provided by this subsection.

(e) For employees hired prior to January 1, 2009, the Employer agrees to provide hospitalization medical coverage for the employee and one covered dependent, up to the cost of two (2) party coverage, for all employees who retire directly from the County without deferred status. Members with fifteen (15) or more years of service that are involuntarily laid off will be provided hospitalization medical coverage at the time of drawing retirement from the County. For employees hired on January 1, 2009 or later, the Employer agrees to make hospitalization medical coverage available at the employee's expense, until the employee reaches age 65 or becomes eligible for Medicare.

Section 3. Full-time employees covered by hospitalization medical coverage from another source will be allowed to opt-out of the County plan at any time, provided that documentation of such coverage is submitted to the Human Resources and Risk Manager at least 30 days prior to the 6th of the month in which the opt-out is to be effective. Full-time employees who involuntarily moved to a part-time position after March 1, 2006 will be eligible for the opt-out on a pro-rated basis. An employee who loses their coverage from another source can opt back in upon (1) proof of loss of said coverage and (2) 30 days notice. Otherwise, employees wishing to opt back in to the plan would only be able to do so during a November enrollment window for the following year. Employees exercising the opt-out option will be paid \$3,600.00 per year on a pro-rated per pay period basis while not covered by the County plan. Such payment may be to deferred compensation at the employee's option. Employees covered by County health insurance through another employee will be eligible for the opt-out benefit. The payment in lieu of health insurance will not be considered part of an employee's final average compensation. The County reserves the right to review this program periodically and discontinue it if necessary.

Section 4. No coverage is provided under this Article for any employee beyond the date of termination of employment with the Employer, whether by discharge, resignation, or otherwise. Except as otherwise herein specifically provided, the Employer's obligation

hereunder shall exist with respect to any employee only while they are in the active service of the Employer, only while they continue as a regular full-time or regular part-time employee of the Employer, and only while they continue to have earnings from the Employer for hours actually worked.

Section 5. The Employer, by payment of the premiums for insurance coverage as herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage. If any dispute should arise concerning whether the Employer is obligated to pay premiums for any employee, the employee must arrange for continuance of insurance coverage, if they so desire, through the Employer group policy (if available). The sole obligation of (and sole remedy against) the Employer shall be payment (or reimbursement) of required insurance premiums.

Section 6. Employees, to be eligible for benefits, must make proper application with the Employer, and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier following notification of such change by the Employer, or the employee's eligibility date, if later. Any employee whose benefits have been terminated must make proper application for resumption of benefits, in accordance with insurance policy requirements, before benefits will again be provided.

Section 7. If employees wish to continue during periods when the Employer's obligation does not exist they shall have sole responsibility for making arrangements necessary for continuance of such coverage at their own expense. The Employer will notify insurance carriers of changes requested by employees within a reasonable period following notice to the Employer. It is, however, the employee's obligation to assure that proper and complete information has been provided and that they are receiving the desired insurance benefits. It is also the employee's responsibility to make adequate provision for any required advance payment of premiums when such responsibility for premiums is that of the employee. Accordingly, although the Employer will make reasonable efforts to notify employees prior to termination of their benefits, where the obligation for payment of such premiums is that of the employee the Employer may automatically terminate insurance benefits due to the employee's non-payments of necessary premiums.

ARTICLE XX: WORKERS' COMPENSATION

Section 1. If an employee with accumulated paid sick leave is on workers' compensation they may, after the first week of incapacity (as defined by the Michigan Workers' Disability Compensation Act) be paid out their accumulated sick leave an amount sufficient to make up the difference between the workers compensation being received by the employee and their regular weekly earnings, based on their normal base rate and their normal scheduled workweek, not to exceed forty (40) hours, to the extent of such accumulated sick leave. During the first week of incapacity payment of such difference shall be made without deduction from the employee's accumulated sick leave, provided such payment shall not exceed a total of forty (40) hours per injury (including recurrences, or other incidents relating in any way to any one injury or condition). The Employer may require appropriate certification confirming that the incapacity would entitle the employee to workers' wage compensation.

Section 2. Employees who have used accumulated paid sick leave for periods subsequently reimbursed by workers compensation may, at their option, buy back such sick leave. The employee's hourly rate, the number of sick leave hours to be repurchased, FICA, workers' compensation insurance, unemployment insurance and other applicable costs will be considered in computing the employees buy back costs. A check from the employee will be made out to the Marquette County Treasurer and deposited into the County Account; a letter signed by the Human Resources Manager will be directed to the County Accounting and Finance Division authorizing the reimbursement of such repurchased number of sick leave hours to the individual's accumulated sick leave account.

Section 3. Employees who receive job related injuries and are required by medical authorities to leave the job (and are unable to return to work) will be paid (at their base hourly rate) for time lost from scheduled work for the remainder of that day without deduction from sick leave.

ARTICLE XXI: NO STRIKE, NO LOCKOUT

Section 1. During the life of this Agreement, no employee shall engage in any strike, sympathy strike, sit-in, sit-down, slowdown, cessation, stoppage or interruption of work, picketing of any kind or form, however peaceable, or any acts of any similar nature, whether primary or secondary, which would interfere with the operations of the Employer. The Union and its officers, agents, representatives, and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any such activities, nor shall they ratify, condone, or lend support to any conduct or action. An employee's violation of this provision may be deemed just cause for immediate discharge. In no event will the Employer be required to discuss the grievance in question or any other matter while a work interruption, or action impeding or suspending work, is in effect.

The Union will use its best efforts to avoid, and force cessation of, any such prohibited activity.

Section 2. During the life of this Agreement, the Employer shall not cause or engage in any lockout of any of the employees covered by this Agreement.

ARTICLE XXII: PENSION

Section 1. The Employer will continue its pension plan in substantially the same manner, and with comparable coverage. Employees covered under this agreement will be enrolled into the Michigan Municipal Employee's Retirement System (MERS) Plan B-4 with V 6, FAC 3, and a 2.0% of payroll employee contribution. Effective January 1, 2000, the plan will include the F55/20 early retirement option. Effective January 1, 2003, the plan will include the MERS E-2 Benefit Plan.

Commencing January 1, 2002, all newly hired employees shall be enrolled in the Defined Contribution Plan offered by MERS. The Employer agrees to make a 10% payroll contribution. Employees in the Defined Contribution Plan shall make a 2% employee payroll contribution. Participants in the Defined Contribution Plan shall be fully vested after five (5) years of service, but have the same requirements of age and years of service as the employees in the Defined Benefit Plan.

Section 2. Employees who are eligible for retirement should notify the Employer at least three months prior to their desired effective date of retirement to insure that the necessary administrative detail may be accomplished well in advance of the effective date.

ARTICLE XXIII: ADDITIONAL BENEFITS

Section 1. Employees will be reimbursed for travel requested by the Employer for official business. The reasonable costs of meals and lodging will be reimbursed on the submission of an expense account statement, with receipts verified by the employee, in accordance with current policy. Employees are cautioned to exercise good judgment in the selection of accommodations and restaurants so as not to unduly burden the County with frivolous expenses. Employee using their own vehicle will be reimbursed for actual mileage at the rate established as the non-taxable mileage rate by the U.S. Internal Revenue Service; employee will car-pool whenever possible. Requests for reimbursement of travel expenses must be approved by the Airport Manager prior to payment.

Section 2. The employer will pay a premium of \$25.00 for each shift an employee actually works above 25 ft. on beacon tower, traffic control tower, hangar roofs, or other elevated item.

Section 3. When a regular full-time employee's prescription changes sufficiently to require new eye glasses the Employer will pay sixty percent (60%) of the reasonable cost for such new prescription safety glasses purchased by the employee.

Section 4. Should the Employer require any employee covered by this Agreement to be bonded, any premium involved shall be paid by the Employer.

Section 5. So long as an employee gives the Employer prompt notification of service of process, the Employer will provide them with such legal assistance as it deems appropriate when a civil action is brought against both the Employer and such employee as a result of acts committed by the employee in the proper performance of duties and responsibilities for the Employer.

Section 6. Employees may request replacement of uniforms through the Employer. The Employer will provide each regular full-time employee an annual allowance of up to \$310.00 for the replacement of clothing and work boots at a mutually agreed retailer. The Employer will replace the uniform coveralls and the uniform polar coat up to once during any three consecutive calendar year period at no expense to regular full-time employees. Upon request the items being replaced must be returned to the Employer.

Section 7. So long as regular full-time employees have completed all work required, and have been released by their supervisors, they will be allowed up to ten minutes "tidy time" at the end of their shift. Such release time is at the discretion of the employee's supervisor.

Section 8. The Employer may send at least one regular full-time employee to ARFF each year. It will be at the Employers discretion as to which employee may be sent but seniority should be a factor.

ARTICLE XXIV: UNION BULLETIN BOARD

Section 1 (a) The Employer will provide bulletin board space which may be used by the Union for posting notices pertaining to Union business.

(b) Notices of Union meetings, Union recreation and social affairs, and Union elections and appointments may be posted on this board without prior approval by the Employer, but no other notices shall be posted without such prior approval.

ARTICLE XXV: MISCELLANEOUS

Section 1. It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without unlawful discrimination. Any provisions of this Agreement shall be deemed waived as necessary for compliance with state and federal rules, regulations and orders concerning discrimination, including, without limitation, consent decrees or settlements. Any reference in this Agreement to male or female employees shall be deemed to include reference, as applicable, to employees of the opposite sex.

Section 2. As used throughout this Agreement, unless otherwise specified: (a) "days" or "calendar days" shall mean Monday through Sunday, and (b) "working days" shall mean Monday through Friday excluding the holiday recognized by this Agreement.

Section 3. The Employer may make and amend such reasonable rules and regulations, not in conflict with this Agreement, as the Employer may from time to time deem best for purposes of maintaining order, safety, efficient operations, etc. The nature and extent of training of employees shall be solely within the Employer's discretion.

Section 4. The Employer will keep records of service in each employee's personnel file. Employee shall, upon written request, have reasonable access to their personnel file in the presence of the Employer.

Section 5. Employees shall promptly notify the Employer of any change of name, address, telephone number, dependents, draft status, marital status or other information affecting insurance or other employment or benefit status. Employees shall maintain at all times conventional telephone service at their residence and shall keep the Employer advised of the telephone number by which they can be contacted during off-duty hours. The Employer shall be entitled to rely upon such records, as most recently amended, for all purposes involving the employees, employment and this Agreement.

Section 6. Employees shall be courteous to each other, to the agents and representatives of the Employer, and to the Airport's guests, invitees, tenants, and licensees.

Section 7. Whenever employees have just cause for reporting late or absenting themselves from work, they shall, whenever practicable, give notice as far in advance as possible to their supervisor or other person designated to receive such notice. Employees not having just cause for failing to give notice and/or for being absent shall be subject to discipline.

Section 8. Employees who resign should notify the Employer at least two weeks prior to the effective date of such resignation. They are encouraged to give their reasons for resigning and to discuss such reasons with the Employer's representatives. Employees failing to give at least two weeks prior notice, or failing to work as scheduled throughout such two weeks, forfeit any rights they may otherwise have to accrued benefits pursuant to this Agreement.

Section 9. (a) The Employer and the Union recognize the importance of maintaining working conditions which promote the safety and health of employees.

(b) A joint labor/management Safety Committee will be formed, made up of an equal number of representatives from labor and management (or as otherwise agreed). The Safety Committee will meet at times mutually agreed upon (normally quarterly) to discuss enforcement of safety rules and maintenance of safe working conditions. An agenda will be prepared in advance listing matters to be discussed; only matters listed on the agenda will be discussed at the meeting (absent mutual consent).

(c) The Union will cooperate with the Employer in encouraging employees to observe safety regulations prescribed by the Employer and to work in a safe manner.

Section 10. The Employer and Union agree to meet and confer in "special conferences" on matters of concern upon advance written request. The written request shall include an agenda with the nature of the matters to be discussed and the reasons for requesting the special conference. The discussion shall be limited to matters set forth on the agenda, but it is understood special conferences shall not be for the purpose of conducting or continuing collective bargaining negotiations or in any way to modify, add to, or detract from the provisions of this Agreement, or to be a substitute for, or extension of, the Grievance Procedure. Special Conferences will normally be held within fourteen (14) calendar days from receipt of the written request, at a time and place which is mutually agreeable to the parties. Such conferences shall be limited to one (1) hour in duration unless extended by the parties. Unless otherwise mutually agreed, each party shall be represented at special conferences by not more than three (3) persons. Outside representatives may attend the conference if requested by either party.

Section 11. The proposals made by each party during negotiations leading to this Agreement, and the discussions had with respect thereto, shall not be used or referred to in any way during, or in connection with, the arbitration of any grievance other than for clarification of language deemed ambiguous by the arbitrator.

Section 12. 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 all proper subject of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated

or executed this Agreement. The parties may, however, at any time amend this Agreement by mutual written consent.

Section 13. The entire agreement between the parties as set forth in this Agreement expresses all the terms and conditions of employment which shall be applicable to the employees covered hereby during the term hereof.

ARTICLE XXVI: SEVERABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement. It being the express intention of the parties that all other provisions shall remain in full force and effect. If any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE XXVII: TERMINATION OF AGREEMENT

Section 1. This Agreement shall continue in full force and effect through December 31, 2011. The Agreement shall thereafter be automatically renewed, for additional one year periods, unless either party shall, at least one hundred twenty (120) days prior to the date of expiration, serve written notice on other party of desire to terminate or amend this Agreement. Except as otherwise specifically provided, the effective date hereof shall be April 1, 2011.

Section 2. Any notice to be given under this Agreement shall be given by registered or certified mail, to be completed by and at the time of mailing, and if by the Employer shall be addressed to Teamsters Local No. 214, 110 N 6th Street, Escanaba, Michigan 49829, and if by the Union shall be addressed to the Employer at 234 W. Baraga Ave, Marquette, Michigan 49855. Either party may, by like written notice, change the address to which registered or certified mail notice to it shall be given.

ARTICLE XXVIII; SUCCESSOR CLAUSE

This Agreement shall be binding Upon the Employer's successors, assignees, purchasers, lessees or transferees, whether each succession, assignment or transfer be affected 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 XXIX: CAFETERIA PLAN

Marquette County has agreed to provide a code section 125 cafeteria plan including the following: Premium conversion accounts (e.g. Cancer insurance); Flexible spending accounts (medical/dental/prescription etc. expenses); Dependent care expense accounts (e.g. Day care); funded via voluntary employee salary reductions as outlined in the summary plan

description. Plan years will be January 1 to December 31 with an annual enrollment window.

APPENDIX A: CLASSIFICATION AND RATES

Wages are to be increased by a \$500.00 one-time payment for 2011

PAYGRADES FOR AIRPORT UNION- 2011	PAY	HOURLY
Effective 01/01/11 through 12/31/11	GRADE	RATE
0% increase		
AIRPORT MAINTENANCE TECHNICIAN	D05A	18.3187
	DO5B	18.8187
	DO5C	19.3187
AIRPORT MAINTENANCE TECHNICIAN/TRAINING OFFICER	DO5TO	20.5687
CUSTODIAN & GROUND DUTIES	DO6A	15.7777
OVERHIRES (TEMPORARY)	DO3A	13.7765

AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands

this _____ day of _____ 2011.

TEAMSTERS LOCAL NO. 214 SAWYER INTERNATIONAL

AIRPORT UNION

COUNTY

BY: _____

BY: _____

BY: _____

BY: _____
