

12/31/95
12/31/96

AGREEMENT

between

HOUGHTON COUNTY BOARD OF COMMISSIONERS

and

HOUGHTON COUNTY AIRPORT EMPLOYEES
CHAPTER OF LOCAL #226

affiliated with

MICHIGAN COUNCIL #25 OF THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

Houghton County


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AGREEMENT

THIS AGREEMENT, entered into on this ^{Sixth} ~~Sixth~~ day of ^{January, 1994} ~~May~~, 1994, ^{J.K.} between the Houghton County Board of Commissioners (hereinafter referred to as the "Employer") and the Houghton County Airport Employees' Chapter of Local #226, affiliated with the International Union of the American Federation of State, County and Municipal Employees and Council #25 (hereinafter referred to as the "Union").

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

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

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

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

ARTICLE 1 - RECOGNITION:

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

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

ARTICLE 2 - AID TO UNIONS:

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

ARTICLE 3 - UNION SECURITY (Agency Shop):

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 4 - CHECK OFF OF UNION DUES:

(a) During the life of this Agreement and to the extent the laws of the State of Michigan permit, and as provided in this section, the Employer will honor voluntary dues or service charge deduction authorizations submitted in writing by an employee to the Employer on a form provided for this purpose by the Union or the Employer. Such deduction will be made as follows, provided it has been submitted thirty (30) calendar days prior to the end of the month.

(b) The Employer agrees to deduct each month the Union dues levied in accordance with the Constitution and By-laws of the Union as certified by the Financial Officer of Local #226, or to deduct a service charge equal to such dues.

(c) Remittance of dues to Financial Officer:

Deductions for any calendar month shall be remitted to such address designated to the designated Financial Officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the Financial Officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise

said Financial Officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(d) The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employee. In addition, the Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from compliance with this section and/or sections, Union Security, or reliance on any list, notice, certification or authorization furnished under this section and/or sections, Union Security.

ARTICLE 5 - DEFINITION OF EMPLOYEES:

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

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

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

ARTICLE 6 - PROBATIONARY EMPLOYEES:

An employee is a probationary employee for his first one hundred (100) work days. Upon completion of the probationary period, the employee shall be credited with one hundred (100) days length of service, and it shall be so entered on the seniority list.

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

ARTICLE 7 - GRIEVANCE PROCEDURE:

The Employer will answer in writing any grievance presented to it in writing by the Union.

The grievance must be presented in writing by the steward to the immediate supervisor within ten (10) days after its occurrence in order to be a proper matter for the grievance procedure.

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

FIRST:

(a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.

(b) The steward and/or employee may discuss the grievance with the immediate supervisor.

SECOND: If the aggrieved employee does not receive a satisfactory answer within forty-eight (48) hours, not counting Saturdays, Sundays or holidays, after the oral presentation at step one, the steward may submit the grievance in written form to the employee's immediate supervisor for a written decision, provided the submission is made within the five (5) calendar day period following an unsatisfactory answer.

Upon receipt of the written grievance, the supervisor or his designated representative shall set a place and time within five (5) calendar days during working hours without loss of time or pay for the grievance hearing.

THIRD: If a satisfactory answer is not received within seven (7) calendar days after the written grievance is received at step two or the second-step grievance hearing, whichever time is later, the written grievance may be submitted to a three-person Review Committee appointed by the Employer, provided the submission is made within the seven (7) calendar day period following an unsatisfactory answer or no answer.

Upon receipt of the written grievance, the Review Committee and the Union shall set a mutually agreeable time and place within seven (7) calendar days during working hours, without loss of time or pay, for the third-step grievance hearing. If the aggrieved employee wishes, he may have the steward and not more than one other person assist him at the grievance hearing, and the employee shall suffer no loss of time or pay. The steward shall receive a copy of the written decision within ten (10) days after the meeting of the Review Committee.

Whenever time off work is granted to an aggrieved employee or his steward as provided for in this grievance procedure, it shall be without loss of pay.

If a time limit is not observed by the Union, the grievance shall be considered settled, except that at any step of the grievance procedure the Union and the Employer's representative, at that step of the grievance procedure, may extend the time limit by mutual agreement in writing.

FOURTH: If after the third step of the grievance procedure the grievance is still unsettled, and if it involves a controversy concerning compliance with the express terms of this Agreement and is otherwise within the jurisdictional authority of the arbitrator set forth below, the Union may, within twenty-one (21) days after receipt of the written answer from the Review Committee, by written notice to the Review Committee, request arbitration. If no such notice is given within the twenty-one (21) day period, the grievance shall be deemed settled and not subject to arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name; the Employer shall strike one name. The process will be repeated, and the remaining person shall be the arbitrator.

The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involved a controversy concerning compliance with any provisions of this Agreement.

In making his decision, the arbitrator cannot modify, detract from, or alter the provisions of the contract and shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan courts.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make a copy available to the other party and to the arbitrator.

ARTICLE 8 - SPECIAL CONFERENCES:

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

ARTICLE 9 - DISCHARGE AND DISCIPLINE:

The Employer shall not discharge employees or take other disciplinary action without just cause.

In imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

An employee ordered to leave his work for disciplinary reasons shall, before leaving the Employer's premises, have the right to consult his steward at a place provided by the Employer for a reasonable length of time. Exception may be made to this provision with the immediate action taken by the Employer to remove an employee from the premises in cases involving drunkenness, violence, willful destruction of property, etc.

The Employer shall give the employee, with a copy to the Union, written notice of any disciplinary action involving demotion, layoff, or discharge within two (2) days after such action.

Any complaint that the alleged breach of discipline was not in fact committed may be treated as a grievance, if the complaint:

(a) Concerns disciplinary action involving demotion, layoff, and discharge;

(b) Is presented in writing within two (2) days after receipt of the Employer's notification of the disciplinary action; and

(c) If presented directly in the third step of the Grievance Procedure.

Failure to submit a written grievance by the employee within the two (2) day period constitutes a waiver of all claims concerning such disciplinary demotion, layoff, or discharge.

ARTICLE 10 - SENIORITY:

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

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

Seniority will continue to accumulate during:

(a) Periods of absence authorized by and consistent with this Agreement.

(b) Periods of absence due to a transfer to a position of the Employer not included within the collective bargaining unit, and

(c). Periods of absence due to layoffs (voluntary or involuntary).

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

ARTICLE 11 - LOSS OF SENIORITY:

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

(a) He quits;

(b) He retires;

(c) He is discharged, and the discharge is not reversed through the Grievance Procedure;

(d) He does not indicate a willingness within seven (7) calendar days to return to work from layoff within ten (10) days after being notified by the Employer;

(e) He fails to return to work from layoff within ten (10) calendar days after being notified of recall, except when the failure to return is due to circumstances beyond the control of the employee;

(f) He has been on layoff for a period of time equal to his seniority at the time of his layoff or one (1) year, whichever is greater;

(g) He is absent from work for five (5) consecutive working days without notifying the Employer, except when the failure to return is due to circumstances beyond the control of the employee; or

(h) He fails to return from sick leave or a leave of absence within five (5) working days after termination of his leave, except when the failure to return is due to circumstances beyond the control of the employee.

ARTICLE 12 - SENIORITY OF OFFICERS:

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

ARTICLE 13 - SICK LEAVE:

(a) Employees shall accumulate and be credited with twelve (12)

work days of sick leave with pay per year. Such sick leave shall accrue to the employee. Maximum accrual is one hundred twenty (120) working days, or nine hundred sixty (960) hours. Employees may use credited sick leave after they have completed their first month of service. Paid employment of not less than five (5) working days (per 40 hours) in a bi-weekly pay period shall count as a whole bi-weekly period in computing sick leave credit. A maximum of forty five (45) days of unused sick leave shall be paid to the employee upon retirement and to his/her beneficiary upon death.

(b) Sick leave shall be available for use by employees for the following purposes:

1. Acute personal illness or incapacity over which the employee has no reasonable control.
2. Absence from work by reason of quarantine by a public health officer because of exposure to a contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
3. Medical appointments and dental appointments for extractions, or treatments to the extent of time required to complete such appointments.
4. Absences required by the serious illness or injury of members of the immediate family who, in this instance, shall include the following:

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

5. For funeral leave.
6. A physician's statement or a sworn affidavit may be required to sustain a claim of absence because of illness.

(c) All employees shall accumulate sick leave from the date they are hired.

(d) An employee who suffers injury compensable under the Workmen's Compensation Act shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave, pro-rated. If sick leave is exhausted, the employee will remain on Workmen's Compensation until its benefits are exhausted.

(e) Employees who have exhausted their sick leave credit and are still unable to return to work may, at the employee's request, be paid from any unused vacation credits.

(f) Employees who are laid off shall have credited to them any unused sick leave previously earned, effective under the term of this section at the time they are recalled. This provision shall not apply to rehires.

(g) Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Services Act, who are members of the Armed Forces during a declared national emergency, shall, upon re-employment by the Board of Commissioners, have credited any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

(h) Employees on leave of absence or layoff shall not accumulate sick leave during such period.

(i) Pay for sick leave shall be at the employee's hourly rate at the time sick leave is taken times the number of hours of accrued sick leave used (not to exceed eight hours in a day or forty hours in a week) and shall be paid to the employee on his regular pay day.

(j) At the conclusion of an employee's sick leave, the Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine his fitness to return to work.

(k) Unused sick leave may not be used in lieu of or to add to vacation or holiday periods, and accrued sick leave is not an obligation of the Employer, except if payment for accrued sick leave is approved in the next labor contract for the Houghton County Court House Employees, in which case the same terms shall apply to this Agreement.

ARTICLE 14 - FUNERAL LEAVE:

(a) If a death occurs among the members of an employee's immediate family or household, the employee shall be granted up to five (5) days leave.

Definition of Immediate Family or Household:

"The immediate family is defined as spouse, son, daughter, brother, sister, son-in-law, daughter-in-law, or father or mother or foster parent of either employee or spouse. Additional leave may be granted in special cases, subject to the approval of the Employer; such additional leave to be chargeable to sick leave or to be without pay."

(b) If a death occurs among the relatives of an employee, the employee shall be granted one day's leave with pay chargeable to sick leave in order to attend funeral services and ceremonies.

(c) In the event the employee's accumulated sick leave has been exhausted, the funeral leave of paragraphs (a) and (b) will be treated as not chargeable to accumulated sick leave and shall be without pay.

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

ARTICLE 15 - UNION BULLETIN BOARDS:

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

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

ARTICLE 16 - STRIKES AND LOCKOUTS:

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

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

ARTICLE 17 - LAYOFF AND RECALL:

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

Employees with the least seniority shall be removed first, provided that those remaining at work have the ability to do the work which is available, and provided that during such layoff temporary, probationary, and part-time employees in the department shall be removed prior to any involuntary layoff of regular employees.

Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days' notice of layoff. The Employer will notify the Union of such layoff on the same date notices are issued to the employees.

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

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

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

ARTICLE 18 - PROMOTIONS:

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

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

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

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid at the rate of the higher classification.

ARTICLE 19 - WORK WEEK AND DAY:

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

ARTICLE 20 - OVERTIME:

(a) Overtime Premium

1. Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.
2. For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a designated holiday, a sick day, or a vacation day for which he received pay will be counted as a day worked.

(b) Pyramiding

Overtime premium shall not be pyramided, compounded, or paid twice for the same time worked.

(c) Equalization

Overtime hours shall be divided as equally as possible among employees in the same classification. When overtime is required, the person with the least number of overtime hours in that classification will be called first, and so on down the list, in an attempt to equalize the overtime hours. In this connection the Employer need not call in any employee to work rather than extend the shift of an employee already at work, or in cases of emergency, the Employer may call the most available employee. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases, they would be called on the basis of least hours of overtime in their classification, provided they have the ability to do the work.

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

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

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

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

If an employee is called in to work, other than continue his regular shift, he shall be guaranteed a minimum of four (4) hours' pay or actual time worked, whichever is greater.

ARTICLE 21 - REST PERIODS:

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

ARTICLE 22 - SHIFT PREFERENCE:

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

ARTICLE 23 - TRANSFER OF EMPLOYEES:

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

ARTICLE 24 - LEAVE OF ABSENCE:

(a) Medical:

A non-probationary employee who: One, is unable to work because of personal sickness or injury and; Two, has exhausted sick leave payments under Article 13--Sick Leave and vacation payments under Article 29--Vacations shall be granted a leave of absence without pay upon furnishing evidence of disability satisfactory to the Employer. The leave of absence may be for the period of continuing disability but not to exceed three (3) months, which may be extended. In no case, however, shall a leave and extensions exceed one (1) year. The leave of absence may be terminated at any time if the employee fails to receive appropriate medical treatment or furnish satisfactory evidence of continuing disability.

(b) Personal:

A non-probationary employee may be granted, at the discretion of the Employer, a leave of absence without pay for a period not to exceed six (6) months. The leave may be extended for additional periods, but in no case shall a leave and extensions exceed one (1) year.

(c) Educational Leave for Veterans:

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence without pay for a period equal to their seniority, but not to exceed two (2) years, in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

(d) Military Training Leave:

Regular full-time employees who belong to the National Guard, Officer Reserve Corps, or a similar military organization will be allowed up to fifteen (15) days leave of absence when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and regular pay, if his military pay is less. If the employee takes military leave during his vacation, he will receive full pay.

(e) Maternity Leave:

A woman employee with at least two (2) years seniority who becomes pregnant shall, upon request, be allowed a leave of absence not to exceed a period of seven (7) months. The Employer may require a physician's statement concerning the expected date of delivery and whether it would be injurious to the woman's health to work. Providing that in the judgment of a physician designated by the Employer she can safely and adequately perform her work during pregnancy, she may remain at work.

(f) Application for Leave of Absence:

Applications for leaves of absence must be approved by the Airport Manager.

(g) Return from a Leave of Absence:

Applications for reinstatement from a leave of absence must be made to the Airport Manager before the leave expires. The Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine his fitness to return to work. An employee who has requested and received an approved leave of absence of thirty (30) calendar days or less shall, upon return from such leave, be given his former job or a job of like status and pay. An employee returning to work from an approved leave of absence of more than thirty (30) calendar days shall

be given his former job or a job of like status and pay, unless the Employer's circumstances have so changed so as to make it unreasonable to do so. In which event, he shall be granted a job to which his seniority entitles him.

(h) General Conditions:

During a leave of absence, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement. Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence and extensions, except that seniority shall accumulate only for the first sixty (60) days of a personal leave of absence and shall be retained thereafter. Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

ARTICLE 25 - EXTENDED MILITARY LEAVE:

Upon application to the Airport Manager, a military leave of absence (without pay) for a normal tour of duty will be granted to employees who have acquired seniority. This applies to employees who are inducted through Selective Service, voluntarily enlist, or are called through membership in the National Guard or a reserve component into the Armed Forces of the United States.

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

ARTICLE 26 - NON-DISCRIMINATION:

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

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

ARTICLE 27 - HOSPITALIZATION COVERAGE:

The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his dependents; the plan to be Michigan Blue Cross MVF plus Master Medical. This coverage shall be applied to all seniority employees.

The employee shall also be provided a \$2.00 prescription rider.

The Employer shall adopt a Blue Cross/Blue Shield Dental Plan 50/50 co-pay, the rates to be paid by the Employer.

The Employer shall adopt a Vision Plan effective January 1, 1986 to be paid by the employer.

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

ARTICLE 28 - HOLIDAYS:

The paid holidays are designated as:

Day before New Year's Day	Labor Day
New Year's Day	Veteran's Day
President's Day	2 Personal Leave Days with Pay
Day after Thanksgiving	Thanksgiving Day
Day before Christmas	Memorial Day
Christmas Day	Independence Day
	Employee's Birthday

Time and one-half shall be paid for all hours worked on a holiday listed above in addition to holiday pay.


ARTICLE 29 - VACATIONS:

After the completion of one (1) full year of employment, one (1) work week. After completion of two (2) years of continuous employment, two (2) work weeks. After the completion of five (5) years of continuous employment, three (3) weeks. After the completion of ten (10) years of continuous employment, four (4) work weeks. Preference of vacation shall be granted on the basis of seniority. Unused vacation time will not be paid for by the Employer.

ARTICLE 30 - LIFE INSURANCE:

The Employer will provide a ten thousand (\$10,000) dollar term life insurance for all employees covered by this Agreement.

ARTICLE 31 - WAGES:

D.K.  The schedule of wage rates that will prevail beginning January 1, 1998⁴, is given as Appendix A, which Appendix is incorporated and made a part of this Agreement.

ARTICLE 32 - MANAGEMENT RIGHTS:

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

(a) Manage and control its equipment and operations and to direct its working forces.

(b) Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.

(c) The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for cause, determine the size of the work force and lay off employees.

(d) Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing and/or disseminating its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation therein and the institution of new and/or improved methods or changes therein.

(e) Determine the qualifications of employees.

(f) Determine the production, service, maintenance or distribution of work and the source of materials and supplies.

(g) Determine the policy affecting the selection, testing or training of employees.

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

ARTICLE 33 - TERMINATION AND MODIFICATION:

This Agreement shall continue in force and effect until 11:59 p.m., December 31, 1995.

(a) If either party desires to terminate this Agreement, it shall ninety (90) days prior to the termination date give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on ninety (90) days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall ninety (90) days prior to the termination date or any subsequent termination date give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to: 710 Chippewa Square, Marquette, Michigan 49855; and of Commissioners, Houghton County Court House, Houghton, Michigan 49931, or to any such address as the Union or the Employer may make available to each other.

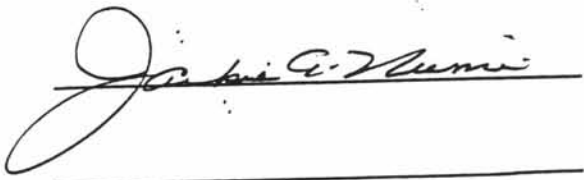
ARTICLE 34 - EFFECTIVE DATE:

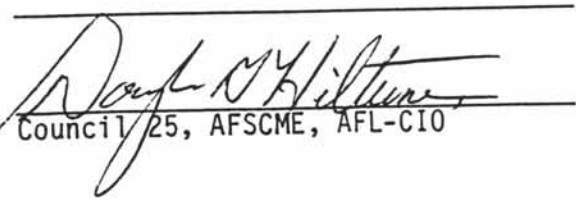
This Agreement shall become effective January 1, 1994 and shall expire on December 31, 1995.

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO SET THEIR HANDS:

LOCAL #226, COUNCIL #25 of the
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO:

HOUGHTON COUNTY BOARD OF
COMMISSIONERS:




Council 25, AFSCME, AFL-CIO

APPENDIX A - WAGE RATES

<u>Classification</u>	<u>Effective 1-1-94</u>	<u>Effective</u>	<u>Effective</u>
Equipment Operator	11.70		

WAGES: Effective 1-1-95. Reopen for wages.

The employment rate of an equipment operator for the first through fourth year of employment shall be as follows:

60 Day Probationary (Days Worked)	1st Year (Remainder of Year)	2nd Year	3rd Year	4th Year
\$1.00/hr. less than full rate	.75/hr. less than full rate	.50/hr. less than full rate	.25/hr. less than full rate	Full rate

APPENDIX B - TOWER CLIMB

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

APPENDIX C - PENSION

The Employer agrees to pay the full cost of the existing retirement plan. The plan being Municipal Employees Retirement System. Effective January 1, 1995 the plan shall be changed to B-3. Wage increases in 1995 shall help to offset cost increase from B-2 to B-3.

APPENDIX D - UNEMPLOYMENT INSURANCE

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

APPENDIX E - CLOTHING ALLOWANCE

An allowance of \$250.00 per year will be made for clothing maintenance. This will be paid in the amount of \$125.00 on June 15 and \$125.00 on December 15.

APPENDIX F - PHYSICAL EXAMINATIONS

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

APPENDIX G - TOOL REPLACEMENT

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

APPENDIX H - LONGEVITY

Longevity shall be paid on the employees anniversary date and shall be paid as follows:

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

APPENDIX J - C.D.L. REIMBURSEMENT

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

LETTER OF UNDERSTANDING
BETWEEN
HOUGHTON COUNTY BOARD OF COMMISSIONERS
AND
HOUGHTON COUNTY AIRPORT EMPLOYEES'
CHAPTER OF LOCAL #226
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

It is mutually understood and agreed upon by the parties hereto that if the assistant airport manager, at least half the time, performs duties normally done by the equipment operator, then the assistant manger position will become part of the bargaining unit.

If the Houghton County Courthouse and Sheriff's Department employees agree to changes in Article 27, Hospitalization Coverage, the Airport Employees will agree also, providing their are no drastic cuts in benefits.

Dated this 2nd day of January 1994.

FOR THE UNION:

FOR THE EMPLOYER:

Daniel A. Kupina

Jackie A. Truitt

Wayne G. Heltzer

LETTER OF UNDERSTANDING
 BETWEEN
 HOUGHTON COUNTY BOARD OF COMMISSIONERS
 AND
 HOUGHTON COUNTY AIRPORT EMPLOYEES'
 CHAPTER OF LOCAL #226
 MICHIGAN COUNCIL #25, AFSCME

Effective January 1, 1996

It is mutually understood and agreed upon by the parties hereto:

1. Appendix A. Wage Rates.

<u>Classification</u>	<u>Effective 1/1/95</u>	<u>Effective 1/1/96</u>
Equipment Operator	12.00	12.55

The employment rate of an equipment operator for the first through fourth year of employment shall be as follows:

<u>60 Day Probationary (Days Worked)</u>	<u>1st Year (Remainder of Year)</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
\$1.00/hr. less than full rate	.75/hr. less than full rate	.50/hr. less than full rate	.25/hr. less than full rate	Full rate

2. Appendix C. Pension.

1) Effective January 1, 1996, the County will provide a Michigan Municipal Employees' Retirement Plan B-3 with a 55/15 Rider. A \$.40 an hour deduction shall be made from each employee as a contribution towards the funding of the B-3 Retirement Plan with a 55/15 rider. The forty cents will be considered as deferred compensation.

2) A quarterly review of each employee's MERS Pension Contribution will be made available to each employee and the Bargaining Unit upon receipt of each employee's consent to such disclosure.

Dated this 10th day of December, 1996.

FOR THE UNION:

William A. Metz

FOR THE EMPLOYER:

Justin A. Piumi

DGH:rluoe547aflio
112696

AGREEMENT
between
HOUGHTON COUNTY BOARD OF COMMISSIONERS
and
HOUGHTON COUNTY AIRPORT EMPLOYEES
CHAPTER OF LOCAL #226
MICHIGAN COUNCIL #25
AFSCME

The parties agree there shall be a thirty cents (\$.30) per hour wage increase for the contractual year 1995 effective 1/1/95 and shall be retroactive to the 1995 date.

Dated this May 15, 1996

For the Union:

William A. Metz
Ray L. White

For the Employer:

Jarvis G. Thum
