

AGREEMENT

COUNTY OF KALAMAZOO

- and -

**KALAMAZOO/BATTLE CREEK INTERNATIONAL
AIRPORT**

-and-

MICHIGAN COUNCIL #25

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO,

LOCAL NO. 1677.04

January 1, 2018 – December 31, 2020



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

INDEX

ARTICLE 1 - PURPOSE AND INTENT1

ARTICLE 2 - RECOGNITION1

ARTICLE 3 - MANAGEMENT'S RIGHTS1

ARTICLE 4 - UNION'S RIGHTS1

ARTICLE 5 - AGENCY SHOP3

ARTICLE 6 – UNION DUES/CHECK OFF3

ARTICLE 7 - SPECIAL CONFERENCES.....4

ARTICLE 8 - GRIEVANCE PROCEDURE4

ARTICLE 9 – DISCIPLINE AND DISCHARGE CASE6

ARTICLE 10 - SENIORITY7

ARTICLE 11 - STRIKES AND LOCKOUTS10

ARTICLE 12 - TEMPORARY ASSIGNMENT10

ARTICLE 13 - CHANGES IN CLASSIFICATIONS.....11

ARTICLE 14 - LEAVES OF ABSENCE.....11

ARTICLE 15 - SICK LEAVE15

ARTICLE 16 - WAGES AND HOURS; OVERTIME16

ARTICLE 17 - WORK WEEK.....19

ARTICLE 18 - STANDBY PAY19

ARTICLE 19 - EQUALIZATION OF OVERTIME HOURS20

ARTICLE 20 - WORKERS' COMPENSATION.....21

ARTICLE 21 - UNEMPLOYMENT COMPENSATION21

ARTICLE 22 - ACCIDENT REPORTING.....21

ARTICLE 23 - HOLIDAYS.....22

ARTICLE 24 – ANNUAL LEAVE.....23

ARTICLE 25 – HEALTH INSURANCE.....24

ARTICLE 26 – DISABILITY INSURANCE24

ARTICLE 27 – RETIREMENT PLAN26

ARTICLE 28 – UNIFORM ALLOWANCE26

ARTICLE 29 – TUITION REFUND POLICY27

ARTICLE 30 – LONGEVITY COMPENSATION PLAN.....27

ARTICLE 31 – MAINTENANCE OF DISCIPLINE27
ARTICLE 32 - GENERAL.....27
ARTICLE 33– DURATION.....29
LETTER OF AGREEMENT
APPENDIX A – SALARY SCHEDULE – EFFECTIVE 1/1/2018

AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2018, by and between the COUNTY OF KALAMAZOO, hereinafter referred to as the "Employer," and MICHIGAN COUNCIL #25; AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL NO. 1677, hereinafter referred to as the "Union."

ARTICLE 1 - PURPOSE AND INTENT

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

ARTICLE 2 - RECOGNITION

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

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

ARTICLE 3 - MANAGEMENT'S RIGHTS

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

ARTICLE 4 - UNION'S RIGHTS

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

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

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

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

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

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

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

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

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

ARTICLE 5 - AGENCY SHOP

Section 1: Union Membership.

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time may voluntarily continue membership in the Union or voluntarily pay service fees as set forth by the Union after the effective date of this Agreement, and such conditions may continue for the duration of this Agreement, except that employees may revoke their membership in the Union and discontinue paying membership dues or service fees as set forth in Section (d) below.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective but who choose to join after such date, may become members in the Union or pay service fees as set forth by the Union, except that employees may revoke their membership in the Union and discontinue paying dues or service fees as set forth in Section (d) below.
- (c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement may voluntarily become members of the Union or pay service fees as set forth by the Union upon the completion of their probationary period. Employees may revoke their membership in the Union and discontinue paying dues as set forth in Section (d) below.
- (d) Employees covered by Article 5 above may revoke his/her membership in the Union and discontinue paying dues and/or service fees upon concurrent written notice to the Union and Employer's payroll department. The revocation will become effective after the first full pay period that such concurrent notice was received.
- (e) In the event Public Act 349 of 2012 is either overturned with no further appeals or repealed, the language in Article 5 and Article 6 shall revert back to the language in effect prior to the Act.

ARTICLE 6 – UNION DUES/CHECK OFF

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

Section 2: The Local Union will be notified by the Employer of the names of employees who cease membership and/or service fee following the end of each month in which the termination took place.

Section 3: An employee who voluntarily becomes a member but does not have his/her dues or service fees deducted from his/her pay will make payment directly to the Union.

ARTICLE 7 - SPECIAL CONFERENCES

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1: Definition of Grievance. The term "Grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced according to the time limits established in Section 2, below. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

Section 2: Time Limitation. The time limits set forth in the grievance procedure shall be followed by the parties. If the time procedure is not followed by the Union, the grievance shall be considered withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure and shall not be considered "working days". The grievance may be withdrawn at any step of the procedure.

Section 3: First Step. An employee who has a grievance must, along with his/her steward, submit the grievance orally to the aggrieved employee's supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based. The supervisor shall give the employee an oral answer to the grievance within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) after the grievance has been presented.

Section 4: Second Step. If the grievance is not settled in the First Step, it shall be reduced to writing by the Union Steward and/or the employee, stating the grievance, the contract provision(s) alleged to be violated, and the remedy desired; and they shall sign the grievance and submit it to the department head or the employee's immediate supervisor within five (5) regularly scheduled working days after the First Step answer has been received by the aggrieved employee or Union Steward. Upon receipt of the written grievance, the department head or the employee's immediate supervisor shall arrange a meeting at a mutually satisfactory time between the aggrieved employee and/or a Union representative within five (5) regularly scheduled working days. The department head or his/her designated representative shall give the Union representative a written Second Step answer to the grievance within (10) regularly scheduled working days after such meeting, unless such time limit has been extended by mutual agreement between the department head and the Union. If the grievance is settled at this step, the Employer's copy of the answer shall be signed by the Union representative.

Section 5: Third Step. If the grievance has not been settled in the Second Step and is to be appealed to the Third Step, such notice of appeal must be given in writing to the Director of Human Resources within five (5) regularly scheduled working days after the receipt by the Union committee member of the department head's Second Step answer. The grievance reaching this step shall be considered at a meeting between the Union's grievance committee and a committee designated by the Director of Human Resources, which meeting shall be held no later than ten (10) regularly scheduled working days from the time the appeal was taken to this step. The County Human Resources Director shall give the chairman of the Union's committee a written Third Step answer within five (5) regularly scheduled working days after such meeting, unless such time limit has been extended by mutual agreement between the County Human Resources Director and the Union. If the grievance is settled at this step, the Employer's copy of the answer shall be signed by the chairman of the Union's committee. Nothing contained in this Agreement shall be construed to prohibit the Union from requesting participation of a representative of the Union when a grievance reaches the Third Step of the grievance procedure, nor to prohibit the participation therein of an external, designated representative at such stage by the Employer.

Section 6: Fourth Step. If the answer at the Third Step by the Employer is not satisfactory to the Union, and the Union wishes to appeal it further, the Chapter Chairman shall refer the matter to Council #25.

- (a) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Third Step meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration in accordance with the Federal Mediation and Conciliation Rules and Procedures.
- (b) If the Union gives notice of such desire to arbitrate, the parties may jointly request the services of the American Arbitration Association to provide a list of arbitrators, in the event the parties do not mutually agree on the arbitrator or another selection process. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

- (c) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. In cases of discharge or disciplinary suspension, the arbitrator shall have the authority to determine if the action of the employer is to be sustained or if the employee is to be reinstated with full, partial, or no compensation. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

Section 7: It is understood and agreed that by mutual agreement, in writing, between the Employer and the Union, the time limit herein specified may be extended.

Section 8: Election of Remedy. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the Grievance Procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. Employees still must adhere to the contract grievance procedure time limits.

This provision shall not be interpreted to prohibit an employee from availing him/herself of remedies provided under the Michigan Worker's Compensation Act or bringing a charge with the Equal Employment Opportunity Commission and pursuing a concurrent grievance. If an arbitrator denies jurisdiction because of the Election of Remedy, the employee may utilize the statutory or administrative remedy.

In the event this Election of Remedy provision is overturned by law or the Courts, with no further appeals, this section shall be modified or removed accordingly.

ARTICLE 9 – DISCIPLINE AND DISCHARGE CASE

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

Section 2: In the event it should be decided under the grievance procedure that the employee was unjustly discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which

compensation, if any, shall be at the employee's regular rate of pay less such compensation as he/she may have earned at other employment during such period.

Section 3: Discipline shall be imposed for "just cause" for all non-probationary employees. In imposing the discipline of discharge on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously.

ARTICLE 10 - SENIORITY

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

Section 2: All new employees shall be probationary employees until they have worked 1040 hours for the Employer. When a new part time employee is hired, he/she shall be a probationary employee until they have worked 520 hours for the Employer. Overtime worked during the probationary period shall be counted toward the total hours worked for this section at straight time. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him/her for regular employee status.

- (a) During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the Employer without regard to his/her relative length of service.
- (b) Upon satisfactorily completing his/her probationary period, the employee's name shall be entered on the seniority list as of his/her most recent date of hire.

Section 3: An up-to-date seniority list shall be prepared by the Employer and presented to the Union on January 1st of each year or as as practicable thereafter or upon request by Union leadership. In compliance with this provision, it shall be deemed to have been accomplished if the Employer provides the Union's Chapter Chair, Secretary or Treasurer a copy of the seniority list.

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

Section 4: An employee's seniority shall terminate for the following reasons:

- (a) The employee resigns, quits or retires;
- (b) The employee is discharged for just cause and is not reinstated;
- (c) When, following a layoff, the employee fails or refuses to notify the Employer within forty-eight (48) hours after receipt of the recall notice sent by certified mail, return receipt requested, to his/her last address of record or by personal service of his/her intent to return to work within three (3) regularly scheduled working days after receipt of such recall notice;
- (d) If he/she is absent for three (3) regularly scheduled working days without notifying the Employer within such three (3) day period of a justifiable reason for such absence;
- (e) If he/she fails to return to work immediately upon the expiration of a leave of absence or any extension thereof or accepts employment elsewhere while on a leave of absence which would preclude him/her from performing his/her responsibilities and duties for the Employer;
- (f) When a regular full-time employee has been laid off for lack of work for a continuous period of time in excess of twenty-four (24) consecutive months;
- (g) The employee is convicted of or pleads no contest to a high court misdemeanor or felony or other misdemeanor that prevents the employee from retaining their security clearance through the TSA; or
- (h) The employee is off work on workers compensation for a period in excess of two (2) years and/or accepts a workers compensation settlement which waives the employee's seniority or employment rights.

Section 5: Seniority shall prevail in the layoff and recalling of employees. Layoffs shall be determined by the Employer. When it becomes necessary to lay off employees, part-time, probationary, temporary and seasonal employees shall be laid off first, provided there are employees with seniority who are available, qualified and who have the then present skills, education, qualifications, ability and physical fitness to satisfactorily perform the work of such probationary employees without training as determined by the employer.

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

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

has the then present skills, education, qualifications, ability and physical fitness to satisfactorily perform the work of the employee with a maximum of a one week training or break-in period as determined by the Employer.

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

- (a) In the event of a layoff, an employee so laid off shall be given fourteen (14) calendar days' notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) days' notice mailed to his/her last known address shall be provided. When recalling employees following a layoff for lack of work, the laid-off employee with the most seniority who is qualified and has the then present skills, education, qualifications, ability and physical fitness to satisfactorily perform the work without training shall be the first employee recalled as determined by the Employer.
- (b) Part-time employees shall not be permitted to exercise their seniority to displace full-time employees.

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

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

Section 7: From among those employees who bid therefore, the job will be awarded to the senior employee within the bargaining unit with the then present skills, education, qualifications, ability and physical fitness to satisfactorily perform the work as determined by the Employer. If no one bidding in the bargaining unit has the then present skills, education, qualifications, ability and physical fitness to satisfactorily perform the work as determined by the Employer, it may be filled by hiring.

Section 8: In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to the employee with a copy given to such employee's steward. In the event the senior applicant files a grievance it will begin the Third Step.

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

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

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

ARTICLE 11 - STRIKES AND LOCKOUTS

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

ARTICLE 12 - TEMPORARY ASSIGNMENT

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

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

ARTICLE 13 - CHANGES IN CLASSIFICATIONS

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

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

ARTICLE 14 - LEAVES OF ABSENCE

Section 1: Witness and Jury Duty. A full-time employee who is summoned for jury duty or subpoenaed to testify as a witness in an employment related matter shall be granted a leave of absence with full pay, less the amount received by the employee for such service.

A full-time employee who is subpoenaed to testify as a witness in a non-employment related matter will be granted a leave of absence, but will be required to use annual leave or compensatory time for their absence, if available; otherwise the leave of absence shall be without pay.

- (a) The employee shall be expected to be at work at all regularly scheduled hours when not serving. If the employee is excused from serving or testifying with at least one hour left in the work day, the employee may be required to return to work.
- (b) The employee must notify the Employer of such juror duty or witness testimony as soon as practicable.
- (c) An employee who does not lose time from his/her regularly scheduled work thereof, but who nevertheless has performed jury duty within the eight (8) hour period immediately before the beginning of his/her shift, at his/her request may have the amount of time off from his/her regularly scheduled shift equal to the time he/she was required to spend in court during that eight (8) hour period.

Section 2: Military Leave. The Employer will continue to abide by all State of Michigan and Federal laws pertaining to Military Leave. To the extent the following is consistent with current law the Employer will provide:

- (a) Employees who are inducted into the Armed Forces of the United States, or who join the Armed Forces in lieu of being inducted, under provisions of the Selective Service Act of 1940 and as amended, shall be entitled to a leave of absence without pay for the period of service required by such original induction. Upon their honorable discharge, such employees will be reinstated

to their former positions or one comparable to it provided they make formal application for reinstatement within ninety (90) days after military discharge.

- (b) Military Leave for Reserve Duty. A full-time employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program or National Guard, shall be granted such leave upon proper documentation by his/her commanding officer. He/she shall be paid by the County the difference between the amount received for the training and his/her full salary.
- (c) Any full-time employee who is called for emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and/or the citizens of the United States, shall be paid his/her full salary for a period not to exceed five (5) working days.
- (d) The parties have agreed that in the event the federal government mandates that those employees in the armed forces reserve or national guard train more than two (2) weeks per year, that the parties will reopen this Section of the Agreement for further negotiations.
- (e) Active Duty or Reserve Duty Leave. When an employee is called to active duty (Art. 14, Sec. 2) or reserve duty (Art. 14, Sec. 3) in any branch of the United States' Armed Forces the County will continue, for the duration of the employee's military leave of absence, to provide the employee's eligible dependents with County KalFlex health insurance coverage (Art. 25, Sec. 1) under the same terms and conditions as if the employee were still actively working for the County.

Section 3: Human Resources ("HR") Special Leave. A HR Special Leave is a leave not covered under FMLA or short/long-term disability. An employee may apply for HR Special leave (without pay) for a period of up to 90 days, for:

1. A death in their immediate family,
2. Adoption, birth of child,
3. Medical reasons, and/or
4. Caring for the employee's spouse, dependent son, dependent daughter or parent who has a serious health condition.

All HR Special Leave requests shall be specific as to their duration. Granting of such leave shall be the discretion of the Human Resources Director or his/her designee.

If the leave is granted; seniority shall be retained and accumulated during the period of leave. The employee will not accrue any paid leave time, such as annual or sick leave time. While on

leave, the employee's County insurance benefits would continue as long as the employee pays their portion of the premium while on leave.

If the employee has not been reinstated within 90 days after the commencement of the leave, employment status may be terminated. Employees who fail to return from a leave will be obligated to reimburse the County for the cost of County-paid health coverage.

Section 4: Union Business. Available to the unit each year are seven (7) days with pay which, with three (3) days' notice to their supervisor, may be utilized by up to two (2) people who have been elected or selected by the unit to attend functions of the Council or international union.

Section 5: Medical Leave. The Employer will continue to abide by the Family and Medical Leave Act of 1992 (FMLA), as amended. To the extent the following is consistent with the FMLA the Employer will provide:

For purposes of Sections 5 and 6 of this Agreement, the following definitions apply:

Eligible employee - one who has regular status, has been employed minimally for twelve (12) months, and worked 1,250 hours during the twelve (12) month period immediately preceding the leave. An eligible employee who takes a leave under this policy is guaranteed to return to the job that he/she left if the leave time does not exceed twelve (12) weeks in any twelve (12) month period, measured backward from the date the leave began.

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

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

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

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

All requests for Medical Leave of Absence must be approved by Human Resources. Upon approval by Human Resources, a department may fill the vacancy created by the medical Leave of Absence. The employee granted a Medical Leave of Absence is guaranteed reinstatement to the same or an equivalent position which he/she held prior to the leave, if the leave does not exceed twelve (12) weeks. An employee, before returning to his/her duties from an illness of over five (5) consecutive working days, shall submit a statement from his/her

physician certifying his/her ability to return to work. Such statement shall be submitted to Human Resources.

For those employees whose leave exceeds twelve (12) weeks, every effort will be made to place the employee in a comparable position. If the employee has not been reinstated twelve (12) months after the commencement of the leave, regular status will be terminated.

Section 6: Family Leave. The Employer will continue to abide by the Family and Medical Leave Act of 1992 (FMLA), as amended. To the extent the following is consistent with the FMLA the Employer will provide:

For definitions of eligible employee, family member, and serious health condition, see Section 5.

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

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

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

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

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

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

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

Section 7: Part-time Employees. ARTICLE 14, Sections 1-6, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after April 1, 2014; to the extent this provision is not inconsistent with the applicable State or Federal law. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously

provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 15 - SICK LEAVE

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

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

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

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

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

- (a) When it is established to the County's satisfaction that an employee is incapacitated for the safe performance of his/her duty because of a sickness or injury.

- (b) When due to exposure to contagious disease by which the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be required.
- (c) When unusual situations or emergencies exist in the employee's immediate family. Failure to make diligent effort to notify the employee's department head may result in loss of pay.
- (d) To care for family members living in the employee's home who are ill or injured.
- (e) For any absence for which the employee qualifies for FMLA leave.

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

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

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

Section 8: Part-time Employees. ARTICLE 15, Sections 1-7, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after April 1, 2014; to the extent this provision is not inconsistent with the applicable State or Federal law. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 16 - WAGES, HOURS, RE-OPENER; OVERTIME

Section 1: Effective the first full pay period after January 1, 2018, the pay rates for each classification covered by this Agreement will increase by 1.75% as set forth in the attached Salary Schedule. Step increases will be provided pursuant to County policy.

The attached Salary Schedule includes the 2.25% wage increase to all steps of each classification agreed to by the parties during the first re-opener for the prior Agreement effective January 1, 2016; and the 2% wage increase to all steps of each classification agreed to by the parties during the second re-opener of the prior Agreement, effective January 1, 2017.

* Agreement re-opener. On or after August 1, 2018, either party may choose one issue for a re-opener (in addition to the purchase of a pension multiple issue), to take effect on or after January 1, 2019, by giving notice to the other party no later than September 30, 2018. If the issue for a re-opener is not presented in time the opportunity for a re-opener shall be waived and the contract will continue in full force and effect until December 31, 2020. On or after August 1, 2019, either party may choose one issue for a re-opener (in addition to the purchase of a pension multiple issue), to take effect on or after January 1, 2020, by giving notice to the other party no later than September 30, 2019. If the issue for a re-opener is not presented in time the opportunity for a re-opener shall be waived and the contract will continue in full force and effect until December 31, 2020.

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

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

Section 4: Overtime pay shall be calculated at one and one-half (1.50) times the hourly rates of the non-exempt employee for hours worked in excess of their shift schedule (excluding annual leave, sick leave and compensatory time used) as follows:

- (1) For all hours over eight (8) in one work day for employees regularly scheduled for eight (8) hour shifts; or
- (2) For all hours worked over ten (10) in any one work day for employees regularly scheduled for ten (10) hour shifts.

Overtime will be calculated in fifteen (15) minute increments by rounding time worked to the nearest quarter hour in any one day. Employee time from one (1) to seven (7) minutes will be rounded, and thus not counted for hours worked. Employee time from eight (8) to fourteen (14) minutes will be rounded up and counted as a quarter of an hour worked..

- (3) A record of compensatory time off shall be maintained in the County's Payroll Office. The compensatory time off hours available to each employee shall be reported out as frequently as, and on the same document reflecting the overtime hours as identified in Article 19, Section 2.
- (4) An employee's request to use available compensatory time off shall follow the same procedure as the request for use of annual leave. No hours may be taken before they are earned, i.e. in anticipation of future overtime.

- (5) The Airport Director or his designee may approve or deny the use of compensatory time off, however the use will not be unreasonably denied.
- (6) Compensatory time off may be taken in whole hour increments, only.
- (7) Compensatory time off may not be utilized during the pay period in which it is accrued.
- (8) All time taken as compensatory time will be considered as hours worked for the purposes of computing benefits under this Agreement such as sick leave and annual leave. However, for the purpose of eligibility for overtime pay, overtime pay shall be calculated at one and one-half (1.50) times the hourly rate of the non-exempt employee for hours worked (excluding annual leave, sick leave and compensatory time used) as follows:
 - (a) For all hours over eight (8) in one work day for employees regularly scheduled for eight (8) hour shifts; or
 - (b) For all hours worked over ten (10) in any one work day for employees regularly scheduled for ten (10) hour shifts.

Compensatory time will be calculated in fifteen (15) minute increments by rounding time worked to the nearest quarter hour in any one day. Employee time from one (1) to seven (7) minutes will be rounded, and thus not counted for hours worked. Employee time from eight (8) to fourteen (14) minutes will be rounded up and counted as a quarter of an hour worked.
- (9) As of September 30 of each year, any hours which have not been used shall be paid to the employee at his/her rate of pay ("cashing-out") as of the date of cashing out. There will be no cashing-out of accrued compensatory time off until September 30 of each year. The cashing-out payment will be made with the first full paycheck in October. On October 1 of each year, the comp time bank for each employee will be reset to zero.
- (10) Notwithstanding paragraph 8, above, when the cashing-out occurs, the hours which are cashed-out will not count as hours worked, such that the standard 40-hour work week is reduced.
- (11) At his sole discretion and at any time, this policy may be discontinued by the Airport Director. In the event this Section is cancelled, or terminates by its own terms, prior to the end of CBA of which it is a part, the provisions of the previously existing Article 16, Section 4 will be reinstated.

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

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

ARTICLE 17 - WORK WEEK

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

- (a) A department may establish different work hours or a different work week provided that said department has the concurrence of a majority of the affected bargaining unit members.
- (b) The first shift shall be any shift that regularly starts at 12:00 a.m. to 8:00 a.m. The second shift shall be any shift that regularly starts on or after 8:00 a.m. to 4:00p.m. The third shift shall be any shift that regularly starts on or after 4:00p.m. to 12:00a.m.

Section 2: Employees working the first or third shift will receive the following shift premium:

- (a) An additional \$0.15/hr. for first shift; or
- (b) An additional \$0.10/hr. for third shift.

ARTICLE 18 - STANDBY PAY

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

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

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

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

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

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

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

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

ARTICLE 19 - EQUALIZATION OF OVERTIME HOURS

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

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

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

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

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

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

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

Section 5:

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

ARTICLE 20 - WORKERS' COMPENSATION

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

ARTICLE 21 - UNEMPLOYMENT COMPENSATION

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

ARTICLE 22 - ACCIDENT REPORTING

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

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

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

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

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

ARTICLE 23 - HOLIDAYS

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

- | | |
|---------------------------|-----------------------------|
| 1. New Year's Day | January 1 |
| 2. Memorial Day | Last Monday in May |
| 3. Independence Day | July 4 |
| 4. Labor Day | First Monday in September |
| 5. Thanksgiving Day | Fourth Thursday in November |
| 6. Day after Thanksgiving | Fourth Friday in November |
| 7. Christmas Eve | December 24 |
| 8. Christmas Day | December 25 |

Section 2: When any holiday enumerated above falls on Sunday, the immediately following Monday shall be observed as the holiday. When any enumerated holiday falls on Saturday, the immediately preceding Friday will be observed as the holiday. Employees who are not regularly scheduled to work Monday through Friday and are required to work on the actual holiday will not have their holiday observance moved. When December 25th falls on a Saturday, causing the observance of the holiday on Friday, December 24th, then Thursday, December 23rd will be the observance day for the December 24th holiday. When December 24th falls on Sunday, the observance day will then be Friday, December 22nd.

Section 3: If an employee is assigned to work a holiday, he/she shall receive, in addition to the aforementioned holiday pay, time and one-half the employee's regular hourly rate for all hours worked on said holiday.

Section 4: Part-time Employees. ARTICLE 23, Sections 1-3, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after April 1, 2014; to the extent this provision is not inconsistent with the applicable State or Federal law. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a

full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 24 – ANNUAL LEAVE

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

Section 2: Every continuing full-time employee in the County classified service shall be entitled to annual leave with pay of four (4) hours for each completed biweekly pay period.

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

- (a) For five or more, but less than ten years, 24 hours annually.
- (b) For ten or more, but less than fifteen years, 40 hours annually.
- (c) For fifteen or more, but less than twenty years, 56 hours annually.
- (d) For twenty or more years, 72 hours annually.

Section 4: No annual leave shall be authorized, accrued or credited in excess of 360 hours. When an employee is separated from County service and such employee has completed a one (1) year employment period, he/she shall be paid at his/her current rate of pay for his/her unused annual leave, not to exceed 240 hours. An employee's annual leave balance will be reported on his/her biweekly paycheck stub.

Section 5: Employees who transfer from one County Department to another shall have their balance of leave time transferred to the new department.

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

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

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

Section 9: Part-time Employees. ARTICLE 24, Sections 1-8, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after April 1, 2014; to the extent this provision is not inconsistent with the applicable State or Federal law. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

Section 10: On January 1st of each year, all regular bargaining unit employees will receive 50 hours of annual leave.

ARTICLE 25 – HEALTH INSURANCE

Section 1: Effective as soon as practicable on or after April 1, 2014, the Employer shall provide the same health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time. The Employer shall comply with all applicable COBRA rules and regulations.

Section 2: In situations where a bargaining unit member’s spouse is a full-time employee of the County within this bargaining unit, said employees shall decide which employee receives “primary” coverage and which employee receives “dependent” coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as “primary.”

Section 3: In situations where a bargaining unit member’s spouse is a full-time employee of the County outside of this bargaining unit, the bargaining unit member shall be assigned coverage as a “dependent,” unless prohibited by the insurance carrier.

Section 4: A bargaining unit member who receives either “primary” or “dependent” coverage from the County shall not be eligible for any payment in lieu of coverage.

Section 5: Effective as soon as practicable on or after April 1, 2014, the Employer shall provide the same payment in lieu of health insurance coverage benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

Section 6: Part-time Employees. ARTICLE 25, Sections 1-5, shall not apply to employees hired into or transferring into a part time (less than .75 FTE) position after April 1, 2014; to the extent this provision is not inconsistent with the applicable State or Federal law. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first.

ARTICLE 26 – DISABILITY INSURANCE

Section 1: Effective as soon as practicable on or after January 1, 2014, each regular bargaining unit employee who works thirty-two (32) hours per week or more, shall be eligible for the

County's Short-Term/Long-Term Disability Insurance Program under the same terms and conditions as non-union employees receive, which may change from time to time.

Section 2: The Short-Term Disability Insurance Program shall be fully coordinated with the employee's sick leave accumulation. Such disability insurance shall be available after twenty-one (21) calendar days for illness and zero (0) days for accidents provided the employee has exhausted his/her personal accumulation of sick leave. A disabled employee is eligible for approximately sixty (60%) percent of his/her regular salary. Leave time cannot be used to supplement disability payments. An employee may opt to use accumulated compensatory, personal or annual leave to continue 100% of salary before the disability payments begin. All other terms and conditions of such insurance are contained within the insurance contract between the County and the insurance provider, which may change from time to time.

Section 3: The County will continue to pay the County's portion of all insurance premiums during this period. Such coverage will continue for the employee as long as he/she pays his/her portion of the applicable insurance premiums during the short-term leave.

Section 4: The Long-Term Disability Insurance Plan is also fully coordinated with the employee's sick leave accumulation. Such plan covers a disability after the employee has been disabled for three (3) months. A disabled employee is eligible for 66.67% of his/her regular salary with offsets for family Social Security Disability Insurance and/or other income provided the employee has exhausted his/her personal accumulation of sick leave, for a maximum term of 5 years. Leave time cannot be used to supplement disability payments. All other benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider.

Section 5: An employee on long-term disability will not be considered on active status for purposes of being eligible for the benefits of this Contract, but the County will continue to pay the cost of the employee's health insurance premiums during this period, which shall not exceed a maximum term of 5 years. Such coverage will continue for the employee as long as he/she pays his/her portion of the applicable insurance premiums during the long-term leave. The employee on long-term disability will pay a health premium equal to active employee premium sharing; the premium share percentage is subject to the same increase/decrease as active employees. County continuation of health care coverage is limited to 24 months, beginning with the onset of the long-term disability benefits. After 24 months, health coverage would be terminated and insurance continuation would be offered to the employee. An extension of health coverage will be granted if proof of applying for Social Security Disability and, subsequently, Medicare benefits is provided to the County. The County will extend health coverage until all appeals through Medicare are finalized. While covered, the County will pay for the employee's health insurance only; the employee may continue dental, vision, and/or dependent health, dental and/or vision coverage at 100% his/her expense.

Section 6: The long-term disability insurance shall not be applicable to any injury or disability which is job related and covered by the Workers' Compensation Laws as set forth in this Agreement.

Section 7: Employer shall comply with all applicable Federal and State laws pertaining to employee disability.

Section 8: Part-time Employees. ARTICLE 26, Sections 1-7, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after April 1, 2014; to the extent this provision is not inconsistent with the applicable State or Federal law. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

ARTICLE 27 – RETIREMENT PLAN

Section 1: New employees, upon hiring, will sign an application to participate in the Kalamazoo County Employee Retirement System as provided for in a resolution adopted by the Board of Commissioners on March 1, 1960, and as amended (“Retirement Plan”). The multiplier to be utilized in Retirement Plan computations for employees hired prior to January 1, 2015, shall be 2.2%. For employees hired on or after January 1, 2015, the multiplier to be utilized in Retirement Plan computations shall be 1.7%. Members of the County Retirement Plan, hired on or before June 30, 2009, who have attained or attain age sixty (60) years and have eight (8) or more years of credited service may retire if such application is made in accordance with the conditions set forth in the Retirement Plan. An employee hired on or before June 30, 2009 with twenty-five (25) years of credited service may retire at age fifty-five (55) with no penalty for early retirement. The County shall pay the full cost of the Retirement Plan.

Employees hired on or after July 1, 2009 will be eligible for normal retirement benefits if they retire after attaining age sixty-five (65) with at least eight (8) years of service. They will be eligible to retire with a reduced benefit if they retire after attaining age sixty (60) with at least eight (8) years of credited service. This reduction in the benefit will not apply to an employee hired on or after July 1, 2009 who retires after attaining age sixty (60) with at least twenty-five (25) years of credited service.

Section 2: For all employees hired on or after April 1, 2014, the County will not provide retiree health insurance. Current employees who retire on or after January 1, 2014, who terminate employment after becoming eligible for immediate commencement of retirement benefits from the County, shall be eligible for group health insurance when the retiring employee meets the insurance eligibility criteria set forth in this Section. Effective on or after January 1, 2016, the Employer will provide the same retiree health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

ARTICLE 28 - UNIFORM ALLOWANCE

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

Section 2: Each employee who is required to wear safety shoes shall be entitled to a \$125.00 voucher each calendar year for the purchase of such safety shoes. The voucher can only be utilized at Okun Bros. Employees may purchase safety shoes elsewhere, but will be required to submit receipts, proof of “safety shoe” purchase and wait for reimbursement. Employees may, if

they choose, utilize the yearly \$125.00 allowance for repair of safety shoes they own. They must submit written proof of repairs, and the County will not reimburse employees' expenditures above \$125.00 per calendar year. To the extent an employee is required to wear prescription safety glasses, each employee shall, upon submitting proof of purchase, be reimbursed by the County up to \$100.00 per calendar year.

ARTICLE 29 - TUITION REFUND POLICY

Section 1: The County shall pay 100% of tuition to a maximum of \$2,000.00 a year to regular full-time employees taking approved courses, as outlined in a more detailed policy statement available from the Human Resources Department. Approved courses shall be those which provide for the systematic improvement of the knowledge or skills required in the performance of the employee's work or courses that, for other reasons, will be beneficial to the employee and the County. All courses shall be approved by the Human Resources Director prior to issuance of the tuition reimbursement.

ARTICLE 30 - LONGEVITY COMPENSATION PLAN

Section 1: The Longevity Compensation Plan was eliminated on December 31, 2014, and no longevity payments shall be paid thereafter.

ARTICLE 31 - MAINTENANCE OF DISCIPLINE

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

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

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

ARTICLE 32 - GENERAL

Section 1: The Employer agrees to make available to each employee an electronic copy, or at the request of the employee a hard copy, of this Agreement.

Section 2: All hours paid to an employee shall be considered hours worked for the purpose of computing benefits under this Agreement, such as sick leave, annual leave, and personal business leave. However, for the purpose of eligibility for overtime pay, overtime pay shall be calculated on hours worked (including holiday, personal, and annual leave, but excluding sick leave and compensatory time used) over forty (40) hours in a Saturday through Friday calendar week..

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

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

Section 5: The Employer will not aid, promote nor finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

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

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

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

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

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

Section 10: Bargaining Unit members shall be eligible to participate in the Kalamazoo County Worksite Wellness Program under the same terms and conditions as non-union employees, which may change from time to time. Participation by individual unit members is completely

voluntary. Individual participate results shall be kept strictly confidential between the contract provider and the Employee, provided this does not prohibit the normal reporting of names of participants for qualification incentives or for the collection and reporting of data which does not identify an individual participant. Participation or lack thereof shall not limit any members' rights under the collective bargaining agreement.

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

Section 11: To the extent that the law provides, this agreement shall be binding on the County's successors.

Section 12: Part-time Employees. ARTICLE 32, Sections 1-11, shall not apply to employees hired into or transferring into a part time (less than .8 FTE) position after April 1, 2014; to the extent this provision is not inconsistent with the applicable State or Federal law. If the employee is moved to part-time status by the Employer, that employee will retain the benefits previously provided in the applicable Section(s) for a term not to exceed 7 months or upon turning down a full-time position within the County, whichever occurs first. Benefits accrued prior to part-time status and those accrued during the eligible period (not to exceed 7 months) may be used by employees moved to part-time status by the Employer until such benefits are exhausted.

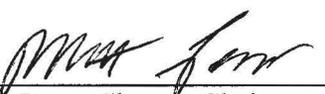
ARTICLE 33 - DURATION

Section 1: This Agreement shall become effective as of the 1st day of January, 2018, and shall remain in full force and effect until the 31st day of December, 2020. It is agreed by the parties that if either party requests negotiations for a successor Agreement prior to the period sixty (60) calendar days before the expiration date of this Agreement, then such negotiations will commence as soon as possible.

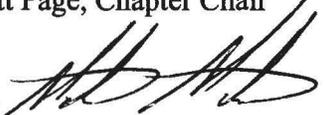
MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL NO. 1677.04:

By: 
Stacie Dineen, Council 25

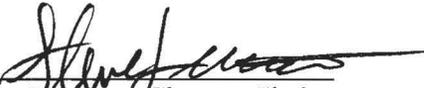
Date: 4/9/18

By: 
Matt Page, Chapter Chair

Date: 4-9-18

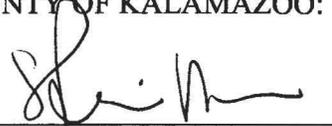
By: 
Matt Mattison, Chapter Chair

Date: 4/9/18

By: 
Steve Lumetta, Chapter Chair

Date: 4-9-18

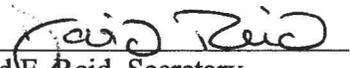
COUNTY OF KALAMAZOO:

By: 
Stephanie Moore, Chair
Board of Commissioners

Date: 3-20-18

By: 
Timothy A. Snow
County Clerk/Register

Date: 3-20-18

By: 
David E. Reid, Secretary
Kalamazoo County Aeronautics Board

Date: 5-4-18

LETTER OF AGREEMENT

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

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

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



KALAMAZOO COUNTY GOVERNMENT

Salary Schedules

AFSCME - AIRPORT
Effective 01/01/2018

Increase %
1.75

Operations Technician

R 10	N	Annual	30,763.20	Bi-Weekly	1,183.20	Hourly	14.79	1 1/2	22.19
	A		31,345.60		1,205.60		15.07		22.61
	B		31,969.60		1,229.60		15.37		23.06
	C		32,531.20		1,251.20		15.64		23.46
	D		33,176.00		1,276.00		15.95		23.93

Equipment Operator

R 11	N	Annual	32,156.80	Bi-Weekly	1,236.80	Hourly	15.46	1 1/2	23.19
	A		32,697.60		1,257.60		15.72		23.58
	B		33,363.20		1,283.20		16.04		24.06
	C		33,966.40		1,306.40		16.33		24.50
	D		34,611.20		1,331.20		16.64		24.96

Equipment Operator II

R 12	N	Annual	33,800.00	Bi-Weekly	1,300.00	Hourly	16.25	1 1/2	24.38
	A		34,548.80		1,328.80		16.61		24.92
	B		35,214.40		1,354.40		16.93		25.40
	C		35,984.00		1,384.00		17.30		25.95
	D		37,044.80		1,424.80		17.81		26.72

Airfield Technician

R 13	N	Annual	38,064.00	Bi-Weekly	1,464.00	Hourly	18.30	1 1/2	27.45
	A		38,937.60		1,497.60		18.72		28.08
	B		39,811.20		1,531.20		19.14		28.71
	C		40,747.20		1,567.20		19.59		29.39
	D		41,745.60		1,605.60		20.07		30.11

Lead Equipment Operator

R 14	N	Annual	38,001.60	Bi-Weekly	1,461.60	Hourly	18.27	1 1/2	27.41
	A		39,208.00		1,508.00		18.85		28.28
	B		40,435.20		1,555.20		19.44		29.16
	C		41,704.00		1,604.00		20.05		30.08
	D		42,952.00		1,652.00		20.65		30.98