

AGREEMENT

COUNTY OF KALAMAZOO

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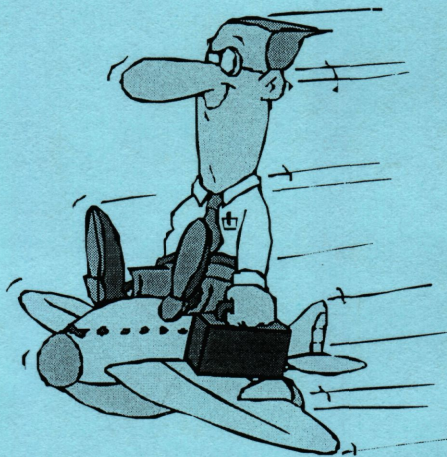
MICHIGAN COUNCIL #25

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO,

LOCAL NO. 1677

January 1, 2007 – December 31, 2009



Agreement between the County of Kalamazoo and Michigan Council #25, AFL-CIO, Local No. 1677 - (Airport)

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AGREEMENT

THIS AGREEMENT entered into this ____ day of January 2007, by and between the COUNTY OF KALAMAZOO, hereinafter referred to as the "Employer," and MICHIGAN COUNCIL #25; AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL NO. 1677, hereinafter referred to as the "Union."

ARTICLE 1 - PURPOSE AND INTENT

Section 1: The general purpose of this Agreement is to set forth the rates of pay, hours of work and other conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper services for the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2 - RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all full-time and part-time employees at the Kalamazoo/Battle Creek International Airport in the positions of airfield technician, equipment operator II, equipment operator I and Operations Technician, but excluding supervisors, office clerical, and all other County employees.

Section 2: The Employer and the Union recognize that neither shall discriminate against any employee because of race, color, creed, age, sex, handicap, nationality or political belief, nor shall the Employer, nor its agents, nor the Union, its agents, nor members discriminate against any employee because of membership or non-membership in the Union, nor against any employee because of participation or refusal to participate in Union activity permissible under this Agreement.

ARTICLE 3 - MANAGEMENT'S RIGHTS

Section 1: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Employer and the employees are vested solely and exclusively in the Employer.

ARTICLE 4 - UNION'S RIGHTS

Section 1: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity on the Employer's time.

- (a) Chief steward and stewards shall suffer no loss of pay for time necessarily lost from their regularly scheduled working hours while presenting grievances as

provided in the grievance procedure. It is understood that in no event shall any steward leave his/her work for grievance purposes without first notifying their immediate supervisor and obtaining approval.

Section 2: The Union shall have the exclusive right to assign a steward and alternate steward at the Airport. The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward. The Union Negotiation Committee may consist of two (2) primary delegate(s) and one (1) alternate, Council #25 and/or International Union Representative. By prior mutual agreement, either party may invite additional person(s) to attend a specific session for a particular purpose.

Section 3: The Employer will provide a bulletin board at the Airport upon which the Union will be permitted to post notices concerning Union business and activities.

Section 4: The Employer shall have the right to subcontract the work which, in its judgment, it does not have the manpower, proper equipment, capacity or ability to perform or cannot perform on a proven economical basis.

Except where time and circumstances prevent it, it is the policy of the Employer in all cases of the subcontracting of work involving the maintenance of the Airport to give advanced notification to the Local Union Chapter Chairperson prior to letting such a contract. Following such notification, the Union shall have the right to request a meeting with the Employer within five (5) days of such notification to discuss the proposed subcontracting. Upon receiving a request for a meeting, the Employer shall provide the Union with information regarding the nature, scope and approximate dates of the work to be performed and reasons (equipment, manpower, etc.) why management is contemplating contracting out the work. Following such meeting, the Union shall be offered the opportunity to respond to the Employer's information in light of all the attendant circumstances.

In the event the Employer is considering the contracting or subcontracting of work regularly and customarily performed by bargaining-unit employees in any area, which subcontracting might result in the displacement of regular bargaining-unit employees, the Employer will call a meeting with the Local Chapter Chairperson and one other representative to be designated by the Union prior to accepting bids from any subcontractors. At this meeting, the Employer will provide the Union with all available information relating to the subcontracting under consideration and will offer the Union the opportunity to prove to the Employer that it has the manpower, proper equipment, capacity and ability to perform the work and that it can be performed on a more economical basis without subcontracting.

In the event that the Employer decides that subcontracting is indicated, the Employer will endeavor to place the displaced employees in jobs that may be available in other operations, provided the employees have the present ability to satisfactorily perform the available work. In the event employees thus affected do not have the "present ability" to satisfactorily perform such available work, to the extent their seniority will permit, the Employer and the Union will endeavor to place the displaced employees in available jobs for which they have the qualifications. In the event employees are to be laid off as a result of contracting or subcontracting, the layoff procedure set forth in the Agreement shall apply.

ARTICLE 5 - AGENCY SHOP

Section 1: 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 to the Union equal to dues and initiation fees uniformly charged for membership for the duration of the Agreement.

Section 2: 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 equal to dues and initiation fees required for membership commencing six (6) months after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 3: 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 equal to dues and initiation fees required for membership for the duration of this Agreement, commencing six (6) months following the beginning of their employment in the unit.

Section 4: The Union agrees to indemnify and save the County harmless against any and all claims, suits and other forms of liability which may arise out of or by reason of the Employer's compliance with the provisions of this Article.

ARTICLE 6 - CHECK OFF

Section 1: Effective the first pay period occurring after the execution of this Agreement, and monthly thereafter, on the first pay period, the Employer shall deduct from the pay of all employees, who authorize in writing such deduction, an amount equivalent to the regular dues of the Union. The Union shall supply the employees with an authorization form approved by the Employer and shall transmit such form to the Employer's Human Resources Department. Deductions for any calendar month shall be remitted to the designated financial officer of the Union, with a list of employees for whom dues have been deducted within ten (10) working days thereafter. The Union agrees to indemnify and hold the County and Employer harmless for all claims against the County and Employer in connection with the check off of dues.

Section 2: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. Council #25 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

ARTICLE 7 - SPECIAL CONFERENCES

Section 1: Special conferences for important matters (not grievances) will be arranged between the Local President and Human Resources Director within ten (10) working days of such request of either party for such conference. Such meetings shall be between at least two (2), but not more than three (3), representatives of the County and at least two (2), but not more than three (3), representatives of the Local Union. 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, unless both parties agree to include other items. The members of the Union shall not lose time nor pay for time spent in such special conferences.

- (a) All special conference meetings under the provisions of this Article will commence not later than 1:00 p.m.
- (b) Special conferences shall not be held more often than once a month.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: First Step. An employee who has a grievance must, along with his/her steward, submit the grievance orally to the supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based. The supervisor shall give the employee an oral answer to the grievance within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) after the grievance has been presented.

Section 3: Second Step. If the grievance is not settled in the First Step, it shall be reduced to writing and appealed to the Second Step, a Union committee member shall refer the grievance to the department head or the employee's immediate supervisor within five (5) regularly scheduled working days after the First Step answer has been received by the aggrieved employee or Union committee member. Upon receipt of the notice of appeal, the department head or the employee's immediate supervisor shall arrange a meeting at a mutually satisfactory time between the aggrieved employee and/or a Union representative within five (5) regularly scheduled working days. The department head or his/her designated representative shall give the Union representative a written Second Step answer to the grievance within (10) regularly scheduled working days after such meeting, unless such time limit has been extended by mutual agreement between the department head and the Union. If the grievance is settled at this step, the Employer's copy of the answer shall be signed by the Union representative.

Section 4: Third Step. If the grievance has not been settled in the Second Step and is to be appealed to the Third Step, such notice of appeal must be given to the Human Resources Director within five (5) regularly scheduled working days after the receipt by the Union committee member of the department head's Second Step answer. The grievance reaching this step shall be considered at a meeting between the Union's grievance committee and a committee designated by the County Human Resources Director, which meeting shall be held no later than ten (10) regularly scheduled working days from the time the appeal was taken to this step. The

County Human Resources Director shall give the chairman of the Union's committee a written Third Step answer within five (5) regularly scheduled working days after such meeting, unless such time limit has been extended by mutual agreement between the County Human Resources Director and the Union. If the grievance is settled at this step, the Employer's copy of the answer shall be signed by the chairman of the Union's committee. Nothing contained in this Agreement shall be construed to prohibit the Union from requesting participation of a representative of the Union when a grievance reaches the Third Step of the grievance procedure, nor to prohibit the participation therein of an external, designated representative at such stage by the Employer.

Section 5: Fourth Step. If the answer at Step III is not satisfactory, and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council #25.

- (a) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step III meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration in accordance with the Federal Mediation and Conciliation Rules and Procedures.
- (b) The arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Rules and Regulations.
- (c) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. In cases of discharge or disciplinary suspension, the arbitrator shall have the authority to determine if the action of the employer is to be sustained or if the employee is to be reinstated with full, partial, or no compensation. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

Section 6: If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union. If the grievance is not answered by the Employer within the time limit specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step of the grievance procedure. It is understood and agreed that by mutual agreement between the Employer and the Union, the time limit herein specified may be extended.

Section 7: Whenever used in this Agreement, the words "regularly scheduled working days" shall mean Monday through Friday, excluding unworked holidays specified herein.

ARTICLE 9 - DISCHARGE CASE

Section 1: In the event an employee who has satisfactorily completed his/her probationary period and under the jurisdiction of the Union shall be discharged from his/her employment from and after the date hereof, and he/she believes he/she has been unjustly discharged, such discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the department head within three (3) regularly scheduled working days (Monday through Friday) after such discharge. Such grievance shall be processed starting at the Second Step of the grievance procedure. The Employer will make a steward available at the time of discharge.

Section 2: In the event it should be decided under the grievance procedure that the employee was unjustly discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay less such compensation as he/she may have earned at other employment during such period.

Section 3: In imposing the discipline of discharge on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously.

ARTICLE 10 - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service at the Airport since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work since which he/she has not quit nor been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or layoffs for lack of work, except as hereinafter provided.

Section 2: All new employees shall be probationary employees until they have worked six (6) months for the Employer. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him/her for regular employee status.

- (a) During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the Employer without regard to his/her relative length of service.
- (b) Upon satisfactorily completing his/her probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire, unless, during such probationary period, the employee has been absent from work, in which case such employee's name shall be entered on the seniority list as of six (6) months prior to the completion of the probationary period.

Section 3: An up-to-date seniority list shall be prepared by the Employer and presented to the Union every sixty (60) days. In compliance with this provision, it shall be deemed to have been accomplished if the Employer gives the steward and president of the Union a copy of the seniority list.

- (a) Any objection to the seniority dates as shown on any seniority list must be registered with the Employer by the complaining employee within fifteen (15) calendar days after such seniority list has been given to the Union.
- (b) When the seniority list is initially prepared or thereafter revised as above provided, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first name.

Section 4: An employee's seniority shall terminate:

- (a) If he/she quits or is discharged for just cause.
- (b) When, following a layoff for lack of work, he/she fails or refuses to notify the Employer within forty-eight (48) hours after receipt of the recall notice sent by certified mail, return receipt requested, to his/her last address of record or by personal service of his/her intent to return to work within three (3) regularly scheduled working days after receipt of such recall notice.
- (c) If he/she is absent for three (3) regularly scheduled working days without notifying the Employer within such three (3) day period of a justifiable reason for such absence.
- (d) If he/she fails to return to work immediately upon the expiration of a leave of absence or any extension thereof or accepts employment elsewhere while on a leave of absence which would preclude him/her from performing his/her responsibilities and duties for the Employer.
- (e) When a regular full-time employee has been laid off for lack of work for a continuous period of time in excess of twenty-four (24) consecutive months.

Section 5: When it becomes necessary to lay off employees due to lack of work or to reduce the size of the work force, part-time, probationary, temporary and seasonal employees shall be laid off first, provided there are employees with seniority who are available, qualified and who have the then-present ability and physical fitness to satisfactorily perform the work of such probationary employees without training.

Layoff of employees with seniority shall be made from the classification(s) affected, with the least senior employees in the classification laid off first.

Laid off seniority employees shall have the option, seniority permitting, to bump the least senior employee in the same pay grade where the laid off employee has the then present ability and

physical fitness to satisfactorily perform the work of the employee with a maximum of a one week training or break-in period. In the event there is no position within the same pay grade to which a laid off employee can bump, that employee shall have the option, seniority permitting, to bump the least senior employee in the next lower pay grade within their department where the laid off employee has the then present ability and physical fitness to satisfactorily perform the work of the employee with a maximum of a one week training or break-in period.

Any employee bumped pursuant to the above procedure shall have the same defined options to bump another employee.

- (a) When recalling employees following a layoff for lack of work, the laid-off employee with the most seniority who is qualified and has the then-present ability and physical fitness to satisfactorily perform the work without training shall be the first employee recalled.
- (b) Part-time employees shall not be permitted to exercise their seniority to displace full-time employees.

Section 6: When the County deems it necessary to fill a position in an existing job classification, such position shall be posted by the Human Resources Department on the appropriate bulletin board throughout the County's operations for a period of five (5) regularly scheduled working days during which time employees may bid for such job or vacancy by signing and dating the bidding list at the Human Resources Department. Such posting shall include a statement of the job requirement and whether tests (oral and/or written and/or performance) must be taken by bidder. The posting will also state the work hours for the posted position as such hours exist at the time that the position will be filled. Such hours can subsequently be altered pursuant to the provisions of this Agreement.

- (a) When the County determines that a vacant position will not be posted, it shall notify the Union within five (5) days of such decision. Such notice shall be given not more than seven (7) days after the occurrence of the vacancy.
- (b) If the vacancy is to be awarded to a bargaining unit member, such action must be taken within thirty (30) days of the posting. If the position is to be awarded to an individual outside of the bargaining unit, the position must be filled within a reasonable period of time. If a decision is made not to fill a vacancy after the posting, the Union shall be notified in writing.

Section 7: From among those employees who bid therefore, the job will be awarded to the senior employee within the bargaining unit who is qualified for the same. If no one bidding in the bargaining unit is qualified for the opening, it may be filled by hiring.

Section 8: In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to the employee with a copy given 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 beginning at the Third Step.

Section 9: If a present employee is granted the promotion, he/she shall be transferred within thirty (30) days to the new job and he/she shall be granted a period of forty-five (45) days of work trial period to (1) determine his/her ability to perform the job as determined by the supervisor, and (2) be taught all phases of the job. During the period of forty-five (45) days of work trial period, the employee shall have the opportunity to revert to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the County with a copy to the Union. The employee may return to his/her previously-held position.

Section 10: If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have retained the seniority accumulated prior to said transfer.

Section 11: If employees transfer into the bargaining unit from a non-bargaining unit position, the employees' seniority date will be the date on which they were hired into the bargaining unit as a regular employee. For the purpose of determining an employee's eligibility for benefits, such as longevity pay, sick leave, and vacation, the date the employee commenced work as a regular employee of the County shall apply.

ARTICLE 11 - STRIKES AND LOCKOUTS

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a strike, slow-down or any other concerted interference, to include mass reported illnesses or other contrived excuses for absences, with the operations of the Employer. The Employer agrees that it will not lock out the employees.

ARTICLE 12 - TEMPORARY ASSIGNMENT

Section 1: The County shall have the right to temporarily transfer the employees from one job classification to another to cover the employees who are absent from work due to illness, accident, vacation, or leaves of absence for the period of such absences. The County also retains the right to temporarily transfer employees from one job classification to another as a result of the needs of the Airport. If said employee works in excess of seven (7) hours in the new classification, the employee shall be paid the higher rate for all hours worked.

- (a) The County shall transfer the most senior employee meeting the required qualifications who is then in the job classification from which such transfers are normally made.
- (b) Any employee temporarily transferred to a higher position and/or classification shall remain in said position for the entire period of absence of the regular employee.

ARTICLE 13 - CHANGES IN CLASSIFICATIONS

Section 1: If, during the life of this Agreement, a new job classification is created in the bargaining unit, the County shall establish the rate of pay and requirements therefore, along with notifying the Union of its decision. During the first thirty (30) days after the Union has been notified of the new job classification and the rate assigned thereto, the Union shall have the right to initiate negotiations with respect to such rate. If no such request is filed within the thirty (30) day period, the rate of pay and requirements will become permanent as established by the County.

Section 2: The Employer agrees that any consolidation or elimination of the job shall not be effected without a special conference.

ARTICLE 14 - LEAVES OF ABSENCE

Section 1: Witness and Jury Duty. A full-time employee who is called for jury duty or is subpoenaed as a witness shall be granted a leave of absence to serve as required. He/she shall be expected to be at work at all hours when not serving as a witness or as a juror.

- (a) Leaves of absence for jury or witness duty shall be with full pay, less the amount received by the employee for such duty, except when such witness is on behalf of County business.
- (b) An employee who does not lose time from his/her regularly scheduled work thereof, but who nevertheless has performed jury duty within the eight (8) hour period immediately before the beginning of his/her shift, at his/her request may have the amount of time off from his/her regularly scheduled shift equal to the time he/she was required to spend in court during that eight (8) hour period.

Section 2: Military Leave for Active Duty. Employees who are inducted into the Armed Forces of the United States, or who join the Armed Forces in lieu of being inducted, under provisions of the Selective Service Act of 1940 and as amended, shall be entitled to a leave of absence without pay for the period of service required by such original induction. Upon their honorable discharge, such employees will be reinstated to their former positions or one comparable to it provided they make formal application for reinstatement within ninety (90) days after military discharge.

Section 3: Military Leave for Reserve Duty. A full-time employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program or National Guard, shall be granted such leave upon proper documentation by his/her commanding officer. He/she shall be paid by the County the difference between the amount received for the training and his/her full salary.

- (a) Any full-time employee who is called for emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and/or the citizens of the United States, shall be paid his/her full salary for a period not to exceed five (5) working days.

- (b) The parties have agreed that in the event the federal government mandates that those employees in the armed forces reserve or national guard train more than two (2) weeks per year, that the parties will reopen this Section of the Agreement for further negotiations.

Section 3(a): Active Duty or Reserve Duty Leave. When an employee is called to active duty (Art. 14, Sec. 2) or reserve duty (Art. 14, Sec. 3) in any branch of the United States' Armed Forces the County will continue, for the duration of the employee's military leave of absence, to provide the employee's eligible dependents with County KalFlex health insurance coverage (Art. 25, Sec. 1) under the same terms and conditions as if the employee were still actively working for the County.

Section 4: Administrative or Special Leave. An administrative or special leave may be granted an employee when approved by the Human Resources Director for the purpose of settling an estate of a member of the immediate family, for educational purposes when such education will be for the systematic improvement of the knowledge or skills required in the performance of his/her work, for illness or injury when such leave extends beyond employee's sick leave days earned, and for other reasons which may be beneficial to the employee and the County. All leaves shall be specific as to their duration.

- (a) A special or administrative leave of absence will normally be without pay.
- (b) Leaves of absence shall be requested in writing by the employee and recommended by the department head and approved by the Human Resources Director. Administrative or special leaves of absence shall not be granted to an employee for a period longer than six (6) months unless it is approved by the Human Resources Director.

Section 5: Union Business. Available to the unit each year are seven (7) days with pay which, with three (3) days' notice to their supervisor, may be utilized by up to two (2) people who have been elected or selected by the unit to attend functions of the Council or international union.

Section 6: Personal Business Leave. Eighteen (18) hours of personal leave time shall be available per year to all regular bargaining unit employees. This time may be taken at any time within the year with the prior approval of the department head and shall not be accumulative from one year to another. An employee may take personal leave time in increments as small as two (2) hours.

Section 7: Medical Leave. For purposes of Sections 7 and 8 of this Agreement, the following definitions apply:

Eligible employee - one who has regular status, has been employed minimally for twelve (12) months, and worked 1,000 hours during the twelve (12) month period immediately preceding the leave. An eligible employee who takes a leave under this policy is guaranteed to return to the job that he/she left if the leave time does not exceed twelve (12) weeks in any twelve (12) month period, measured backward from the date the leave began.

Family member - a spouse, child, or parent of the employee.

Serious health condition - an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility; or continuing treatment by a health care provider.

The Family and Medical Leave Act of 1993 provides reasonable leave for employees with a serious health condition. Any request for medical leave of absence must include a supporting physician's statement, which includes the employee's inability to perform his/her job functions. A verification from the physician as to the severity of the illness or condition, when it commenced, its probable duration, and the medical facts surrounding the illness or condition is required. A second opinion may be required at the County's expense. If a conflicting opinion is received, a third opinion may be obtained from a physician selected jointly by the County and the employee, at the County's expense.

While on Medical Leave of Absence, the employee must periodically report his/her status and intention to return to work.

All requests for Medical Leave of Absence must be approved by the Human Resources Director. Upon approval of the Human Resources Director, a department may fill the vacancy created by the medical Leave of Absence. The employee granted a Medical Leave of Absence is guaranteed reinstatement to the same or an equivalent position which he/she held prior to the leave, if the leave does not exceed twelve (12) weeks. An employee, before returning to his/her duties from an illness of over five (5) consecutive working days, shall submit a statement from his/her physician certifying his/her ability to return to work. Such statement shall be submitted to the Human Resources Director. An employee returning from a Medical Leave of Absence should contact the Human Resources Department thirty (30) days prior to the expiration of such leave regarding his/her return. For those employees whose leave exceeds twelve (12) weeks, every effort will be made to place the employee in a comparable position. If the employee has not been reinstated twelve (12) months after the commencement of the leave, regular status will be terminated.

Section 8: Family Leave: For definitions of eligible employee, family member, and serious health condition, see Section 7.

The Family and Medical Leave Act of 1993 provides that up to twelve (12) weeks leave without pay (with pay if accrued vacation or personal time available) may be taken by an eligible employee for the birth, adoption, or foster care of a child, or the serious health condition of a family member.

During the twelve (12) weeks, the County will continue to pay for its share of benefits as long as the employee pays for his/her share. An employee may use any accumulated vacation or personal leave time to cover his/her absence.

If both spouses are employed by the County and eligible for the same leave, the two employees may share the family leave up to a total of twelve (12) weeks in a twelve (12) month period.

Employees are required to give a minimum of thirty (30) days notice if they intend to take leave under this policy. If thirty (30) days is impossible, given the nature of the situation, as much notice as practicable is required. If the leave is to care for a family member, the health care provider must provide written verification that the employee's assistance is needed.

Leave may be intermittent or reduced hours when such can be arranged between the employee and the Department Head with the approval of the Human Resources Director.

If an employee fails to return following an approved leave under this policy, then the employee must pay back to the County the cost of health premiums incurred by the County during the leave, except when the employee's failure to return is due to the continuation, reoccurrence, or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the employee's control.

In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993, as amended, and its published regulations.

ARTICLE 15 - SICK LEAVE

Section 1: Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. It is NOT a means by which an employee can earn additional days off.

Section 2: Each regular, full-time employee of the County shall accrue three (3) hours with pay as sick leave for each completed biweekly pay period. Sick leave with pay may be utilized by regular, full-time employees throughout their period of employment with the County. Sick leave may be accumulated to a maximum of sixteen hundred (1600) hours. An employee's sick leave balance will be reported on his/her biweekly paycheck stub.

The standard for unscheduled sick leave absences is five (5) occurrences during a twelve (12) month period. When the standard is applied by the Employer, it will take into account individual circumstances and legitimate extenuating reasons for absences.

Section 3: A retiring employee will receive compensation for unused sick leave credits at his/her retiring rate of pay up to fifty percent (50%) of the total number of sick leave hours accrued, but such payment may not exceed eight hundred (800) hours. As a result of the negotiations regarding the Disability Insurance Plan, it has been agreed that such payoff at the time of retirement shall continue; however, only those hours accumulated prior to December 31, 1985 shall be part of the calculation of final average compensation for retirement purposes. An employee who has been continuously employed by the County for five (5) years and who terminates his/her employment prior to retirement, except in the case of discharge for cause, will receive compensation for unused sick leave credits at his/her rate of pay at termination up to twenty-five percent (25%) of the total number of sick hour accrued, but such payment shall not exceed four hundred (400) hours. As a result of the negotiations regarding the Disability Insurance Plan, it has been agreed that such payoff at the time of termination shall continue; however, only those hours accumulated prior to December 31, 1985 shall be subject to such payoff. This benefit regarding the twenty-five percent (25%) payoff only applies to those current employees as of December 31, 1985 and does not apply to any future hires. Sick leave used by employees will be charged first against sick leave earned after December 31, 1985 and then to accumulation earned prior to such dates.

Section 4: An employee eligible for sick leave with pay may use such sick leave when arranged for and approved by the department head, with the concurrence of the Human Resources Director in the following instances:

- (a) When it is established to the County's satisfaction that an employee is incapacitated for the safe performance of his/her duty because of a sickness or injury.
- (b) When due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be required.
- (c) When unusual situations or emergencies exist in the employee's immediate family. Failure to make diligent effort to notify the employee's department head may result in loss of pay.
- (d) To care for family members living in the employee's home who are ill or injured.
- (e) For any absence for which the employee qualifies for FMLA leave.

Section 5: When death occurs in the employee's immediate family (spouse, children, parents or foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, and any person for whom financial or physical care is the employee's principal responsibility), the employee is allowed three (3) days leave, the first day to be with pay and the second and third to be deducted from sick leave, if accrued. At the Employer's discretion, with the approval of the Human Resources Director, such leave may be extended for just cause, such extension to be deducted from sick leave.

Section 6: The Employer reserves the right to have any sick leave substantiated when such sick leave appears to be a pattern or of concern to the Human Resources Director. Falsification of such evidence shall be cause for dismissal.

Section 7: An employee, before returning to his/her duties from an illness of over five (5) consecutive working days, shall submit a statement from his/her physician certifying his/her ability to return to work. Such statement shall be submitted to the Human Resources Director.

ARTICLE 16 - WAGES AND HOURS

Section 1: The wage/salary schedule – Appendix A dated 01/01/2007 will govern the rates of pay for the first year of this Agreement, through December 31, 2007. The parties agree that the topic of wages and benefits will be automatically reopened for the period January 1, 2008 through December 31, 2008, and again for the period January 1, 2009 through December 31, 2009 and that negotiations will commence prior to November 30, 2007 and 2008 for the upcoming reopener.

Section 2: Full-time employees shall be entitled to a fifteen (15) minute break period at or near the midpoint of the first half of their workday and a fifteen (15) minute break period at or near the midpoint of the second half of their workday. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until the urgent aspects of the job then being performed have been completed.

Section 3: Employees shall be required to be ready to start work at their starting time and shall be required to remain at work until the end of their work day. Each employee shall be entitled to a lunch period.

Section 4: Time and one-half the employee's regular rate of pay will be paid for all work performed in excess of eight (8) hours in a regular scheduled work day or forty (40) hours per week. For those employees on a four-day, ten-hour schedule, time and one-half shall be paid for all work performed in excess of such schedule.

- (1) When an employee covered by this Agreement works hours in excess of eight hours per shift, or forty hours per workweek, s/he will be allowed to designate any number of those hours as either hours for which s/he shall be paid one and one-half times the straight-time rate-of-pay, or shall have accrue to him/her for later use as designated herein, time at the rate of one and one-half hours per hour worked ("compensatory time off" or "comp time"). The accrual of hours is subject to the maximum 240 hours allowed by law.
- (2) The employee must, at the conclusion of the pay period during which the overtime is earned, designate on his/her bi-weekly time sheet, the hour(s) which will be taken as pay and the hour(s) which will accrue as comp time. Once the time sheet containing the designation of pay or comp time hours has been turned into the Operations Supervisor, the designation may not be changed.

- (3) A record of compensatory time off shall be maintained in the County's Payroll Office. The compensatory time off hours available to each employee shall be reported out as frequently as, and on the same document reflecting the overtime hours as identified in Article XIX, Section 2.
- (4) An employee's request to use available compensatory time off shall follow the same procedure as the request for use of vacation time. No hours may be taken before they are earned, i.e. in anticipation of future overtime.
- (5) The Airport Director or his designee may approve or deny the use of compensatory time off, however the use will not be unreasonably denied.
- (6) Compensatory time off may be taken in whole hour increments, only.
- (7) Compensatory time off may not be utilized during the pay period in which it is accrued.
- (8) All time taken as compensatory time will be considered as hours worked for the purposes of computing any benefits under the Collective Bargaining Agreement.
- (9) As of September 30 of each year, any hours which have not been used shall be paid to the employee at his/her rate of pay ("cashing-out") as of the date of cashing out. There will be no cashing-out of accrued compensatory time off until September 30 of each year. The cashing-out payment will be made with the first full paycheck in October. On October 1 of each year, the comp time bank for each employee will be reset to zero.
- (10) Notwithstanding paragraph 8, above, when the cashing-out occurs, the hours which are cashed-out will not count as hours worked, such that the standard 40-hour work week is reduced.
- (11) At his sole discretion and at any time, this policy may be discontinued by the Airport Director. In the event this Section is cancelled, or terminates by its own terms, prior to the end of CBA of which it is a part, the provisions of the previously existing Article XVI, Section 4 will be reinstated.

Section 5: An employee called to work at a time other than his/her scheduled work shift shall be credited with a minimum of two (2) hours at his/her overtime rate or with the actual hours worked at one and one-half (1-1/2) times his/her hourly rate, whichever is the greater, unless such time shall be continuous with his/her scheduled work, in which case he/she shall be paid at his/her overtime rate.

Section 6: With the approval of the employee's supervisor or designee, an employee will be allowed to trade a shift with another employee within his/her classification. Employees who desire to trade one or more shifts should submit the request for approval at least five (5) days in advance of the first shift affected by the proposed trade. If request is submitted with less than five (5) days notice, it is understood that it is within the sole discretion of the County whether such shift trade will be approved and such approval will be on a case-by-case basis. It is understood that it is within the sole discretion of the County whether such proposed shift trading will be approved, and such approval will be made by the County on a case-by-case basis.

ARTICLE 17 - WORK WEEK

Section 1: The work week will consist of forty (40) hours based on five (5) consecutive eight (8) hour days in each seven (7) day period to be scheduled with at least fifteen (15) days notice.

- (a) A department may establish different work hours or a different work week provided that said department has the concurrence of a majority of the affected bargaining unit members.
- (b) The first shift shall be any shift that regularly starts on or after 5:00a.m., but before 12:00p.m. The second shift shall be any shift that regularly starts on or after 12:00p.m. but before 9:00p.m. The third shift shall be any shift that regularly starts on or after 9:00p.m. but prior to 5:00a.m.

ARTICLE 18 - STANDBY PAY

Section 1: The airport may institute a standby pay program when, in the sole judgment of management, essential operating situations require immediate response to cover frequent but unpredictable emergency situations involving bargaining unit employees. Once management institutes the standby program, it will stay in effect for the season as determined by management.

Section 2: Payment shall be based upon one (1) hour standby pay at the employee's straight time hourly rate, for each sixteen (16) hour period of standby. Each time an employee is on standby on a contractually observed holiday, or on a Sunday, he/she shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate for each sixteen (16) hour period of standby.

The standby pay shall be made a part of the regular biweekly check payable the pay period following the commencement of standby assignments. It is understood and agreed that standby pay will be paid in addition to pay for time actually worked as a result of being called in only for those persons actually assigned to standby and all work performed as a result of a call-in shall be paid at one and one-half (1-1/2) an employee's regular rate.

An employee may convert the standby pay to comp time on a one for one basis pursuant to the provisions of Article 16, Section 4.

Section 3: Employees on standby shall be provided with pagers so they can respond in a timely fashion to the service needs of their department. It is understood that employees on standby will remain within the range of the pager or, if temporarily out of range, provide the County with a phone number where they can be reached.

Section 4: Employees who desire to trade or give away assigned weeks or days are responsible for notifying management in writing at least 24 hours in advance. Time given away or traded will be considered as time on standby. The employee desiring to trade or give away time within the department shall be responsible for doing so from a list provided by the County except in cases of critical illness or death as covered in the current bargaining agreement, in which case the County will secure a replacement. Trading for partial weeks shall only be on the basis of a full day.

Section 5: If an emergency occurs when employees are working their regular shift, the emergency will be covered by holding over employees in accordance with the regular overtime assignment procedure, rather than standby employees whenever possible.

Section 6: Failure to respond to a pager as promptly as possible, or failure to make every attempt to report to work as promptly as possible, shall result in loss of standby pay for that day [one (1) hour straight time]. Repeated failure to respond will be treated in a manner consistent with the County's Progressive Disciplinary Policy depending upon the mitigating circumstances.

ARTICLE 19 - EQUALIZATION OF OVERTIME HOURS

Section 1: The department director, or his/her designee, shall divide overtime hours as equally as is practical among employees in the same classifications within the same department.

Section 2: An up-to-date list showing overtime hours will be posted biweekly in a permanent place in each work area. Whenever overtime is available, the most senior person with the least number of overtime hours in the classification will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of this section, if an employee, when called, is either unavailable or doesn't choose to work, those available hours will be counted as overtime hours worked for that employee for that particular time (when an employee is on an approved vacation leave, he/she will not be deemed unavailable for overtime and will therefore not be charged). Departments will continue to separate general overtime from special overtime, however, the equalization of overtime shall be made upon the total of such general and special overtime.

Section 3: When the Employer requires overtime, such distribution of required overtime shall be made on a rotating basis with the least senior employee in the affected classification starting such rotation. Emergency overtime may be required of those present at the facility.

Section 4: "General" overtime shall be defined as any overtime that is predictable, such as Air show overtime, shift not regularly covered by personnel, and holiday coverage.

"Special" overtime shall be defined as overtime that is created by employees' use of vacation or sick time, personal days, and other approved leaves of absence.

"Emergency" overtime shall be defined as times when events such as excessive snow, ice, blizzards, and field emergencies make it necessary to have additional employees on the field.

The parties agree that employees held over for snow removal after a regularly scheduled shift shall be working on "emergency" overtime.

Section 5:

- (a) When a probationary employee completes six weeks of employment (in his/her classification), s/he will be placed on the Overtime Equalization List and allocated the same number of overtime hours worked, as the employee with the most overtime hours in that same classification, as of 12:01 a.m. on the day the probationary employee is placed upon the Overtime Equalization List.
- (b) Those employees returning from a leave of absence, which is in excess of 90 consecutive calendar days, or any number of consecutive leaves of absences which aggregate to more than 90 consecutive calendar days, shall be placed upon the Overtime Equalization List in the same manner as outlined for a probationary employee in sub-section a, above, except that the employee returning from an extended leave of absence shall be placed upon the Overtime Equalization List as of 12:01 a.m. on the day the leave of absence ends.

ARTICLE 20 - WORKERS' COMPENSATION

Section 1: In case of a work-incapacitating injury or illness for which an employee is eligible for work disability benefit under the Michigan Workers' Compensation Law, such employee, with the approval of the Human Resources Director, may be allowed to utilize unused sick leave time to the extent earned to make up the difference between his/her net regular salary or wage and his/her work disability benefit.

ARTICLE 21 - UNEMPLOYMENT COMPENSATION

Article 1: The Employer agrees to furnish unemployment compensation to the extent required by State law.

ARTICLE 22 - ACCIDENT REPORTING

Section 1: Kalamazoo County employees are expected to perform their duties in a safe manner for their protection, as well as others with whom they come in contact.

- (a) If an employee has any question as to the safest way to do his/her job or suggestions for improved employee safety, he/she should contact his/her supervisor or department head.

Section 2: The purposes and merits of accident reporting are for the protection of the employee and will enable the Human Resources Department to expedite any necessary Workers' Compensation forms and claims, etc. The Human Resources Department will not be required to process Workers' Compensation claims without an accident report.

Section 3: The accident report should not be mistaken for a medical report. A formal medical report, if required, will be obtained from the attending physician(s) as named on the accident report.

Section 4: The Human Resources Department has a supply of accident reporting forms which are to be utilized at any time there is an accident or injury to a County employee regardless of the seriousness of the injury. These reports are to be submitted to the Human Resources Department no later than forty-eight (48) hours after the occurrence of the injury. If the individual injured is unable to complete the accident form, it will be the responsibility of the immediate supervisor or department head to do so.

ARTICLE 23 - HOLIDAYS

Section 1: An employee shall be entitled to holiday leave with pay on the following recognized holidays:

- | | |
|---------------------------|-----------------------------|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King Day | Third Monday in January |
| 3. Washington's Birthday | Third Monday in February |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4 |
| 6. Labor Day | First Monday in September |
| 7. Veterans' Day | November 11 |
| 8. Thanksgiving Day | Fourth Thursday in November |
| 9. Day after Thanksgiving | Fourth Friday in November |
| 10. Christmas Day | December 25 |
| 11. General Election Day | November |

Section 2: When any holiday enumerated above falls on Sunday, the immediately following Monday shall be observed as the holiday. When any enumerated holiday falls on Saturday, the immediately preceding Friday will be observed as the holiday.

Section 3: An additional holiday shall be available for employees to utilize between Christmas Day and New Year's Day, said holiday to be scheduled with, and is subject to, approval of the department head.

Section 4: If an employee is assigned to work a holiday, he/she shall receive, in addition to the aforementioned holiday pay, time and one-half the employee's regular hourly rate for all hours worked on said holiday.

Section 5: An employee of the Bargaining Unit shall be entitled to holiday pay when scheduled to work on Easter Sunday.

ARTICLE 24 - VACATIONS

Section 1: Every full-time employee in the County service shall be allowed vacation leave at the rate shown in the table below.

Section 2: Every continuing full-time employee in the County classified service shall be entitled to vacation leave with pay of four (4) hours for each completed biweekly work period of service, except that no employee shall be entitled to utilize such vacation leave until he/she has completed thirteen (13) biweekly work periods.

Section 3: Employees who have completed five (5) years of currently continuous service shall earn additional vacation leave with pay according to length of total classified service as follows:

- (a) For five or more, but less than ten years, sixteen (16) hours annually.
- (b) For ten or more, but less than fifteen years, thirty-two (32) hours annually.
- (c) For fifteen or more, but less than twenty years, forty-eight (48) hours annually.
- (d) For twenty or more years, sixty-four (64) hours annually.

Section 4: No vacation leave shall be authorized, accrued or credited in excess of two hundred forty (240) hours. An employee's vacation leave balance will be reported on his/her biweekly paycheck stub.

Section 5: An employee who transfers from one County agency to another shall be paid at his/her current rate of pay for his/her unused vacation leave. However, he/she may elect to transfer up to eighty (80) hours of accrued vacation leave. Vacation leave in excess of eighty (80) hours, up to a maximum of two hundred forty (240) hours may be transferred only with the prior approval of the department head to whose service the employee transfers.

Section 6: When an employee is separated from County classified service and such employee has completed thirteen (13) biweekly work periods, he/she shall be paid at his/her current rate of pay for his/her unused credited vacation leave, but in no case in excess of two hundred forty (240) hours. Annual leave shall not be allowed in advance of being earned. For the employees hired after January 1, 1986, the payoff of any accrued vacation at the time of retirement shall not be included in the calculation of final average compensation for retirement purposes.

Section 7: Although the County reserves the right to allocate vacations, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the County. An employee will not be permitted to take his/her vacation leave one day at a time, unless otherwise approved by the department head. An employee may utilize vacation leave only with the prior approval of the department head.

Section 8: An employee's termination date for seniority purposes may not be extended by the employee's using up any accrued vacation after his/her last day worked.

ARTICLE 25 - INSURANCE PROGRAMS

Section 1: Flexible Benefit Plan. All full-time bargaining unit employees shall be eligible to become members of the County's KalFlex insurance program. On an annual basis, each bargaining unit member shall have the opportunity to select the options then available under said flexible benefit plan.

The parties recognize that the plan year for KalFlex starts March 1st of each year. Any contemplated change in the KalFlex insurance will be communicated to the Union so that the Union has the opportunity to discuss said changes with the County during the normal bargaining process.

Section 1(a): An increase in retiree prescription co-pay from \$5.00/Rx, to \$5.00/generic Rx and \$10.00/name-brand Rx will be effective July 1, 2004.

Section 1(b): A retiree health insurance premium co-pay will be effective July 1, 2004 as follows:

< 8 years service credit with the County at time of retirement:		100%
At least	08 years service credit	35%
	09 years	30%
	10 years	25%
	11 years	20%
	12 years	15%
	13 years	10%
	14 years	05%
	15 years	00%

Disability Insurance.

Section 2: Each regular full-time bargaining unit employee shall be eligible for the County's Long-Term Disability Insurance Program.

Section 3: The Long-Term Disability Insurance Plan is also fully coordinated with the employee's sick leave accumulation. Such plan covers a disability after the employee has been disabled for three (3) months. A disabled employee is eligible for sixty (60%) percent of his/her regular salary under such plan provided the employee has exhausted his/her personal accumulation of sick leave. All other benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider.

Section 4: An employee on long-term disability will not be considered on active status for purposes of being eligible for the benefits of this Contract, but the County will continue to pay the cost of the employee's health insurance and the employee may continue dependent health insurance coverage at the employee's cost. The employee may continue, at his/her own cost, dental/vision insurance and dependent health, dental, and/or vision insurance during the long-term leave.

Section 5: The long-term disability insurance shall not be applicable to any injury or disability which is job related and covered by the Workers' Compensation Laws as set forth in Article 20.

Section 6: Notwithstanding any other provision of this Agreement, an employee who has been on administrative leave resulting from a disability shall be eligible to return to County employment upon the cessation of such leave. Upon return, the employee will be assigned to either the same position or a position similar to the assignment of the employee prior to such period of disability. This assignment will result in no loss of pay to the returning employee.

ARTICLE 26 - RETIREMENT PLAN

Section 1: New employees, upon hiring, will sign an application to participate in the KCE Retirement System as provided for in a resolution adopted by the Board of Commissioners on March 1, 1960, and as amended. Members of the County Retirement Plan who have attained or attain age sixty (60) years and have eight (8) or more years of credited service may retire if such application is made in compliance with the conditions set forth in the Retirement System Resolution. The County shall pay the full cost of said Retirement Plan. The multiplier to be utilized in Retirement Plan computations shall be 2.2%.

The Union may exercise an option and notify the County (written notice from Council 25's Representative) by December 1, 2007 if it wishes to purchase a 0.1% increase in the pension multiplier for the 2008-2009 contract year. If the Union timely exercises its option, it will increase the pension multiplier to 2.3%.

If the Union timely exercises its option for the 2008-2009 contract year, the negotiated wage increase for that year of the Agreement will be reduced by .07%. (i.e., at 1% wage increase will lead to a .3% increase in the wage scale).

ARTICLE 27 - UNIFORM ALLOWANCE

Section 1: Uniforms required by personnel, as defined by the County, at the Airport will be supplied and maintained by the County. Uniforms damaged or destroyed in the line of duty shall be replaced without charge by the County.

Section 2: Each employee who is required to wear safety shoes shall be entitled to a seventy-five (\$75.00) dollar voucher each calendar year for the purchase of such safety shoes. Employees may choose to use one hundred-fifty (\$150.00) dollars in one year, as permitted by this section, in which case they shall not be entitled to a seventy-five (\$75.00) dollar voucher in the following calendar year. The voucher can only be utilized at Okun Bros. Employees may purchase safety shoes elsewhere, but will be required to submit receipts, proof of "safety" shoe purchase and wait for reimbursement. Employees may, if they choose, utilize the yearly seventy-five (\$75.00) dollar allowance for repair of safety shoes they own. They must submit written proof of repairs, and the County will not reimburse employees' expenditures above seventy-five (\$75.00) dollar per year (or one hundred-fifty (\$150.00) dollars over a two-year period).

ARTICLE 28 - TUITION REFUND POLICY

Section 1: The County shall pay seventy-five percent (75%) up to \$500 a year for tuition for County employees taking approved high school or college courses, as outlined in a more detailed policy statement available from the Human Resources Director. Approved courses shall be those which provide for the systematic improvement of the knowledge or skills required in the performance of the employee's work or courses that, for other reasons, will be beneficial to the employee and the County. All courses shall be approved by the Human Resources Director prior to issuance of the tuition refund. The employees must remain in County service for a period of twelve (12) calendar months following completion of the course or courses or forfeit the tuition payment.

ARTICLE 29 - LONGEVITY COMPENSATION PLAN

Section 1: For employees hired before January 1, 2007 and who by October 1st of any year, complete six (6) or more years of continuous service with the County and who, as of the day of payment thereof in such year are still employed by the County, shall qualify for a lump sum longevity payment in December of that year which shall be computed on the following basis:

\$20.00 per year	After 6 years of service
\$25.00 per year	After 11 years of service
\$30.00 per year	After 16 years of service
\$35.00 per year	After 21 years of service
\$40.00 per year	After 26 years of service

- (a) Any eligible employee who retires under the provisions of the Kalamazoo County Retirement System, prior to October 1st of any year, shall receive longevity payment in pro rata amount for the time worked during that period.
- (b) In the case of death, the beneficiary of such deceased eligible employee shall receive the pro rata amount to the date of death.

ARTICLE 30 - MAINTENANCE OF DISCIPLINE

Section 1: Every County employee is expected to conduct himself/herself in a manner that will reflect credit upon the Kalamazoo County governmental organization of which he/she is a part. The Employer may adopt rules of conduct as it from time to time finds desirable to accomplish this end. When discipline of an employee is necessary, it will be of a corrective nature, when practical, rather than punitive. When new work rules or rules affecting the Agreement are adopted by the County, the Union shall be notified in writing prior to the adoption of the rules. The Union shall have the right to initiate a grievance relative to the reasonableness of such work rule or rules within ten (10) days of the receipt of such notification.

Section 2: Individual discipline penalties, including discharge, shall be for just cause. Allegations that such penalties are unjust may be processed through the grievance procedure.

Section 3: Employees are obligated to advise the Employer as far in advance as possible of any anticipated absence.

ARTICLE 31 - GENERAL

Section 1: The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the bargaining unit.

Section 2: All regular hours paid to an employee shall be considered hours worked for the purpose of computing any of the benefits under this Agreement.

Section 3: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 4: Employees shall be required to keep the Employer informed at all times as to their current addresses and telephone numbers. It is understood that any communication addressed to an employee at his/her last address on record with the Employer shall constitute notice to the employee of the contents of such communication.

Section 5: The Employer will not aid, promote nor finance any labor group or 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.

Section 6: The parties recognize that the County will continue to employ unit leaders and supervisors who will be performing bargaining unit duties. In addition to the performance of such duties, the unit leaders and supervisors will participate in supervision, instruction, investigation, and inspection.

The unit leaders and supervisors are responsible for their assigned buildings, facilities or areas. All overtime in such buildings, facilities and areas will continue to be equalized among all employees who are assigned to such buildings, facilities or areas who are qualified to perform the required work.

Section 7: If there is a significant revision of the job description of a bargaining unit position, a copy of the new job description shall be given to the Union.

Section 8: The County shall reimburse bargaining unit members at the current rate per mile for authorized use of their personal vehicles on behalf of the County as determined by the County Board of Commissioners.

Section 9: It is hereby agreed that the County has the right to hire temporary and/or seasonal employees. Temporary employees are hired pursuant to Board policy and are hired as replacements for regular employees on an authorized leave of absence or are hired as a result of additional duties in the department of a one-time, short-term duration. Temporary employees are not eligible for the benefits of this Agreement. If the job held by a temporary employee is converted into a regular position, the employee holding the position at the time of such conversion shall have first right to such position; provided such position has been posted and provided no qualified employees in the Bargaining Unit have bid on such posting. If a dispute arises as to whether or not a position is a regular position, the Union shall file a grievance at the Third Step of the grievance procedure.

Section 10: Bargaining Unit members shall be eligible to participate in the Kalamazoo County Worksite Wellness Program. Participation by individual unit members is completely voluntary. Individual participate results shall be kept strictly confidential between the contract provider and the Employee, provided this does not prohibit the normal reporting of names of participants for qualification incentives or for the collection and reporting of data which does not identify an individual participant. Participation or lack thereof shall not limit any members' rights under the collective bargaining agreement.


The Parties recognize that this plan is a County wide program. Neither the continuation of this plan in the future or the content of the plan or related incentives are subject to negotiation with this Union. Changes or amendments in the plan or its incentives will be made unilaterally by the County in its sole discretion and will be immediately applicable to the members of this unit upon notice.

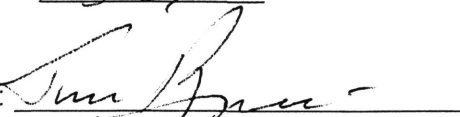
ARTICLE 32 - DURATION


Section 1: This Agreement shall become effective as of the 1st day of January 2007, and, subject to Article 16, Section 1, shall remain in full force and effect until the 31st day of December 2009, and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement. It is agreed by the parties that if either party requests negotiations for a successor Agreement prior to the period sixty (60) calendar days before the expiration date of this Agreement, then such negotiations will commence as soon as possible.

The parties hereto have executed this Agreement on the 10th day of January, 2007.

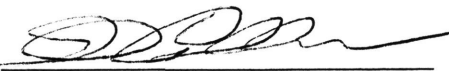
MICHIGAN COUNCIL #25, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
LOCAL NO. 1677 COUNTY OF
KALAMAZOO

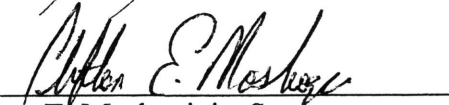
By: 
Marlen Boothby
Date: 1-5-07

By: 
Timothy Beaupre
Date: 1-5-07

By: 
Stacie Dineen
AFSCME Council 25
Date: 1-5-07

COUNTY OF KALAMAZOO

By: 
Gilbert A. Collver, Chairman
Kalamazoo County Aeronautics Board
Date: 1/10/07

By: 
Clifton E. Moshoginis, Secretary
Kalamazoo County Aeronautics Board
Date: 1/10/07

LETTER OF AGREEMENT

NOW COME the County of Kalamazoo and AFSCME Council 25 and hereby agree as follows:

1. The parties understand that the County Board authorized the Airport to hire an additional operational technician with the express intent that such additional position would be utilized in a manner so as to reduce the inordinate overtime expenditures incurred at the Airport.

2. Notwithstanding any provision of the Collective Bargaining Agreement between the parties relative to assignment, temporary assignment, transfer and work week, it is understood that the newly-created position may be utilized as a "relief person" so that the other regularly-scheduled Operations Technicians may have better opportunity to take advantage of the leave provisions of the Collective Bargaining Agreement. Such relief person may be assigned in such a manner to cover other employees' vacation leave, personal leave, sick leave, and other authorized leaves.

y:clients/kal county/airport/cba -2007-2009.



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

AFSCME - AIRPORT

Effective 01/01/2007

Increase %
2.0

Operations Technician

R 10	N	Entry	82.50%	Annual	27,164.80	Bi-Weekly	1,044.80	Hourly	13.06	1 1/2	19.59
	A	06 Mos	85.00%		27,684.80		1,064.80		13.31		19.97
	B	12 Mos	87.50%		28,246.40		1,086.40		13.58		20.37
	C	24 Mos	90.00%		28,745.60		1,105.60		13.82		20.73
	D	36 Mos	92.50%		29,307.20		1,127.20		14.09		21.14

Equipment Operator

R 11	N	Entry	82.50%	Annual	28,392.00	Bi-Weekly	1,092.00	Hourly	13.65	1 1/2	20.48
	A	06 Mos	85.00%		28,912.00		1,112.00		13.90		20.85
	B	12 Mos	87.50%		29,452.80		1,132.80		14.16		21.24
	C	24 Mos	90.00%		30,014.40		1,154.40		14.43		21.65
	D	36 Mos	92.50%		30,576.00		1,176.00		14.70		22.05

Equipment Operator II

R 12	N	Entry	82.50%	Annual	29,868.80	Bi-Weekly	1,148.80	Hourly	14.36	1 1/2	21.54
	A	06 Mos	85.00%		30,513.60		1,173.60		14.67		22.01
	B	12 Mos	87.50%		31,137.60		1,197.60		14.97		22.46
	C	24 Mos	90.00%		31,782.40		1,222.40		15.28		22.91
	D	36 Mos	92.50%		32,427.20		1,247.20		15.59		23.39

Airfield Technician

R 13	N	Entry	82.50%	Annual	33,633.60	Bi-Weekly	1,293.60	Hourly	16.17	1 1/2	24.26
	A	06 Mos	85.00%		34,382.40		1,322.40		16.53		24.80
	B	12 Mos	87.50%		35,172.80		1,352.80		16.91		25.37
	C	24 Mos	90.00%		35,984.00		1,384.00		17.30		25.95
	D	36 Mos	92.50%		36,857.60		1,417.60		17.72		26.58