

12/31/97

ORIGINAL FOR EXECUTION  
April 27, 1995

**AGREEMENT**

**By and Between**

**CAPITAL REGION AIRPORT AUTHORITY  
ACTING THROUGH THE  
AIRPORT AUTHORITY BOARD**

**AND**

**CAPITAL CITY AIRPORT CHAPTER OF LOCAL 1390,  
AFFILIATED WITH MICHIGAN COUNCIL #25,  
AFSCME, AFL-CIO**

**Termination Date: December 31, 1997**

*Capital Region Airport Authority*

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## AGREEMENT

This Agreement shall be effective upon execution by the parties, and shall terminate on the 31st day of December, 1997, and is by and between the **CAPITAL REGION AIRPORT AUTHORITY ACTING THROUGH THE AIRPORT AUTHORITY BOARD**, hereinafter referred to as either the "Airport Authority" or "Employer" and **CAPITAL CITY AIRPORT CHAPTER OF LOCAL 1390, AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME, AFL-CIO**, hereinafter referred to as the "Union".

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

### PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 1 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

Full-time, regularly employed Field Maintenance Groundspersons, Building Maintenance Mechanics, Terminal Maintenance Groundspersons, Maintenance Electricians, Refrigeration Mechanics and EXCLUDING all others including, but not limited to, supervisors, executives and casual employees.

**ARTICLE 2**  
**AID TO OTHER UNIONS; NO STRIKE CLAUSE;**  
**PAST PRACTICE AND WAIVER PROVISIONS**

**Section 1.** The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any other such group or organization for the purpose of undermining the Union.

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Director.

**Section 2.** This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

**Section 3. Waiver.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life 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.

**ARTICLE 3**  
**EMPLOYER RIGHTS**

**Section 1.**

- (A) **Operation.** The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America.
- (B) **Overtime.** The Employer or its designee has the right to schedule overtime work as required in a manner most advantageous to the department.
- (C) **Work Schedule.** The Employer or its designee shall have the right to determine schedules of working hours and days and to establish the methods and processes by which such work is performed.

- (D) **Discipline and Discharge.** The Employer or its designee reserves the right to discipline and discharge.
- (E) **Retention of Right.** The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc., including A, B, C, D, F, and G of this Section. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.
- (F) **Delegations.** No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.
- (G) **Direction of Work Force.** The Employer or its designee reserves the right to direct the work force and assign duties and responsibilities.

**Section 2.** The Employer shall have, within its discretion, the right to make, amend, supplement or delete rules and regulations. However, the Union Chapter Chairperson shall receive a copy of any new or modified rule or regulation twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation. If there is concern regarding the fairness of the rule or rule change, the Union Chapter Chairperson may request a special conference between the Union, the Director or his/her representative and the Chairperson of the Personnel Committee to discuss the rule.

#### **ARTICLE 4** **UNION DUES, REPRESENTATION FEES**

(1) The Employer agrees to deduct Union dues or Union representation fees from employees' paychecks to become effective the first payday of the month, following the employee's successful completion of six (6) months of employment as outlined in this section. The Employer shall send those dues, as provided hereunder, to the Union's designated financial officer.

The Employer also agrees to deduct from an employee's paycheck the initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes six (6) months of employment, as provided hereunder. This one-time deducted initiation fee shall be made on the first payday of the month, following the employee's successful completion of six (6) months of employment.



All employees covered by this Agreement as a condition of continued employment must either pay Union dues or representation fees as provided hereunder.

- (2) The following procedure shall be adhered to:
  - (A) The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
  - (B) All checkoff authorization forms shall be filed with the Employer, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.
  - (C) All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.
  - (D) The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
  - (E) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
  - (F) The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this section. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

(3) **Non-Compliance.** The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission. After receipt of the second notification by the Employer, the Employer shall terminate the employee from employment to be effective within thirty (30) days after receipt of the second notice from the Union. An exception to the requirement to terminate the employee is as follows:



Any employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment except, that such employee shall be required, in lieu of paying the monthly Union dues uniformly required of all Union members, to pay sums equal to such dues uniformly required of Union members to the American Cancer Foundation. However, the burden of proof of such tenets rests solely on the employee and it is incumbent upon the employee to substantiate any such claim.

(4) **Hold Harmless and Indemnification.** The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or termination of employment of an employee as required by #3 above, or in reliance upon any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

## **ARTICLE 5** **REPRESENTATION**

### **Section 1. Bargaining Committee**

- (A) The Bargaining Committee will include not more than two (2) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.
- (B) Two (2) employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting. Employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift. Negotiations shall take place at mutually agreed upon times. However, the Employer agrees to meet and negotiate during non-working hours if requested by the Union.

Time spent in negotiations shall not be counted for overtime purposes.

**Section 2. Chapter Chairperson and Steward.** The Employer recognizes the right of the Union to designate a Chapter Chairperson and a Steward.

The authority of the Chapter Chairperson and Steward so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances. Only one

(1) person at a time (either Chapter Chairperson or Steward) may investigate or present a grievance as authorized in Section 3 below.

**Section 3.** The Chapter Chairperson or the Steward, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer without leaving the job post, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. However, in no event shall the Chapter Chairperson or Steward leave his/her work for such purpose without first obtaining permission from his/her supervisor. The supervisor may require the Chapter Chairperson or Steward to investigate and/or present such grievance or grievances during other than working hours in the event that the supervisor believes that the workforce cannot be adequately covered during the time that the Chapter Chairperson or Steward desires to investigate or present grievances. The Supervisor shall not be arbitrary or capricious.

## **ARTICLE 6** **SPECIAL CONFERENCES**

**Special Conference Procedure.** The Employer and the Union shall meet and confer on matters of mutual concern upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations nor to in any way modify, add to or detract from the provisions of this Agreement.

The conference shall be held at a time, date and place mutually agreeable to the parties within ten (10) days of the receipt of the written request. The Employer agrees to meet during non-working hours if requested by the Union. Each party shall be represented by not more than three (3) persons, however, not more than one (1) employee shall be paid while attending a special conference and not more than two (2) employees may attend, unless mutually agreed otherwise.

## **ARTICLE 7** **GRIEVANCE PROCEDURE**

**Section 1.** The term "Grievance" as used in this Agreement is defined as an alleged violation of a term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step

or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

**Section 2.** Any employee having a grievance shall present it as follows:

**Step 1.** If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) days under the terms and requirements stated in Section 1 above, by submitting the written grievance to the Director of the Department. Within seven (7) days after receiving the written grievance from the employee, the Director shall give his/her written response to the grievance submitted. The seven (7) days shall not include the day the grievance was received by the Director.

**Step 2.** In the event that the grievant is not satisfied with the response of the Department Director given at Step 1 or in the event the Director deems it appropriate, either party may request a conference which shall be held within ten (10) working days after the written response of the Director given at Step 1. The persons who may be present at Step 2 are the grievant, the Chapter Chairperson or Steward, the Union business agent and/or the Union attorney, the Executive Director and/or the Assistant Airport Manager, the Director of the Department and/or Legal Counsel for the Capital Region Airport Authority. The parties may mutually agree to hold the conference beyond ten (10) days which must be confirmed in writing.

In the event that the parties cannot arrive at a mutually satisfactory resolution of the grievance at the meeting or any recessed session, then Step 3 shall commence.

**Step 3.** If the grievance is not resolved at Step 2, the Union Steward shall present a written demand for arbitration within ten (10) working days after the meeting at Step 2 to the Executive Director and to the American Arbitration Association for the selection of an arbitrator in accordance with American Arbitration Association procedures. Both parties to the dispute may be represented by counsel and present evidence and witnesses relative to the grievance. The rules of the American Arbitration Association shall apply unless specifically modified herein. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing. The fees and expenses of the arbitrator shall be shared equally.

**Step 4.** In the event that the Director of the Department or the Executive Director or the Union is not satisfied with the decision of the arbitrator, they may file a written appeal to the Airport Authority Board within five (5) working days after receipt of the arbitrator's decision, specifying the reasons for the appeal. A majority of the Airport Authority Board membership shall hear the appeal. The appeal decision shall be made by a majority of the quorum present. The Airport Authority Board shall hear the appeal within forty-five (45) days after it has been received. The decision of the Airport Authority Board shall be final and binding on the Union, the employee involved, the Airport Authority Management and Board. The Airport Authority Board shall render a decision within fifteen (15) days after hearing the appeal. Each party shall be afforded the opportunity of appearing before the Airport Authority Board to present arguments regarding the grievance. Each party may submit a written statement of the reasons why they think the decision of the Arbitrator should either be sustained or reversed or modified. Each party shall have thirty (30) minutes to present its arguments. No witnesses shall testify but any exhibits accepted by the Arbitrator may be submitted to the Board. The decision of the arbitrator shall be submitted to the Board as well as any briefs submitted to the arbitrator.

**Section 3.** The failure of either party to follow the time limits outlined herein shall result in the following:

- (A) If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.
- (B) In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered settled based upon the Employer's last answer or denied, as the case may be.

**Section 4.** When reference to days is made, only weekdays, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

**Section 5.** After a demand for arbitration has been made, the Union and Employer representatives shall proceed to arbitration within sixty (60) calendar days. If the arbitrator is not available within that sixty (60) days, another arbitrator shall be selected who will be available within that time frame. All arbitrations shall be commenced within sixty (60) days unless the parties agree to extend the time in writing.

**Section 6.** No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.



**ARTICLE 8**  
**DISCHARGE AND DISCIPLINE**

**Section 1. Discharge Notice.** The Employer agrees, upon the discharge or suspension of a non-probationary employee, to notify in writing the employee and his/her steward of the discharge or suspension. The written notice shall contain the reasons for the discharge or suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure.

**Section 2. Prior Discipline.** In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than four (4) years previously.

**Section 3.** For all non-probationary employees, discipline shall be for just cause.

**ARTICLE 9**  
**PROBATIONARY PERIOD**

All employees shall be considered probationary employees until the employee has completed six (6) months of work. The Director has the right to extend the probationary period of an employee up to an additional three (3) months. Notice of the Director extending the probationary period will be provided the employee and Union prior to the completion of the six (6) months. However, after completion of six (6) months of the probationary period, the employee shall receive whatever economic benefits he/she would be entitled to after six (6) months of employment. Any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, the employee shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge except for Union activities. The probationary employee can be terminated for any reason or for no reason by the Director except for Union activities. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence of any kind including sick leave, his/her probationary period shall be extended by a period equal to the duration of such absence.

**ARTICLE 10**  
**SENIORITY**

**Section 1. Definition.** Seniority shall be defined as the length of an employee's continuous paid service with the Department since the employee's last date of hire.

**Section 2. Seniority List.** The seniority list shall contain the names of all seniority employees and their length of service. The Employer will provide the Union, upon request, with a copy.

**Section 3. Loss of Seniority.** An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

- (A) He/she resigns or quits.
- (B) He/she is discharged or terminated by the Employer and not reinstated.
- (C) He/she retires.
- (D) He/she is convicted or pleads guilty or no contest to a felony.
- (E) He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.
- (F) Two (2) days unexcused absences on a regularly scheduled work day, unless the absences were due to circumstances beyond the control of the employee. The Employer may require verification of the circumstances. However, the Employer shall not be precluded from taking appropriate disciplinary action under any circumstances.
- (G) Unexcused failure to return from a leave of absence of any kind on the specified date for return (including sick leave), unless the failure to return was due to circumstances beyond the control of the employee. The Employer may require verification of the circumstances.
- (H) Material misrepresentation on his/her employment application which includes conviction of a felony.
- (I) Failure to return to work when recalled from layoff as set forth in the recall procedure.

## **ARTICLE 11** **LAYOFF AND RECALL**

In the event that a reduction in personnel is made, as determined within the sole discretion of the Employer, layoffs shall be by and within classifications. The five (5) separate classifications are: Field Maintenance, Building Maintenance Mechanics, Terminal Maintenance, Maintenance Electrician, Refrigeration Mechanic. In the event of a layoff, the last employee hired in the classification affected by the layoff shall be the first employee laid off. Employees shall be notified of their layoff at least ten (10) calendar days in advance. No employee laid off shall be permitted to bump into the Building Maintenance Mechanic, Maintenance Electrician and Refrigeration Mechanic classifications even if he/she has more seniority than the employee(s) in that classification. Bumping by seniority is permitted between the Field Maintenance and Terminal Maintenance classifications only. Employees wishing to



exercise their bumping rights must do so within two (2) work days after they receive notice of layoff by submitting written notice to the Director of the Maintenance Department. An employee exercising his/her bumping rights must be equally qualified to perform the work of the employee whom they are bumping.

The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position. However, no employee has recall rights into the Building Maintenance Mechanic, Maintenance Electrician or Refrigeration Mechanic positions, other than a laid off Building Maintenance Mechanic, Maintenance Electrician or Refrigeration Mechanic. Notification of recall shall be made by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall and return to work within seventy-two (72) hours of receipt thereof. If an employee fails to respond to a notice of recall within seventy-two (72) hours of receipt thereof, the Employer may assume that the employee has voluntarily quit.

## **ARTICLE 12** **SUPPLEMENTARY EMPLOYMENT**

**Section 1.** No employee shall hold a full-time job, or its equivalent, in addition to his/her regular full-time Authority employment. Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

- (A) That the additional employment must in no way conflict with the employee's hours of Authority employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her Authority duties, as determined within the sole discretion of the Employer.
- (B) The Executive Director, or his/her designee, shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be at least seventy-two (72) hours prior to engaging in supplemental employment.
- (C) That he/she keep the Executive Director informed of contemplated changes in his/her supplemental employment.

## **ARTICLE 13** **JOB POSTINGS AND EMPLOYEES** **WORKING IN A HIGHER CLASSIFICATION**

**Section 1.** Prior to filling a vacancy within the bargaining unit, it shall be posted for seven (7) working days. Employees interested shall apply in writing within the seven (7) working days' posting period. The Employer reserves the right to select the person who it believes is best suited for the position from either within or outside of the bargaining unit.

**Section 2.** Employees required to work in a higher classification within the bargaining unit shall be paid the rate of the higher classification after working in the higher classification for three (3) consecutive working days.

**Section 3.** Once an employee applies for another bargaining unit position and is selected by the Employer, he/she shall be required to accept that position.

**Section 4. Trial Period.** After completion of the probationary period, any employee who is promoted or transferred to another position within the bargaining unit shall have up to a thirty (30) work day trial period. During that thirty (30) work days, the Employer can return the person to his/her former position. The Employer shall provide the employee with written reasons based upon job performance for returning the employee to his/her former position. The employee may return to his/her former position within the first ten (10) work days and must give written reasons for wanting to return. The decision to return an employee to his/her former position shall not be grievable beyond Step 2 of Article 7. Any scheduled work day missed by the employee shall extend the period for like amount of time.

The above thirty (30) work day trial period does not include an employee who occupies a position on a "temporary" basis.

In the event the position that an employee was promoted or transferred from is eliminated during the trial period and he/she subsequently is required to return to the former position, under those circumstances, the seniority and layoff provisions of the contract will apply.

#### **ARTICLE 14** **MILITARY LEAVE**

- (A) The Employer shall adhere to all mandatory state and federal laws dealing with military leaves of absence.
- (B) Non-probationary employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is permitted under this provision.

#### **ARTICLE 15** **LEAVE OF ABSENCE OTHER THAN MILITARY**

**Section 1.** An employee in the bargaining unit may be allowed a leave of absence without pay and without loss of his/her employment status within the sole discretion and upon approval of the Executive Director or his/her authorized designee for the following reasons:

settlement of an estate, serious illness of a member of the employee's family, child care, extended trip or education.

**Section 2.** An employee granted leave of absence without pay shall be restored to his/her position on the expiration of the leave, or if approved by the Executive Director, before the expiration of the leave.

**Section 3.** If the position of an employee who has been granted leave of absence without pay is abolished during his/her absence, he/she shall be entitled to the next position that becomes available for which he/she may be qualified or that employee may exercise his/her seniority rights under the layoff and recall provisions of the contract. Further, seniority for layoff and recall process only shall continue while the person is on an authorized, unpaid leave of absence.

**Section 4.** An employee on an unpaid leave of absence exceeding fifteen (15) calendar days per year shall not have his/her fringe benefits continue and/or accumulate during the leave. Fringe benefits that will not continue during that time, include, but are not limited to, vacation, sick leave, longevity, health insurance, life insurance, holidays, retirement and personal leave. Seniority for layoff and recall purposes only shall continue while an employee is on an approved leave of absence authorized under this Article.

## **ARTICLE 16** **UNION BULLETIN BOARDS**

The Employer agrees to furnish the Union bulletin board space to be used solely for notices and bulletins pertaining to the following: Union meetings, Union elections, and Union non-political recreational or non-political social events.

Any item on the bulletin board not conforming to the above may be removed by the Employer.

## **ARTICLE 17** **NEW CLASSIFICATIONS**

The Employer reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Employer shall notify the Union prior to it becoming effective. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within one (1) week after receipt of notice from the Employer. The Employer shall meet and discuss the same, if notified by the Union within that one (1) week period. In the event the parties cannot reach an agreement, the Employer may implement its last best offer.

**ARTICLE 18**  
**PART-TIME EMPLOYEES AND ASSIGNMENTS**

- (A) The Employer reserves the right to hire part-time employees to be paid by wages only without any fringe benefits to perform bargaining unit work.
- (B) Assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, vacated positions, or for any other reason may be made by the Employer. The Employer may require an employee to work in any position or classification.
- (C) Supervisors, and other non-bargaining unit personnel including but not limited to co-op students, and grant funded persons may perform bargaining unit work at any time. Such persons shall not be covered by the terms of this contract.

**ARTICLE 19**  
**SUBCONTRACTING**

The Employer reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting bargaining unit work, the Employer shall provide sixty (60) calendar days notice to the Union if an employee is to be laid off due to subcontracting. Upon request, the Employer shall meet with Union officials to discuss the proposed subcontracting within the sixty (60) days. However, the decision to subcontract is not grievable and shall be within the Employer's sole discretion. In the event that an employee is scheduled to be laid off due to subcontracting and does not find other employment by the second week after being laid off, then under such circumstances, the Employer shall provide three (3) weeks severance pay to that employee(s).

**ARTICLE 20**  
**JURY DUTY**

Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least one (1) hour remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

An employee who works on other than the day shift who serves on jury duty shall have three (3) hours off after serving on jury duty and the start of his/her shift or three (3) hours off from work before the start of jury duty.

**ARTICLE 21**  
**WORKING HOURS AND COFFEE BREAKS AND CALL IN OVERTIME**

The starting and quitting times of employees may be changed by the Employer. The Employer will provide ten (10) calendar days notice prior to such changes unless there are manpower shortages, illness, employees absent from work, an emergency situation, weather problems, or for any unforeseeable circumstances.

- (A) Employees shall be allowed sixty (60) minutes unpaid lunch in their work day (nine (9) hour day, one (1) hour unpaid lunch) at times determined by their Supervisor.
- (B) Employees may take a fifteen (15) minute coffee break in the A.M. and also a fifteen (15) minute coffee break in the P.M., with the approval of their supervisor. Breaks not taken shall not accumulate. The supervisor shall not be arbitrary and capricious in the denial of breaks.
- (C) An employee called in for overtime shall be guaranteed at least two (2) hours' pay. This does not apply to an employee who does not leave the premises and works beyond his/her normal shift nor does it apply to an employee called in two (2) hours or less before his/her regular shift is to start.
- (D) At the commencement of Daylight Savings Time, employees may work "Summer Hours" and under such circumstances shall be allowed a thirty (30) minute unpaid lunch break in their work day (eight and one-half (8-1/2) hour day, one-half (1/2) hour unpaid lunch) at times determined by their supervisor. The decision to go to Summer Hours is within the Employer's discretion.

**ARTICLE 22**  
**SICK LEAVE**

**Section 1.** Each full-time employee shall earn sick leave with pay of one-half (1/2) work day (4 hours) for each completed Employer compensated bi-weekly work period. However, probationary employees are not eligible to use sick leave until after they have completed probation. If their employment is terminated prior to the completion of the probationary period, all sick leave is forfeited.

**Section 2.** Any utilization of sick leave allowance by an employee must be in accordance with the procedures established by the Director of Maintenance.

**Section 3.** Sick leave may be utilized by an employee in the event of his/her illness, injury, or exposure to contagious diseases which would endanger others or when their spouse,



parents and/or minor children are ill or injured which requires the employee's care.

**Section 4.** Sick leave may be utilized by an employee for appointments with a dentist to the extent of time required to complete such appointments. The employee shall arrange those appointments on non-duty hours. Under such circumstances the employee shall make a request for sick leave use at least forty-eight (48) hours in advance.

**Section 5.** Sick leave shall not be allowed in advance of benefits. An employee who has insufficient sick leave credits to cover a period of absence, no advance sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the period in which the absence occurred.

**Section 6.** In case of work-incapacitating injury or illness from an accident while receiving Michigan Worker's Compensation benefits, such employee, at the discretion of the Executive Director, may be allowed salary payment which, with his/her Worker's Compensation benefit, equals up to two-thirds (2/3) of his/her regular salary or wages. The employee shall earn sick leave.

**Section 7.** Written notice shall be given to each employee when sick leave credits are used on their payroll checks.

**Section 8.** An employee who separates from Authority employment in accordance with the provisions of Authority retirement policy and is receiving retirement benefits shall be paid for fifty percent (50%) of his/her unused sick leave. Such payment shall be made at the employee's current rate of pay.

**Section 9.** In case of the death of an employee, payment of benefits for his/her unused earned sick leave shall be made to his/her beneficiary. Such payment shall be made at his/her last rate of pay.

**Section 10.** All sick leave used shall be verified by the employee with the Executive Director. The Director may require which could include a doctor's verification. Excessive use of sick leave shall be cause for disciplinary action, including discharge.

**Section 11.** The Director may require that an employee present medical certification of his/her physical or mental fitness to continue working.

**Section 12.** Employees who are laid off shall have available for use the sick leave previously earned, effective at the time they are recalled.

**Section 13.** All payments for sick leave shall be made at the employee's current rate of pay.



**Section 14.** An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He/she cannot be paid for both on the same day, nor will he/she be charged for a day of sick leave.

**Section 15.** Upon resignation or dismissal from employment, all sick leave credits shall be canceled and shall not be reinstated or paid for except that in the event an employee who is dismissed and who is subsequently reinstated pursuant to the grievance procedure, sick leave credits will be reinstated.

**Section 16. Physical and Mental Examination.** The Employer reserves the right to require an employee, at the Employer's expense, if not covered by insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty in performing his/her duties, or (2) on return from any kind of leave of absence including but not limited to vacation, sick leave, or layoff. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of said examination, the Employer may terminate the employment of the employee.

**Section 17.** Employees who become ill due to their pregnancy shall adhere to and utilize the sick leave provisions as provided in Article 22.

## **ARTICLE 23** **FUNERAL LEAVE**

**Section 1.** If a death occurs among a member of an employee's immediate family, i.e. spouse, child or parent, the employee will be excused from work to attend the funeral and make other necessary arrangements for up to five (5) days from date of death to two (2) days after the funeral, the last three (3) days to be charged against earned sick leave. Additional time may be granted by the Executive Director which shall be charged against earned sick leave or vacation accumulations or personal leave.

**Section 2.** In the event of a death of an employee's foster parent, parent-in-law, brother, sister, grandfather, grandmother or grandchild, the employee will be excused from work to attend the funeral and make other necessary arrangements for up to two (2) days, without loss of pay. Additional time may be granted by the Executive Director which shall be charged against earned sick leave or vacation accumulations or personal leave.

**ARTICLE 24**  
**TIME AND ONE-HALF AND DOUBLE TIME**

(A) Time and one-half will be paid as follows:

For all hours over eight (8) in one day or forty (40) in one week.

(B) Double time will be paid as follows:

1. For all hours worked on Saturday or Sunday.
2. For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.

**ARTICLE 25**  
**RETIREMENT/PENSION**

The Employer shall continue the retirement program in effect on January 1, 1987 for employees in the bargaining unit. This program is provided through the Municipal Employees Retirement System, Benefit C-1. The Employer shall pay all contributions. Effective May 1, 1988, the Employer shall add the F-55 benefit.

Effective after this contract is executed in 1993, the Employer shall provide employees in the bargaining unit the MERS B-2 plan. The Employer shall continue the F-55 benefit.

**ARTICLE 26**  
**DENTAL INSURANCE COVERAGE**

During the term of this Agreement the Employer agrees to continue the following Dental Plan:

Class I Benefits Basic Dental Services Plan pays fifty percent (50%).  
Class II Benefits Prosthodontic Central Services Plan pays fifty percent (50%). The plan pays a maximum of Eight Hundred and No/100 Dollars (\$800.00) per person total per contract year on Class I and Class II Benefits. The plan requires a pre-determination of any dental work to be done in excess of Two Hundred and No/100ths Dollars (\$200.00).

**ARTICLE 27**  
**VACATION LEAVE**

**Section 1.** Each non-probationary full-time employee shall earn vacation leave with pay of one-half (½) working day (four (4) hours) for each completed bi-weekly Employer compensated work period of service. If an employee completes his/her probationary period, he/she shall be credited with vacation as provided above. Failure to complete the probationary period shall result in a forfeiture of all such vacation leave.

**Section 2.** All employees who have completed five (5) years of currently continuous service shall earn additional annual leave with pay according to length of total service as follows:

For five (5) or more, but less than ten (10) years, two (2) days (sixteen (16) hours) annually;

For ten (10) or more, but less than fifteen (15) years, four (4) days (thirty-two (32) hours) annually;

For fifteen (15) or more, but less than twenty (20) years, six (6) days (forty-eight (48) hours) annually;

For twenty (20) or more years, eight (8) days (sixty-four (64) hours) annually.

Employees shall receive 1/26th of the above additional leave credited with each pay period.

**Section 3.** No annual leave shall be authorized, accumulated or credited in excess of thirty (30) days (two hundred forty (240) hours).

**Section 4.** When an employee who has completed at least thirteen (13) bi-weekly work periods is separated from the Authority, he/she shall be paid at his/her current rate of pay for his/her unused earned credited annual leave, but in no case in excess of thirty (30) days (two hundred forty (240) hours).

**Section 5.** Annual leave shall not be allowed in advance of being earned. If an employee has insufficient annual leave credits to cover a period of absence, no allowance for annual leave shall be posted in advance or in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

**Section 6.** An employee may utilize annual leave only with the prior approval of the Director.

**Section 7.** An employee's vacation pay will be based on his/her regular wage rate.

**Section 8.** Vacation leaves shall be granted to employees covered hereby by the Director of the Department of Maintenance, provided such vacations will not interfere with the efficient operation of the Department. Vacation requests should be made by April 30 preceding the period requested. Employees are granted vacation in accordance with a first come, first serve basis. If determination cannot be made which request was first, vacation leaves will be granted on a seniority basis. Vacation requests submitted after April 30 may be granted by the Director within his/her discretion. Any denials shall not be arbitrary and capricious.

## **ARTICLE 28** **EDUCATIONAL REIMBURSEMENT**

An employee who takes and completes a job related course at an accredited college, university, or other certified educational institution may be reimbursed for his/her tuition and books under the following terms and conditions:

**Section 1.** Any course which, in the sole opinion of the Executive Director, pertains directly to an Employee's job and has the potential of materially improving the Employee's skill, is eligible for reimbursement.

**Section 2.** The Employee must complete the course with a "C" or better grade to be eligible for reimbursement. Proof of satisfactory completion and grade must be submitted with the request for reimbursement.

**Section 3.** Eligible expenses include the cost of tuition or registration and up to \$150.00 for books and supplies/equipment. Supplies/equipment so purchased may remain the property of the Employer as determined by the Executive Director.

**Section 4.** Attendance at approved courses must occur during off duty hours without hourly Employer compensation.

**Section 5.** Requests for tuition reimbursement shall be made to the Employee's supervisor, in writing, at least ten (10) working days prior to the start of the course unless waived by the Employer. The supervisor shall submit the request to the Executive Director who will have sole discretion and authority to approve or disapprove the request.

## **ARTICLE 29** **UNEMPLOYMENT INSURANCE**

The Employer agrees to provide unemployment insurance as required by law.

**ARTICLE 30**  
**LONGEVITY PAY**

**Section 1.** All regular full-time employees shall be eligible to receive longevity pay for the length of continuous service with the Employer according to the following rules and schedule of payment.

**Section 2.** The longevity period, after meeting the other requirements, is the twelve (12) month period beginning October 1st of each year and ending September 30th. For longevity purposes, a year of full-time service is defined as two thousand eighty (2080) Employer compensated hours between October 1st and September 30th of each year.

**Section 3.** Longevity shall be computed as a percentage of the employee's regular annual base wage except as otherwise provided hereunder. Base wage shall be that wage which an employee is being paid on October 1st. The annual base wage shall be equal to the employee's hourly rate times two thousand eighty (2080) hours as of October 1st. Base wage shall not include overtime or other premium pay. Notwithstanding any contrary provisions contained in this contract, there shall be a maximum cap on longevity to a salary of Twenty-Six Thousand and No/100ths Dollars (\$26,000.00) effective October 1, 1991.

**Section 4.** The date of hiring a full-time employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed five (5) years of active full-time continuous Employer paid service as of October 1st of any year.

**Section 5.** After establishing initial eligibility, employees must be actively employed and Employer compensated for two thousand eighty (2080) hours during a longevity year to receive longevity payment on December 1st. Employees who have qualified for a longevity payment in previous years and are not Employer compensated for two thousand eighty (2080) hours during the longevity year, shall receive a longevity payment on a pro-rata basis. Employees who leave employment and then return must start all over again to be eligible for longevity.

**Section 6.** The annual longevity payment, payable December 1st of each year, for eligible employees is as follows:

5 or more, but less than 10 years	2% of annual base wage
10 or more, but less than 15 years	3% of annual base wage
15 or more, but less than 20 years	4% of annual base wage
20 or more years	5% of annual base wage

Longevity shall be paid on a maximum salary to Twenty-Six Thousand and No/100ths (\$26,000.00) Dollars, effective October 1, 1991.



**ARTICLE 31**  
**PERSONAL LEAVE**

**Section 1.** Two (2) days (sixteen (16) hours) of personal leave shall be credited to each full-time employee upon entering into employment and shall be available for use upon approval of the Director, for personal purposes, including time off for voting, religious observance, and necessary personal business. Thereafter, two (2) days of personal leave shall be credited each year during the pay period which includes January 10, except that no more than two (2) days (sixteen (16) hours) shall be credited in any calendar year. Personal leave shall be utilized and charged in increments of not less than two (2) full hours. Employees shall obtain the approval of the Director prior to being absent for all, or any part, of a personal leave day. Unused personal leave shall not be carried over from year to year.

**Section 2.** Earned personal leave which has not been used by January 1 of any year shall be paid within thirty-one (31) days at the employee's hourly rate as of December 31 of the year personal leave was earned.

**ARTICLE 32**  
**HOLIDAYS**

**Section 1.** On the following holidays, non-probationary full-time employees shall be allowed eight (8) hours paid absence from work except as hereafter provided:

New Years Eve Day, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Presidents' Day, Christmas Eve Day, Christmas Day and Veteran's Day.

**Section 2.** The Director may require employees to work on paid holidays.

**Section 3.** Employees must work the day before and the day after a holiday to be eligible for holiday pay unless excused by the Director.

**ARTICLE 33**  
**HOSPITALIZATION - MEDICAL COVERAGE-EXTENDED**  
**DISABILITY PLAN LIFE INSURANCE**

**Section 1.** The Employer agrees to continue the present basic and major medical health insurance plan; the present long term disability and income protection benefits plan, and group life insurance including accidental duty death benefits as long as it is available from the State of Michigan for bargaining unit employees and subject to the following conditions.



**Section 2.** The Employer and Union agree that any changes made by the State of Michigan as it pertains to the basic and major medical health insurance plan, long term disability and income protection benefits plan and group life insurance, including accidental duty death benefits, shall apply to all employees in the bargaining unit, if permitted by the State and the State's insurance carrier.

**Section 3.** It is understood between the parties hereto that the Airport Authority has no control over the benefits described in this Article. Therefore, the parties agree to abide by whatever policy coverage changes or monetary contribution changes which are made by the State of Michigan for the benefits obtained through the State plan.

**Section 4.** In the event that the State of Michigan no longer provides the benefits described in this Article for Authority employees, the parties hereto shall enter into immediate negotiations in an attempt to agree upon a substitute.

**Section 5.** Employees may enroll, as an alternate to the present hospitalization/medical coverage, in any HMO or PHP (Physicians Health Plan) available in the area. The Employer's contribution toward payment of the premium shall not exceed that which is contributed to the present medical health insurance plan. Any additional premium required shall be paid by the employee through payroll deduction.

Employees hired on or after March 6, 1995, shall pay the difference between the lower-cost health plan and the higher-cost health plan if that employee selects the higher-cost health plan. Payment shall be made by payroll deduction. (Employees shall pay any required co-pay cost on Blue Cross-Blue Shield if they select Blue Cross-Blue Shield.)

The above paragraph shall apply to employees who are employed prior to March 6, 1994 if they switch from the lower-cost plan to the higher-cost plan after March 6, 1995.

#### **ARTICLE 34** **COMPENSATORY TIME**

**Section 1.** Employees covered by this Agreement have the option to exchange overtime hours earned for comp. time at the rate of time and one-half (1-1/2), under the following conditions:

- (A) Eighty (80) hour maximum accrual at any one time.
- (B) Any usage or partial usage of accumulated comp. time will be charged against the maximum and may accumulate to eighty (80) hours again.
- (C) Accumulated comp. time will be paid off upon severance of employment or retirement at the same rate it was earned.

- (D) In order to receive the comp. time, the employee must designate that choice on their timecard for the pay period, otherwise, the employee will receive pay for the time worked.
- (E) An employee may utilize earned comp. time only with the prior approval of the Director or his/her designee.
- (F) Employees will be granted comp. time in accordance with a first come, first serve basis. If determination cannot be made which request was first, comp. time will be granted on a seniority basis subject to (e), above.

### **ARTICLE 35** **NIGHT SHIFT PREMIUM**

The Employer reserves the right to establish a shift schedule other than 7:00 A.M. to 4:00 P.M. In the event that the Employer establishes a shift for full-time employees which results in a majority of regularly-scheduled hours being worked after 4:00 P.M., the Employer shall pay a sixty cents (60¢) per hour shift premium for all hours worked on that shift. (Example: Shift starts at 2:00 p.m. Employee works from 2:00 p.m. to 10:00 p.m. Employee will receive the 60¢ per hour shift premium for the entire 8 hours worked). Notwithstanding the above, the sixty cents (60¢) per hour premium does not apply to overtime hours worked by any employee who is not regularly scheduled to work a shift which results in a majority of regularly-scheduled hours being worked after 4:00 P.M. It is within the Employer's sole discretion whether or not to establish such shift or shifts and such decision shall not be grievable. The Employer shall adhere to Article 13, Section 1, if it establishes a night shift.

### **ARTICLE 36** **EQUIPMENT BOARD**

**Section 1.** Prior to the procurement of new vehicles and new equipment to be utilized by the Maintenance Department the same shall be reviewed by an Equipment Board composed of the following:

- (A) The Director of Maintenance Department or his/her designee;
- (B) The Executive Director or his/her designee; and
- (C) Representative designated by the Union.

The Equipment Review Board shall make recommendations as to the type, details and specifications of vehicles and equipment to be purchased, and shall include the use and/or reason for purchasing. These recommendations shall be submitted to the Authority Board,

prior to purchase, and the Board, within its sole discretion, shall make the final determination. The decision of the Board shall not be grievable.

**Section 2.** If the Employer requires an electronic recall system within the terminal building maintenance, this shall be subject to a special conference per Article 6.

**ARTICLE 37**  
**SUPPLIES/FACILITIES/UNIFORMS**

The Employer will provide the following:

- (A) Four (4) cots
- (B) Cooking and eating facilities
- (C) One locker per employee with the dimensions of 16" wide x 70" high x 20" deep
- (D) The Employer shall supply the uniforms and articles of clothing it deems appropriate.

**ARTICLE 38**  
**SAVINGS CLAUSE**

If any provision of this Agreement is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 39**  
**WAGES**

The wage scales stated in Attachment A are incorporated by reference into this contract. The wage rates shall be retroactive for employees employed on the date of ratification by the Employer.

**ARTICLE 40**  
**HEADINGS**

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

**ARTICLE 41**  
**GENDER CLAUSE**

Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa.

**ARTICLE 42**  
**GRANT FUNDED POSITIONS**

The Employer reserves the right to hire or use employees or persons whose positions are funded by a State, Federal, or local grant. Those persons shall not be subject to the terms and conditions of employment set forth herein nor covered by this Agreement unless specifically mandated otherwise by the grant.

**ARTICLE 43**  
**HAND TOOLS**

Employees are required to provide their own non-power hand tools necessary to perform their duties unless otherwise supplied by the Employer. Some examples of tools which employees are required to supply for their use during duty hours are pliers, screwdrivers and wrenches.

The Employer agrees to replace stolen or broken tools which occur on Employer property during work hours and which is not caused by the employee's negligence or carelessness. The following conditions shall also apply. The employee must provide a list of his/her tools to the Employer prior to the Employer's requirement to replace such tools. The Employer will determine the necessary tools for each employee and the type of tool replacement if tools are stolen or broken. The employee's list of tools is to be updated and submitted to the Employer as new tools are acquired by the employee. This contract provision shall automatically expire on December 31, 1997 and shall not continue thereafter unless agreed to in writing by the Employer.

**ARTICLE 44**  
**UNIFORM USE**

Uniforms, all other articles of clothing, I.D., equipment and supplies provided by the Employer shall only be used while on duty. However, employees may wear their uniforms from home to work and from work to their home.

**ARTICLE 45**  
**DEFERRED COMPENSATION**

The Employer agrees to deduct a percentage of an employee's wages to be placed in a deferred compensation plan upon written authorization of the employee. The obligation of the Employer shall cease if the deferred compensation plan is discontinued by the insurance carrier. Notwithstanding any contrary provision, there shall not be any cost to the Employer for providing the above. The only obligation of the Employer is to deduct wages to be placed in the deferred compensation plan of the employee.

**ARTICLE 46**  
**LICENSES**

Any special license or permit required by state or federal statutes or regulations or required by the Employer as a special term or condition of employment shall be paid for by the Employer. Examples are CDL licenses and Pesticide licenses. This shall not include other licensures and permits which are obtained and/or required for needs outside the scope of employment, such as a driver's license.

If testing is required during the normally scheduled working hours of the employee, the employee shall be compensated by the Employer for the same at their regular rate of pay.

**ARTICLE 47**  
**FAMILY AND MEDICAL LEAVE**

The parties agree that each has the right to exercise its rights under the federal Family and Medical Leave Act.

**ARTICLE 48**  
**TERM OF THIS AGREEMENT**

**Section 1.** This Agreement shall become effective upon execution by the parties and it shall continue in full force and effect until 11:59 p.m. on the 31st day of December, 1997.

**Section 2.** Upon the written request of either party to this Agreement, both parties shall commence negotiations for a new Agreement within ninety (90) days prior to the expiration thereof.

**IN WITNESS WHEREOF,** the parties have set their hands to this Agreement as indicated below.

**CAPITAL CITY AIRPORT CHAPTER  
OF LOCAL 1390, AFFILIATED  
WITH MICHIGAN COUNCIL #25,  
AFSCME, AFL-CIO**

By Michael Castilla

Dated: MAY 1, 1995

By David J. Citter

Dated: 5-1-95

By William M. Lawrence

Dated: 5/2/95

**CAPITAL REGION AIRPORT  
AUTHORITY ACTING THROUGH  
THE AIRPORT AUTHORITY BOARD**

By Roy Croop  
ROY CROOP, Chairperson

Dated: 5/8/95

By Mary Lou Nachreiner  
MARY LOU NACHREINER, Secretary

Dated: 5/8/95

By Joseph C. Mucib

Dated: 5/8/95



**ATTACHMENT A**  
**CAPITAL REGION AIRPORT AUTHORITY**  
**MAINTENANCE SALARIES**

**Effective January 1, 1995\***

	Field Maintenance	Terminal Maintenance	Building Maintenance Mechanic	Building Maintenance Electrician	Building Refrigeration Mechanic
	<u>Annual Hourly</u>	<u>Annual Hourly</u>	<u>Annual Hourly</u>	<u>Annual Hourly</u>	<u>Annual Hourly</u>
Minimum	24,574.92/11.81	24,574.92/11.81	29,583.80/14.23	32,495.29/15.62	32,495.29/15.62
End of 1 year	28,054.02/13.49	28,054.02/13.49	32,914.74/15.83	33,432.88/16.08	33,432.88/16.08
End of 2 years	29,361.72/14.11	29,361.72/14.11	34,000.39/16.35	34,567.88/16.62	34,567.88/16.62
End of 3 years	30,101.94/14.48	30,101.94/14.48	34,938.00/16.80	35,480.82/17.06	35,480.82/17.06
End of 4 years	30,768.13/14.79	30,768.13/14.79	36,023.62/17.32	36,517.09/17.56	36,517.09/17.56

\* Retroactive for employees employed on the date of ratification by the parties.

**Effective January 1, 1996**

	Field Maintenance	Terminal Maintenance	Building Maintenance Mechanic	Building Maintenance Electrician	Building Refrigeration Mechanic
	<u>Annual Hourly</u>	<u>Annual Hourly</u>	<u>Annual Hourly</u>	<u>Annual Hourly</u>	<u>Annual Hourly</u>
Minimum	25,312.17/12.16	25,312.17/12.16	30,471.31/14.66	33,470.15/16.09	33,470.15/16.09
End of 1 year	28,895.64/13.89	28,895.64/13.89	33,902.18/16.30	34,435.87/16.56	34,435.87/16.56
End of 2 years	30,242.57/14.53	30,242.57/14.53	35,020.40/16.84	35,604.92/17.12	35,604.92/17.12
End of 3 years	31,005.00/14.91	31,005.00/14.91	35,986.14/17.30	36,545.24/17.57	36,545.24/17.57
End of 4 years	31,691.17/15.23	31,691.17/15.23	37,104.33/17.84	37,612.60/18.09	37,612.60/18.09

## ATTACHMENT A

Effective January 1, 1997

	Field Maintenance	Terminal Maintenance	Building Maintenance Mechanic	Building Maintenance Electrician	Building Refrigeration Mechanic
	<u>Annual Hourly</u>	<u>Annual Hourly</u>	<u>Annual Hourly</u>	<u>Annual Hourly</u>	<u>Annual Hourly</u>
Minimum	26,071.53/12.53	26,071.53/12.53	31,385.45/15.10	34,474.25/16.57	34,474.25/16.57
End of 1 year	29,762.51/14.31	29,762.51/14.31	34,919.25/16.79	35,468.94/17.06	35,468.94/17.06
End of 2 years	31,149.85/14.97	31,149.85/14.97	36,071.01/17.35	36,673.06/17.63	36,673.06/17.63
End of 3 years	31,935.15/15.36	31,935.15/15.36	37,065.72/17.82	37,641.60/18.10	37,641.60/18.10
End of 4 years	32,641.91/15.69	32,641.91/15.69	38,217.46/18.37	38,740.98/18.63	38,740.98/18.63