

12/31/97

ORIGINAL FOR EXECUTION
MAY 15, 1995

AGREEMENT

BETWEEN
THE

CAPITAL REGION AIRPORT AUTHORITY
ACTING THROUGH THE AIRPORT AUTHORITY BOARD

And

POLICE OFFICERS LABOR COUNCIL

CAPITAL REGION AIRPORT
PUBLIC SAFETY DEPARTMENT
SERGEANTS UNIT

January 1, 1994 - December 31, 1997

Capital Region Airport Authority

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PREFACE

The Capital Region Airport Authority and the Police Officers Labor Council, Capital Region Airport Public Safety Department Sergeants Unit recognize their moral and legal responsibilities under Federal, State, and Local laws relating to fair employment and affirmative action practices.

The Airport Authority and the Union recognize the legal principles involved in the area of civil rights and have reaffirmed in this collective bargaining agreement their commitment not to discriminate because of race, creed, color, sex, national origin, age, marital status, handicap and political affiliation or beliefs as required by law.

GENDER

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

AGREEMENT

This Agreement, effective this 1st day of January, 1994, and terminating on the 31st day of December, 1997, 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 **POLICE OFFICERS LABOR COUNCIL, CAPITAL REGION AIRPORT PUBLIC SAFETY DEPARTMENT SERGEANTS UNIT**, hereinafter referred to as the "**Union**." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE 1. RECOGNITION OF THE UNION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of the State of Michigan of 1965, as amended, the Employer hereby grants sole and exclusive recognition to the Union for the purpose of collective bargaining for all employees covered by the bargaining unit.

Section 2. The bargaining unit consists of all regular full-time employees of the Department of Public Safety whose positions are classified as Sergeant. All other employees of the Airport Authority are excluded from recognition in this bargaining unit.

ARTICLE 2. MANAGEMENT RIGHTS

Section 1. The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and to manage and operate the Employer's affairs.

Section 2. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

Section 3. The Employer shall have the right to amend, supplement or add to its rules and regulations during the term of this Agreement, provided however, the Employer shall notify the Union whenever possible of any such amendments, supplements, or additions at least fifteen (15) days in advance of their effective date, except in emergency situations. Such rules shall be reasonable and shall relate to the proper performance of public safety officer's duties and shall not be applied in a discriminatory manner.

Section 4. The Employer may, at any time, assign employees to either police or fire responsibilities or airport operations, exclusively, or any combination of duties, and train them accordingly.

In the event that the Employer hires a person to work exclusively in Airport Operations, the Employer agrees:

- (a) That the then existing bargaining unit personnel will not be laid off as a result thereof.
- (b) Under such circumstances, no existing bargaining unit employee will be reduced in compensation or rank due to the hiring of such person to work exclusively in Airport Operations.
- (c) Any current bargaining unit Public Safety Officer who may be transferred to work Airport Operations shall not lose their police certification based upon the MLEOTC due to such transfer.

ARTICLE 3. **MANAGEMENT SECURITY**

Section 1. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts or other alterations of existing work performance patterns that interfere in any manner or to any degree with the services of the Airport Authority.

ARTICLE 4. **UNION SECURITY AND CHECK-OFF**

Section 1. The Employer will not discriminate against any employee because of membership in the Union.

Section 2. Check-off.

- (a) The Employer agrees to deduct from the regular monthly pay of each Union member who has an executed Check-off Authorization Form on file, the Union's dues or service charge for the following month subject to all of the following subsections.

- (b) The Union shall obtain of its members a completed Check-off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) made hereof.
- (c) The Union shall exclusively use the Check-off Authorization Form as herein provided for on Page 5.
- (d) All Check-off Authorization Forms shall be filed with the Employer's Executive Director who may return any incomplete or incorrectly completed forms to the Union's Treasurer, and no check-off shall be made until such deficiency is corrected.
- (e) The Employer shall check-off only obligations which are due at the time of check-off and will make the check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
- (f) The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer's Executive Director, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- (g) The Union agrees to indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from employees' pay of Union dues or service charge or in reliance on 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.

Section 3. Agency Shop Provision.

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership or pay a service charge, the sum to be determined by the Treasurer of the Union for the duration of this Agreement in compliance with state and federal laws.
- (b) Employees hired, re-hired, 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 for the duration of this Agreement or pay a service charge for representation, a sum to be determined by the Treasurer of the Union, in compliance with state and federal law, on or before the 10th day after the 30th day following the beginning of their employment in the unit for the duration of this Agreement.

ARTICLE 5.
UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than three (3) representatives. These representatives shall be composed of two (2) Union members, one of which may be on duty, and one (1) non-Airport Authority employee representative. The Union shall furnish the Airport management with a list of the Union's bargaining committee at least fourteen (14) days prior to the first negotiation session and any subsequent changes as said changes are made.

Section 2. An employee called into work to cover for the on-duty bargaining team member shall receive straight time wages only. The on-duty bargaining team member shall leave a negotiation session if, due to an unforeseen problem, his/her presence is required elsewhere at the Airport.

ARTICLE 6.
PROBATIONARY PERIOD

Section 1. When a new employee is hired, he/she shall be a probationary employee for twelve (12) months of employment from the date of hire. During the probationary period, employees may be discharged or disciplined without recourse to the grievance procedure set forth herein and are employees at will. The Union may represent probationary employees with regard to rates of pay, wages, hours of employment and other conditions of employment which do not concern discipline or the termination of employment. Any absence from work of more than fifteen (15) work days shall extend the probationary period for a like period of time.

Section 2. Employees promoted from the rank of public safety officer to sergeant from the other bargaining unit shall be on a six (6) month probationary period from the date of promotion. During this probationary period, the Employer shall have the right, within its sole discretion, to return the promoted public safety officer to his/her former position in the other bargaining unit. However, if the promoted public safety officer, i.e., sergeant, is discharged or disciplined, he/she shall have recourse to the grievance procedure as set forth in his/her labor contract. The Union may represent probationary employees in regards to rates of pay, wages, hours of employment and other conditions of employment excluding return to former rank during the probationary period.

ARTICLE 7.
NEW CLASSIFICATIONS

Section 1. The Employer reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Employer will notify the Union prior to it becoming effective. In the event that the Union disagrees with the rates, it shall so notify the Employer in writing, within ten (10) calendar days after receipt of notice from the Employer. The Employer shall meet and discuss the same, if notified

by the Union within that ten (10) calendar day period. In the event the parties cannot reach an agreement on the rates, the Employer may implement its last best offer after MERC mediation.

ARTICLE 8.
SERGEANT PROMOTIONAL EXAM

The following is the procedure for filling vacancies at the sergeant level within the Department of Public Safety:

Section 1.

- A. Vacancy Posting. The position vacancy will be posted for up to fourteen (14) calendar days in advance of the beginning of the selection process. The vacancy may also be advertised in appropriate media at the discretion of the Director of Operations. The posting shall state what the minimum qualifications are and the deadline for applying.
- B. Application. Interested persons may apply for the position by submitting a letter of interest and a resume to the Director of Operations by the deadline stated in the posting.
- C. Evaluation. The applicants shall be evaluated by a committee consisting of the current public safety sergeants unless the exceptions stated below apply. The committee shall recommend six semi-finalists for interview by the oral board. If there are less than six (6) applicants for the position, this step shall be waived. The Director of Operations may also waive this step in his discretion.
- D. Oral Board. Applicants will appear before an oral review board consisting of a minimum of three of the following four representatives:
 - 1. Administrative representative from the Capitol Region Airport Authority.
 - 2. Public Safety Officer representative from the CRAA Department of Public Safety.
 - 3. Representative from another airport with responsibilities in emergency response, law enforcement or operations.
 - 4. Representative from a local emergency response, law enforcement, or emergency management agency.

Selection of the representatives shall be the responsibility and at the discretion of the Director of Operations.

Section 2. The objective of the oral board is to select those applicants who are best qualified, who would be most effective as a Public Safety Sergeant. To arrive at this objective, the following steps will normally be followed during the evaluation of qualified applicants:

1. Each qualified applicant will be introduced to the oral board, and provided with a brief description of the interview process. Their qualifications as presented in their resume will be reviewed.
2. Each interviewer will direct various questions to each applicant, that are common to all of the interviews. Additionally, each interviewer may tailor follow-up questions to each applicant based on the strengths or weaknesses they perceive in the applicant's individual qualifications or responses to lead questions.
3. Interviewers should base their evaluations on the following qualifications as presented in the applicant's resume, letter of interest, and during the interview:

- Experience
- Education
- Training
- Knowledge of job-related topics
- Professionalism
- Leadership Qualities
- Motivation

4. Following the interview, each interviewer shall individually rate each applicant. After rating each applicant, interviewers shall compare and discuss ratings. The Applicant's final rating will be the average of the interviewers' ratings.
5. The Director of Operations will receive a list containing the names of the two applicants with the highest ratings without the scores.
6. The Director of Operations may consult with the interviewers.

Section 3. The Director of Operations, within his/her sole discretion, shall select the person who he/she believes is best qualified or he/she may readvertise for that position.

ARTICLE 9. **GRIEVANCE PROCEDURE**

Section 1. "Grievance" is defined as an alleged violation of any term or condition of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and it shall set forth the facts pertaining to the alleged violation. Any grievance not conforming to this provision shall be denied 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. The Union President, or his/her representative, will be allowed time off from work, without loss of pay, to investigate a grievance which he/she is to discuss or has discussed with the Employer, if the matter to be investigated is of such a nature that it cannot be handled on off-duty hours. The privilege of the Union President, or his/her representative, to leave work during working hours will be devoted to the proper handling of grievances, and shall not be abused.

Section 2. Any employee having a grievance shall present it to the appropriate personnel 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 after the grievant knew, or should have reasonably known, of the occurrence of the matter aggrieved, by discussing the matter with the Director of the Department of Operations, or by submitting the matter to an officer of the Union who may then discuss the matter with the Director of the Department of Operations within the aforementioned five (5) day period. Within three (3) days after discussing the grievance with either the employee or an officer of the Union, the Director shall give his/her verbal response to the grievance submitted.

Step 2. In the event that the grievant is not satisfied with the response of the Director given at Step 1 or in the event the Director deems it appropriate, either party may request a special conference which shall be held within seven (7) working days after the verbal response of the Director given at Step 1. The parties shall attempt to resolve the grievance. The persons who may be present at Step 2 are the grievant, the Union President, the Union business agent and/or the Union attorney, the Executive Director and/or the Assistant Airport Manager, the Director of the Department of Operations and/or Legal Counsel for the Capital Region Airport Authority.

At least two (2) days before the meeting held at Step 2, an officer of the Union shall reduce the grievance to writing, as required in Section 1, and present it to the Director of the Department of Operations and/or the Executive Director.

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, an officer of the Union shall reduce the grievance to writing, as required in Section 1, and present it to the Airport Manager with a demand for arbitration within five (5) working days after the meeting at Step 2. The matter shall be submitted 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 or anyone of their choosing and present evidence and witnesses relative to the grievance. The rules of the American Arbitration Association shall apply unless specifically modified herein.

Step 4. In the event that either management or the Union is dissatisfied with the decision of the arbitrator, either party may appeal to the Airport Authority Board within five (5) working days after receipt of the decision in writing, specifying the reasons for the appeal. A majority of the Airport Authority Board membership shall hear the appeal. The decision shall be made by a majority of the quorum present. 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 thirty-five (35) 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 twenty (20) 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 Union representatives may meet, if on the Employer's property, at a place designated by the Employer, for at least one-half (1/2) hour immediately preceding the meeting for any step of the grievance procedure, provided a prior request has been made to the Director of Operations or other appropriate management personnel.

Section 4. The failure of either party to follow the steps and time limits as allowed and outlined herein shall result in the following:

- (a) If the Employer does not respond to the grievance within the time limitations set forth in each step, the grievance shall be considered granted.
- (b) In the event the Union does not submit or appeal a grievance from one step to another within the time limits and manner required herein, the grievance shall be considered settled based upon the Employer's last answer.

Section 5. When reference to days is made, only week days, 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 agreement of the parties.

ARTICLE 10. **SPECIAL MEETINGS**

Section 1. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The

written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. The 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 collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) days of the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties.

Section 2. The Union representative may meet, if on the Employer's property, at a place designated by the Employer, for a period not to exceed one half (1/2) hour immediately preceding a meeting for which a written request has been made.

Section 3. No more than four (4) representatives of either party may attend a special meeting. The respective parties shall have the sole authority in selecting delegates to special meetings. However, in no event shall more than two (2) employees attend any given special meeting and only one (1) of which may be on duty. An employee called into work to cover for an on-duty employee who is attending a special meeting shall receive straight time only. The on-duty employee attending a special meeting shall leave the meeting if, due to an unforeseen problem, his/her presence is required elsewhere at the Airport.

ARTICLE 11. **DISCHARGE AND DISCIPLINE**

Section 1. Discipline is primarily the responsibility of the Director of Operations, or his/her designee. All discipline shall be for just cause for non-probationary employees.

Section 2. The employee shall have the opportunity to meet with his/her Union representative at the time he/she receives notice of disciplinary action and the Union representative shall be present, if so requested by the employee, at the time of the disciplinary action for non-probationary employees.

Section 3. Should the non-probationary employee feel that the discharge or discipline is unjust, he/she may use the grievance procedure stated in Article 9.

Section 4. Whenever a criminal charge or charges are preferred by warrant against an employee, it shall be the prerogative of the Employer to suspend the employee without prejudice and with or without pay until the charges, if any, within the criminal justice system are concluded. This Section applies to alleged criminal actions committed outside of the scope of normal work hours of said employee.

Section 5. A reversal of discipline or discharge, under the grievance procedure outlined in Article 9, shall entitle the employee to back pay at the regular rate for the time of his/her suspension without pay, minus any compensation derived from the Employer (for example, but not limited to, unemployment insurance benefits) and any

compensation derived from other sources during time periods which would have been occupied by the scheduled employment with the Employer, had the employee not been disciplined or discharged.

However, notwithstanding the above, the arbitrator and/or the Capital Region Airport Authority Board may determine that either all or a portion of back pay should not be received by that employee.

ARTICLE 12. **LAYOFF AND RECALL**

Section 1. Lay-off shall mean the separation of employees from the active work force.

If the Employer determines that a lay-off will occur, the Employer shall give twenty (20) days written notice to the Union of the lay-off and shall meet with the Union upon written request of the Union to discuss alternatives to lay-off. Notwithstanding the above, the Employer, within its discretion, reserves the right to lay-off employees.

Section 2. Order of Layoffs.

- (a) No permanent or probationary employee shall be laid off from his/her position in the Department of Public Safety while any seasonal, temporary, provisional or other uncertified employees are serving in the same position class, i.e., Sergeant, in the Department.
- (b) Except as provided below, the layoff of probationary or permanent employees in the Sergeant classification shall be in inverse order of seniority.
- (c) A laid-off Sergeant may bump into the Non-Supervisory bargaining unit if he/she has more departmental seniority than the least senior Public Safety Officer. The above bumping rights are contingent upon the Non-Supervisory bargaining unit permitting such bumping.

Section 3. Employees to be laid off shall be given at least fourteen (14) calendar days prior notice.

Section 4. An employee who is laid off will have his/her name remain on a list for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions in the Department of Public Safety before any other employee selected for employment or promotion in those classes.

Section 5. Recall from Layoff.

- (a) Employees to be recalled from layoff shall be given a minimum of ten (10) days to respond after notice has been sent by certified mail to their last known address.
- (b) Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the times allowed shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

ARTICLE 13.
LOSS OF SENIORITY

Section 1. An employee shall lose his/her status as an employee and his/her seniority if:

- (a) He/she resigns or quits;
- (b) He/she is discharged or terminated and not reinstated;
- (c) He/she retires;
- (d) He/she has been on layoff for a period of time equal to his/her seniority at the time his/her layoff or two (2) years, whichever is lesser;
- (e) He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify the Employer is due to circumstances beyond the control of the employee; or
- (f) He/she is employed in a position which is funded by either a State or Federal grant and the position is eliminated due to the termination and/or lack of funds to continue said position. That employee may use his/her seniority for the bumping procedure provided under the contract unless prohibited by the grant.
- (g) He/she is convicted of or pleads guilty or no contest to a felony. Conviction of or pleading guilty to a misdemeanor may result in termination of employment.
- (h) He/she intentionally falsifies his/her employment application.

Section 2. For layoffs, recall and shift bidding only, said employee shall not lose seniority while on worker's compensation, but he/she shall stop accruing said seniority after eighteen (18) months from the date of injury. Fringe benefits shall not

continue while an employee is off of work on worker's compensation such as, but not limited to, vacation, sick leave, longevity, holidays, retirement, personal leave, premium bonus, with the only exceptions being the continuation of the fringe benefits of life insurance and health insurance for six (6) months while on worker's compensation from the date of injury with the employee paying his/her contribution. If an employee makes a final worker's compensation settlement, this section shall not apply.

ARTICLE 14. **VACATION LEAVE**

Section 1. Each full-time employee shall be entitled to vacation leave with pay of one-half (½) working day (four (4) hours) for each completed bi-weekly work period of service.

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 including military leave 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.

The above additional leave is to be credited during the pay period ending January 16, 1982. Thereafter, employees 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 (240 hours) without prior written approval of the Airport Manager or his/her designee. In no event shall annual leave accumulations exceed 280 hours. Written notice shall be given to employees of their accrued annual leave credits every six (6) months.

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

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

Section 8. An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan. All other leaves of absence will be considered in an employee's service record in determining vacation allowance. Vacation allowance shall not be earned when an employee is on a leave of absence.

Section 9. Vacation leaves shall be granted to employees covered hereby by the management of the Department of Operations and such vacations will be granted at such times as they least interfere with the efficient operation of the Department. Vacation requests should be made by February 28 preceding the period requested. Officers 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 may be submitted after February 28 and may be granted by the Director of Operations within his/her discretion.

Section 10. Employees may be granted vacation requests provided no more than one (1) other employee has requested vacation for the same period under the requirements of Section 9.

Section 11. Once an employee has reached the maximum vacation accumulation permissible hereunder, and that employee's request for vacation is denied, provided the vacation request was submitted at least 30 days in advance of the requested dates then, under those circumstances, the maximum accumulation permissible shall be waived or, upon the employee's request, the employee shall be paid for vacation hours exceeding the maximum.

ARTICLE 15. **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 immediately available, upon approval of the Director, for personal purposes, including time off for voting, religious observance, and necessary personal business. Thereafter, two (2)

additional 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 16. **EARNED TIME OFF (ETO)**

Section 1. All employees covered by this Agreement may have the option to exchange any overtime hours earned for earned time off (ETO) hours at the rate of time and one-half (1-1/2), under the following conditions:

- (a) Thirty-two (32) hour maximum accrual for each year of the contract.
- (b) Any usage or partial usage of accumulated ETO will be charged against the maximum and may accumulate to thirty-two (32) hours again.
- (c) Accumulated ETO will be paid off at the end of each year at the same rate it was earned.
- (d) The ETO option will be made at the pay period that it is earned per the employee's turning-in of his/her time report.
- (e) An employee may utilize earned ETO only with the prior approval of the Director or his/her designee.
- (f) Employees will be granted ETO in accordance with a first come, first serve basis. If determination cannot be made which request was first, ETO will be granted on a seniority basis.

ARTICLE 17. **HOURS OF WORK**

Section 1. Employees covered hereby are required to be on duty a minimum of eighty (80) hours every fourteen (14) day period as follows:

- (a) A minimum of eight (8) hours per day up to twenty-four (24) hours, as determined by the Employer.

- (b) Each employee shall have one three (3) consecutive day off period per month, more frequently if possible.

Any change in the definition of a work day as set forth above shall be subject to negotiations between the parties.

The work day as defined above shall include meal breaks for employees, which shall be taken on the Employer's premises.

Section 2. Selection of shifts shall be on a seniority bid except as provided below; and shall take place during December and May of each year. Notwithstanding any contrary provision, no two (2) Sergeants will be on the same shift unless approved by the Director of Operations. All Sergeant shifts may be altered by the Director of Operations upon twelve (12) days' prior notice.

Section 3. The Employer shall post a work schedule fourteen (14) days prior to its effective date. The Employer reserves the right to make any necessary changes to a posted schedule due to an employee's illness, employee's absence from work, emergency situation, or for any other unforeseen circumstance. In the event a change in the posted schedule is made less than twelve (12) days from the effective date, absent an emergency situation, unless such change is mutually agreed to by the Authority and the officer involved, employees affected shall receive time and one-half (1-1/2) for all hours worked on the affected dates.

Section 4. Any time worked in excess of the regularly scheduled work day or bi-weekly work week shall be considered overtime. Employees shall be compensated by payment at the rate of time and one-half (1-1/2) the employee's straight time rate for all overtime hours worked. All overtime shall require prior approval by either the Director of Public Safety or his/her designee.

Section 5. When an off-duty officer is required to spend time in Court, for a duty related matter, he/she shall receive a minimum of two (2) hours' pay at time and one-half (1-1/2) his regular base rate of pay. Any/all additional time spent in court beyond two (2) hours shall be paid at time and one-half (1-1/2) the regular base rate of pay.

Officers shall turn over to the Employer any/all witness and/or mileage fees paid by the Court. The mileage fee shall only be turned over to the Employer if an Employer vehicle is used to go to Court.

Any lunch period in which the officer is not required to remain in Court shall not be considered time spent in Court.

ARTICLE 18.
HOLIDAYS

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

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

Section 2. Employees who are called in to work overtime on the above stated holidays will be paid double time for all hours worked for a maximum of eight (8) hours, and time and one-half (1-1/2) for all other hours beyond eight (8).

Section 3. The Director may require employees to work on paid holidays if their employment is necessary to the maintenance of minimum essential public service.

Section 4. When one or more holidays falls within a pay period, an employee will be compensated for eight (8) hours for each holiday not worked and twelve (12) hours for each holiday worked in addition to their normal eight (8) hours pay at straight time rates plus pay at time and one-half (1-1/2) rate for overtime worked during the pay period.

Section 5. An employee whose shift begins prior to a holiday and terminates on a holiday or whose shift begins on a holiday and terminates after a holiday will be paid at the time and one-half (1-1/2) rate for those hours worked on the holiday up to a maximum of eight (8) hours and straight time rates for the remaining hours worked on the shift. A holiday starts at 00:01 a.m. and terminates at 11:59 p.m.

Section 6. All paid leaves, including sick leave, annual leave and ETO, may not be substituted for holiday pay and will not be counted as hours worked for holiday pay purposes.

Example:

- (a) If an employee is scheduled to work a holiday and he/she calls in sick on that holiday, he/she will be paid for the holiday but the sick leave will not be charged to his/her sick leave bank for eight (8) hours of pay.
- (b) If an employee is sick during a pay period where a holiday falls, he/she will be charged sick time and will be paid holiday pay for eighty-eight (88) hours of pay.
- (c) If an officer scheduled off on a holiday is called in to work on a holiday on an overtime basis for sixteen (16) hours, that officer shall receive thirty-six

(36) hours of pay for the sixteen (16) hours of overtime worked on that holiday.

Section 7. Employees' normal schedules will not be changed on Christmas Eve Day and Christmas Day for the purpose of granting vacation, ETO, and personal leave without their permission.

ARTICLE 19. **LONGEVITY PAY**

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

Section 2. Longevity is defined as 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) 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, effective January 1, 1987 there shall be a maximum cap on longevity to a salary of Twenty-Six Thousand Dollars (\$26,000).

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 full-time continuous service as of October 1st of any year.

Section 5. After establishing initial eligibility, employees must be actively employed and 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 compensated for two thousand eighty (2080) hours during the longevity year, shall receive a longevity payment on a pro-rata basis.

Section 6. An annual longevity payment, payable December 1st of each year, in addition to salary, is provided for all eligible employees in accordance with the following schedule:

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

Effective January 1, 1987, longevity shall be paid on a maximum salary to Twenty-Six Thousand Dollars (\$26,000).

ARTICLE 20.
SICK LEAVE

Section 1. Every continuing full-time employee shall be entitled to sick leave with pay of one half (½) work day (4 hours) for each completed bi-weekly work period.

Section 2. Any utilization of sick leave allowance by an employee must have the approval of the Director.

Section 3. Sick leave may be utilized by an employee in the event of his/her illness, injury, or exposure to contagious diseases endangering others, or for illness or injury of his/her immediate family which necessitates his/her absence from work. "Immediate family" in such cases shall include the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any persons for whose financial or physical care he/she is principally responsible.

Section 4. Sick leave may be utilized by an employee for appointments with doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments on non-duty hours.

Section 5. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick 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. In case of work-incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefit under the Michigan Workman's Compensation Law, such employee, with the approval of the Executive Director, may be allowed salary payment which, with his/her work disability benefit, equals two-thirds (2/3) of his/her regular salary or wage. Leave credits may be utilized to the extent of the difference between such payment and the employee's regular salary or wage.

Section 7. Sick leave may be accumulated as provided above throughout the employee's period of service with the Authority. Written notice shall be given to each employee of his/her accrued sick leave credits every six (6) months.

Section 8. An employee who separates from Authority employment for retirement purposes in accordance with the provisions of Authority retirement policy shall be paid for fifty percent (50%) of his/her unused sick leave as of the effective date of separation. 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 sixty (60%) percent of his/her unused sick leave shall be made to his/her beneficiary or estate. Such payment shall be made at his/her last rate of pay.

Section 10. All sick leave used shall be certified by the employee and by such other evidence as the Director may require. Falsification of such evidence shall be cause for disciplinary action.

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

Section 12. The employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

Section 13. Employees who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during declared national emergency shall, upon re-employment by the Employer, have available any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty of the Armed Forces.

Section 14. All payments for sick leave shall be made at the employee's current rate of pay.

Section 15. Should an employee recover sufficiently to return to work, the Airport Authority will attempt to re-assign the employee a job based on his/her work abilities, experience and qualifications.

Section 16. 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 17. 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.

ARTICLE 21. **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, the last three (3) days to be charged against earned sick leave. Additional time may be granted which shall be charged against earned sick leave, vacation accumulations or personal leave.

Section 2. In the event of a death of an employee's foster parent, parent-in-law, brother, sister, or any other person for whose financial or physical care the employee is principally responsible for, 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 which shall be charged against earned sick leave, vacation accumulations or personal leave.

Section 3. One (1) day, the day of the funeral, will be allowed in the case of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, or grandchild. Additional time may be granted which shall be charged against earned sick leave, vacation accumulations or personal leave.

ARTICLE 22. **MILITARY LEAVE**

Section 1. Any employee occupying a full-time position with the Authority who enters military service in the Armed Forces of the United States, under the provisions of the Selective Service Laws by call to duty or by voluntary entrance in lieu thereof shall be entitled to a military leave of absence without pay for the period of time required to fulfill his/her military obligation. The leave and right to restoration to his/her former position shall automatically terminate if the employee voluntarily remains in military service beyond the period of time required by Selective Service Law. Employment service credit shall be allowed for the period of the military leave of absence. However, all fringe benefits shall not continue and accumulate during said leave.

Section 2. Any employee occupying a full-time position with the Authority and who is a member of a reserve component of the Armed Forces of the United States shall be entitled to a temporary military leave of absence when ordered, whether voluntarily or involuntarily, to active duty training or inactive duty training. A temporary military leave of absence shall be with pay equivalent to the difference between the employee's military pay and his/her regular salary, if his/her military pay is less for the calendar period, but shall not exceed fifteen (15) calendar days in any calendar year. Continuous service shall be allowed for the period of temporary military leave of absence. Fringe benefits shall continue and accumulate during the period of said leave up to fifteen (15) calendar days per year.

Section 3. If the period of active duty training or inactive duty training exceeds fifteen (15) calendar days in any calendar year, the employee may elect to be placed on regular military leave of absence without pay or utilize his/her accumulated annual leave for the remainder of the period of training. The leave and right to restoration to his/her former position shall terminate if the employee fails to return to his/her position within fifteen (15) days of release from training duty and/or from date of discharge from hospitalization incident to that training. Service credit shall be allowed for the period of the military leave of absence without pay. No fringe benefits shall continue and accumulate during said leave beyond fifteen (15) calendar days per year or if the employee elects to use his/her accumulated annual leave, benefits shall continue during the use of the accumulated annual leave.

Section 4. Any employee occupying a full-time position with the Authority and who is a member of a reserve company of the Armed Forces and is ordered to perform state emergency duty, by compulsory call of the Governor or the President, shall be entitled to an emergency leave of absence. Such leave shall be with pay equivalent to the difference between the employee's military pay and his/her regular Authority salary for the calendar period if his/her military pay is less, but shall not exceed thirty (30) calendar days per year. The employee may elect to be placed on regular military leave of absence without pay or utilize annual leave accruals for the remainder of the duty period. Upon release from state emergency duty the employee shall be restored immediately to his/her former position. Continuous service credits shall be allowed for the period of emergency military leave of absence. Service credit shall be allowed for the period of military leave of absence without pay upon return to his/her position. No fringe benefits shall continue and accumulate during said leave beyond thirty (30) calendar days per year or if the employee elects to use accumulated annual leave, benefits shall continue during the use of the accumulated annual leave.

Section 5. If the veteran's former position shall have been abolished, he/she shall be entitled to another position of equal pay for which he/she may be qualified.

Section 6. If the veteran's former position shall have been reallocated either higher or lower, he/she shall have the same rights with respect to the reallocated position he/she would have had if he/she had remained with the Authority.

Section 7. To obtain the benefits of the provisions of this section, the returning veteran must make application in writing to the Executive Director within six (6) months of his/her release from active duty in the Armed Forces and/or from the date of discharge from a veteran's hospital. Subject to the conditions and procedures set forth above, the Executive Director shall restore the veteran to his/her position within thirty (30) days of the filing of such application.

Section 8. If the last service rating of a veteran returning from military leave was satisfactory, he/she shall be placed at the salary step which he/she would have received had he/she remained with the Authority.

ARTICLE 23.
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. 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.
- (d) In any supplemental employment, employee shall be prohibited from wearing the CRAA uniform, carrying their badge or I.D., and from carrying the weapon issued by the CRAA, unless specifically authorized in writing by the Executive Director.

ARTICLE 24.
LEAVE OF ABSENCE OTHER THAN MILITARY

Section 1. An employee of the Authority may be allowed 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) days per year shall not have his/her service credits and fringe benefits continue and accumulate during said leave. The only time used for unpaid leave of absence would be for the process of layoff, recall and shift bidding. Fringe benefits will not continue during that time; such as, but not limited to, vacation, sick leave, longevity, health insurance, life insurance, holidays, retirement, personal leave, premium bonus.

ARTICLE 25. **RETIREMENT**

Section 1. The Employer shall continue the retirement program presently in effect, which program is provided through the Municipal Employees' Retirement System, Benefit C-1. The Employer shall pay all contributions. Effective January 1, 1991, the Employer shall provide the MERS B-2 Retirement Benefit at no cost to the employee.

Section 2. The Employer shall continue the employee's enrollment in Social Security as in the past.

Section 3. Effective May 1, 1988, the Employer shall provide through MERS, a 55-F waiver retirement benefit at no cost to the employee.

Section 4. In the event that the Employer makes available a Deferred Compensation Plan to any employees of the Capital Region Airport Authority, members of the bargaining unit shall be eligible to participate.

Section 5. The Union has the option to request implementation of the MERS B-4 Retirement Benefit at the employee's cost to be paid through payroll deduction to be effective December 31, 1997. A cost study will be requested by the Union on or before July 1, 1997, with the expense being shared equally by the Employer and the Union if the Union wants to change to the B-4 as noted above.

ARTICLE 26. **GRANT FUNDED POSITIONS**

Section 1. Employees whose positions are funded by either a State or Federal grant shall be subject to all the terms and conditions of employment set forth herein, unless otherwise required by the respective grant.

ARTICLE 27.
MATERNITY LEAVE

Section 1. Employees who become pregnant shall adhere to and utilize the sick leave provisions as provided in Article 21 of this contract.

ARTICLE 28.
HOSPITALIZATION - MEDICAL COVERAGE-EXTENDED
DISABILITY PLAN LIFE INSURANCE-DENTAL PLAN

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 afforded by the State of Michigan for Airport employees.

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.

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 specified under this Article.

Section 4. In the event that the State of Michigan no longer provides any or all of the benefits described in Section 1, the parties hereto shall enter into immediate negotiations in an attempt to agree upon a substitute.

Section 5. Effective January 1, 1983, the Employer shall provide and pay the premiums for a Delta Dental Plan "D" for employees and their dependents, 50/50 co-pay with an \$800 cap, as follows:

Plan Specifications:

Class I Benefits	Delta Pays	Patient Pays
Diagnostic	50%	50%
Preventive	50%	50%
Emergency Palliative	50%	50%
Radiographs	50%	50%
Oral Surgery	50%	50%
Restorative	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

Class II Benefits Prosthetic Appliance	Delta Pays 50%	Patient Pays 50%
Effective July 1, 1986 Class III Benefits Orthodontics	Delta Pays 60%	Patient Pays 40%

Maximum Contract Benefit -- \$800 per person total per contract year on Class I and II Benefits, and \$1200 lifetime maximum total per eligible person for Class III Benefits.

Section 6. 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.

Section 7. After the execution of this Agreement in 1993, full-time employees who are eligible for hospitalization insurance may receive up to One Thousand Five Hundred Dollars (\$1,500) annually, at the rate of One Hundred Twenty-Five Dollars (\$125) per month if they elect NOT to be covered by the Employer's hospitalization insurance program. Subject to the carrier's rules, employees will still be eligible for Employer-paid dental coverage.

Employees electing the payment must be covered by health insurance from another source to be eligible, and must sign an Employer waiver form. Such employees assume the risk of a pre-existing condition not being covered if they later desire to re-enroll, and are subject to the open enrollment periods designated by the Employer's current health insurance carriers.

Section 8. 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 the current co-pay cost on BCBSM if they select BCBSM.)

The above shall apply to employees who are employed **before** March 6, 1995, if they switch from the lower cost plan to the higher cost plan after August, 1995.

ARTICLE 29. MEDICAL DISPUTE

Section 1. In the event of a dispute involving an employee's physical or mental ability to perform his/her job or to return to work from a layoff or leave of absence of any

kind and the employee is not satisfied with the determination of the Airport Authority doctor, he/she may submit a report from a medical doctor of his/her own choosing at his/her own expense. If the dispute still exists, at the request of the Union, the Airport Authority doctor and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the third report shall be borne equally by the Airport Authority and the employee.

ARTICLE 30. **WORKERS COMPENSATION**

Section 1. The Employer shall provide worker's compensation as required by law.

Section 2. In case of work-incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefit under the Michigan Workman's Compensation Law, such employee, with the approval of the Executive Director, may be allowed salary payment which, with his/her work disability benefit, equals two-thirds (2/3) of his/her regular salary or wage. Leave credits may be utilized to the extent of the difference between such payment and the employee's regular salary or wage.

ARTICLE 31. **SUPPLIES/FACILITIES**

Section 1. The Employer will provide the following:

- (a) One locker per employee with the dimensions of 15" x 15" x 72" for storage of personal and departmental equipment;
- (b) Cooking, eating and sleeping facilities at the fire station;
- (c) Air conditioning at the fire station;
- (d) A bulletin board in the fire station for the purpose of posting pertinent information;
- (e) Towels and bed linen as needed.

ARTICLE 32. **AUTOMATIC WEAPON**

Section 1. The Employer shall provide certified police officers with semi-automatic weapons and the gear for such weapons by December 31, 1993.

ARTICLE 33.
LIABILITY INSURANCE

Section 1. The Employer shall continue in force the current liability policy covering acts of alleged abuse or negligence of employees arising out of and in the course of their employment. Said liability insurance policy shall be maintained so long as it is available to the Airport Authority and for a reasonable price. In the event said insurance is no longer maintained, the Employer shall notify the Union.

Section 2. The Airport Authority shall continue its practice of providing a legal defense to public safety officers for alleged acts of abuse which occur while in the course of the officer's employment and while the officer is acting within the scope of his/her authority.

Section 3. The Capital Region Airport Authority shall not be responsible to pay any judgment against an employee which is not covered by insurance.

ARTICLE 34.
LEAVE FOR LODGE CONFERENCES OR CONVENTIONS

Section 1. The Employer may, within its discretion, grant leave of absence without pay to Union members of the bargaining unit for the following functions:

- (a) One (1) person for five (5) days every other calendar year to attend Police Officers Labor Council national meetings.
- (b) One (1) person for three (3) days every calendar year to attend the Police Officers Labor Council State of Michigan meetings.

Requests for such leave will be filed in writing with the Director of Operations by the 10th day of the preceding month in which such leave may be taken.

ARTICLE 35.
SUBCONTRACTING AND CONTRACTING

Section 1. Temporary Subcontracting. The Employer reserves the right to contract with other persons or entities to augment the existing bargaining unit personnel on a temporary basis, however, the Employer shall not augment the existing bargaining unit when employees are on layoff and further, the Employer shall not subcontract on a temporary basis which results in reducing normal hours scheduled for bargaining unit personnel.

Section 2. Contracting. The parties to this Agreement recognize that the Employer is a public employer supported by tax dollars and therefore has a right to take

necessary steps to insure the integrity of taxpayers' dollars as well as to provide optimum safety for the persons and employees working and using the Airport.

The Employer recognizes that employees who work at the Airport have a right to be afforded adequate notice and termination compensation in the event that there is an elimination of the bargaining unit due to contracting with other persons or entities. Therefore, in the event that the Employer determines to contract with other persons or entities for the work currently being performed by the bargaining unit members, it shall notify the Union at least thirty (30) days prior to entering into any contract which shall eliminate bargaining unit work.

The Employer shall schedule a special meeting with the Union within ten (10) days thereafter. The parties shall at this meeting attempt to resolve the issues recognizing the aforementioned principles.

In the event that there is an elimination or replacement of work for employees in the bargaining unit, the Employer will endeavor to protect the livelihood of existing employees by transferring employees to other positions within the Airport Authority to which they are qualified; assisting in the placement of employees with another department, agency or governmental unit to whom bargaining work was contracted; and by assisting in the placement of employees with other police and/or fire departments. The Employer cannot absolutely guarantee replacement work for employees who lose their job because of subcontracting.

ARTICLE 36. **PREMIUM BONUS**

Section 1. The Employer agrees to pay a premium bonus in lieu of double time for work on weekends and holidays. Such bonus shall be fifty (\$50.00) dollars per each quarter of the year, beginning on April 1, 1984. The Employer shall pay the total bonus earned on December 1 of each year; however, if the employee leaves employment prior to completion of one (1) year, such bonus shall be pro-rated.

ARTICLE 37. **SHIFT PREMIUM**

Section 1. A shift premium of five (5%) percent straight time rate is to be paid for regularly scheduled full-time afternoon and night shifts for all employees through December 31, 1986. Effective January 1, 1987 there shall be a shift premium cap for the afternoon shift of a maximum of 60¢ or five (5%) percent of straight time rate, whichever is less.

Section 2. An afternoon shift is one which is regularly scheduled to begin at or after 2:00 p.m. but before 10:00 p.m. A night shift is one which is regularly scheduled to begin at or after 10:00 p.m. but before 5:00 a.m.

Section 3. Partial-shift or split-shift employees are eligible for shift premium payment if one half (1/2) or more of their regularly scheduled work time is between the hours of 6:00 p.m. and 6:00 a.m.

Section 4. Shift premium of five (5%) percent of straight time rates is paid for overtime hours worked on regularly scheduled afternoon and night shifts through December 31, 1986. Effective January 1, 1987 there shall be premium cap for the afternoon shift of a maximum of 60¢ or five (5%) percent straight time rate, whichever is less.

Section 5. Shift premium is not paid for holidays or for leave time used.

Section 6. Work requiring reassignment of employees from day shift to afternoon or night shifts is paid shift premium as in the case of regularly assigned afternoon and night shifts.

Section 7. Hourly rates for shift premium payment are rounded upward to the nearest cent.

**ARTICLE 38.
SALARIES**

SERGEANT

EFFECTIVE JANUARY 1, 1994*

	Start	1 year	2 years	3 years	4 years
ANNUAL	26,574.91	28,157.59	30,637.92	33,496.21	35,078.88
HOURLY	12.78	13.55	14.73	16.11	16.86

EFFECTIVE JANUARY 1, 1995*

	Start	1 year	2 years	3 years	4 years
ANNUAL	27,637.91	29,283.89	31,863.44	34,836.06	36,482.04
HOURLY	13.29	14.09	15.32	16.75	17.53

* Retroactive pay increases shall be made only for employees employed on the date of ratification by the parties.

EFFECTIVE JANUARY 1, 1996

	Start	1 year	2 years	3 years	4 years
ANNUAL	28,605.24	30,308.83	32,978.66	36,055.32	37,758.91
HOURLY	13.76	14.58	15.86	17.33	18.14

EFFECTIVE JANUARY 1, 1997

	Start	1 year	2 years	3 years	4 years
ANNUAL	29,463.40	31,218.09	33,968.02	37,136.98	38,891.68
HOURLY	14.17	15.02	16.34	17.85	18.68

ARTICLE 39.
EDUCATIONAL REIMBURSEMENT

Section 1. An employee who takes and completes with a "C" grade or better a job-related course, at an accredited college or university or other certified educational institution, may be reimbursed for his/her tuition and books. Job-related course shall be determined by a committee composed of an P.O.L.C. bargaining unit member, to be selected by the P.O.L.C., the Director of Operations, and the Assistant Airport Manager. The employee must attend classes on his/her own time without Employer compensation. The Executive Director must give prior approval in order for the employee to be eligible for reimbursement for such determined job-related course.

ARTICLE 40.
SAVINGS CLAUSE AND LETTERS OF UNDERSTANDING

Section 1. If any provision of this Agreement or any supplement thereto, 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 or supplement.

Section 2. All Letters of Understanding shall continue under the same terms and conditions as the contract.

ARTICLE 41.
FAMILY AND MEDICAL LEAVE ACT

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

ARTICLE 42.
TERM OF THIS AGREEMENT

Section 1. This Agreement shall become effective on January 1, 1994, and it shall continue in full force and effect until 11:59 p.m. on the 31st day of December, 1997.

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

IN WITNESS WHEREOF, the parties have set their hands this 20th day of June, 1995.

FOR THE UNION

R Wallace

Sgt. Smith

FOR THE EMPLOYER

Roy Crook
Roy Crook, Chairman

Mary Lou Nachreiner
Mary Lou Nachreiner, Secretary

NO. 1

LETTER OF UNDERSTANDING
between
CAPITAL REGION AIRPORT AUTHORITY
and
POLICE OFFICERS LABOR COUNCIL
CAPITAL REGION AIRPORT
PUBLIC SAFETY DEPARTMENT
SERGEANTS UNIT

This Letter of Understanding shall be effective the 1st day of January, 1992, and shall expire on the 31st day of December, 1993.

WHEREAS, the parties have entered into a collective bargaining agreement which provides in part, Article 35, Section 1, for temporary subcontracting, and

WHEREAS, the parties wish to clarify and modify said section.

THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** to as follows:

- 1) In the event that the Employer exercises its temporary subcontracting rights, as stated under Article 35, Section 1, it may do so when employees are on layoff and without recalling the laid off personnel, provided that the temporary subcontracting is not more than four (4) consecutive days per event, and that the total number of days when temporary subcontracting is utilized does not exceed ten (10) days per calendar year. In the event that the temporary subcontracting is for more than four (4) consecutive days or for more than ten (10) days per calendar year, then, under such circumstances, the Employer shall be required to recall laid off employees for the period of time of the temporary subcontracting only which is in excess of four (4) consecutive days or ten (10) days per year. If the laid off employee(s) decline(s) to come back to work for that period of time, then under such circumstances, the Employer's duties and obligations will have deemed to have been fulfilled and without any further obligation to the laid off employee(s).
- 2) Prior to temporary subcontracting, the Employer shall notify the Union of same and shall meet with Union representatives upon request by the Union. At the meeting, the Employer agrees to discuss with the Union the use of regular full-time employees who have not been laid off regarding any overtime requirements needed for special events which require the use of temporary subcontractors. However, the Employer is not and shall not be required to provide overtime for these employees.

- 3) The purpose of this Letter of Understanding is to permit the Employer to temporarily subcontract for special events, such as an air show, Special Olympics and other types of events conducted at the Airport without the necessity to recall laid off employees.
- 4) Except as expressly modified herein, Article 35, Section 1, of the collective bargaining agreement shall remain in force and effect.

**IN THE PRESENCE OF:
AUTHORITY**

Beverly S. Wooley _____
Date

Sharon J. Panton _____
Date

CAPITAL REGION AIRPORT

By [Signature] _____
Roy Croop, Chairman

By Mary Lou Nachreiner _____
Mary Lou Nachreiner, Secretary

**POLICE OFFICERS LABOR COUNCIL
CAPITAL REGION AIRPORT
PUBLIC SAFETY DEPARTMENT
SERGEANTS UNIT**

By R. Wallace _____

By Sgt. Smith _____

June 20 1995
Date

July 6 1995
Date

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JUN 29 '95 PM 12:45
RECEIVED CRAA