

12/31/74

Huron - Clinton
(Metropolitan Authority)

AGREEMENT

AFSCME - Council #23 - Rangers

and

Huron-Clinton Metropolitan Authority

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

Huron-Clinton Metropolitan Authority
600 Woodward Avenue
Detroit, Michigan 48226

AGREEMENT

This Agreement is made the 28th day of November, 1973, by and between the Huron Clinton Metropolitan Authority (hereinafter sometimes called the "Authority" or the "Employer") and Council No. 23, American Federation of State, County and Municipal Employees and its Local Union No. 2550, jointly and severally, (hereinafter called the "Union").

ARTICLE 1
RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Huron Clinton Metropolitan Authority does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of the Agreement of all employees of the Huron Clinton Metropolitan Authority included in the bargaining unit as described below:

All full time rangers and year-round part-time rangers, including corporals, sergeants, dispatchers, and ranger aides, excluding chiefs and seasonal employees.

ARTICLE 2
UNION SECURITY;CHECKOFF

2.1 No person who is already an employee in the bargaining unit as of the date of execution of this Agreement shall be required to join the Union or pay a service fee to the Union.

2.2 All employees hired or transferred into the bargaining unit after the date of execution of this Agreement shall, as a condition of continued employment and after the expiration of thirty (30) days from the date of the commencement of their employment in the bargaining unit, either join the Union or pay a service fee (equivalent to the amount of the regular monthly dues of the Union) to the Union for the duration of this Agreement.

2.3 Employees who wish to do so may tender the initiation fee and monthly membership dues, or the monthly service fee, by signing an "Authorization for Check-Off" in the following form:

Authorization For Check-Off

To: _____, 19____
Huron Clinton Metropolitan Authority
Detroit, Michigan

I hereby authorize you to deduct from my pay (check one)

- () My initiation fee and monthly Union dues in such amounts as shall be certified to you from time to time by Council 23, AFSCME and/or its Local No. _____ as the proper amounts for such initiation fee and monthly Union dues under the Union's Constitution and By-Laws;

OR

- () A monthly service fee in an amount equivalent to monthly Union dues as certified to you from time to time by Council 23, AFSCME and/or its Local No. _____ as the proper amount for such service fee under the Union's Constitution and By-Laws.

This Authorization shall remain in effect until revoked by me in writing, with a copy of such written revocation furnished to the Union.

Employee's signature

Social Security Number: _____

2.4 During the life of this Agreement, and to the extent the laws of the State of Michigan permit, the Authority agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union, or a service fee in an equivalent amount, from the pay of each employee who executes the above "Authorization for Check-Off" form.

2.5 Check-off deductions under all properly executed "Authorization for Check-Off" forms shall become effective at the time the signed authorization is delivered to the Employer, and shall be deducted from the first pay of each month thereafter; provided, however, that an authorization must be delivered to the Authority at least seven (7) calendar days prior to the first payday on which a deduction is to be made.

2.6 Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union, with a list of persons for whom deductions have been made, between the fifteenth (15th) and thirtieth (30th) day of the current month.

2.7 The Authority will notify the Local Union each month of the names of any employees for whom deductions had previously been made but who have ceased active employment in the bargaining unit or have revoked their deduction authorizations.

2.8 The Union shall indemnify and save the Authority harmless against any claims, demands, suits, damages, judgments, and other forms of liability, and any legal or other expenses in connection therewith, that may arise by reason of the Authority's compliance with the provisions of this Article 2 of this Agreement.

ARTICLE 3
DISCRIMINATION

3.1 The employer will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of his membership in, or participation in the activities of the Union. It is understood that no employee shall be entitled to file or pursue a grievance on the basis of this clause (nor shall the Union be entitled to do so on his behalf) if such employee also files a complaint with any state or federal agency or in any court, it being the intent that the employee shall have one remedy or the other, but not both.

3.2 The Union agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, sex, or national origin.

3.3 The Authority agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, sex or national origin. It is understood that no employee shall be entitled to file or pursue a grievance on the basis of this clause (nor shall the Union be entitled to do so on his behalf) if such employee also files a complaint with any state or federal agency or in any court, it being the intent that the employee shall have one remedy or the other, but not both.

ARTICLE 4
REPRESENTATION

4.1 The employees shall be represented by one Steward at each Park who shall be a full time seniority employee on any one of the respective shifts. There shall be only one Steward at each Park.

4.2 The Union shall certify in writing the name of each Steward upon his election or appointment by the Union.

4.3 During overtime periods when three or more employees are assigned but in which a Steward is not working, the Park Steward, upon notification shall designate one of the working employees as a temporary Steward. The name of the temporary Steward will be furnished in writing to the appropriate supervisor.

4.4 The Steward shall be allowed time to investigate any grievance occurring within his respective area of representation during his scheduled working hours without loss of pay. Should it become necessary for a Steward to leave his place of work in order to investigate a grievance, the Steward shall first notify his immediate supervisor of the name of the employee he is going to see, and the immediate supervisor shall make arrangements to insure an uninterrupted work schedule when necessary before the Steward leaves the work to which he is assigned.

Such arrangements shall be made within a reasonable period of time. The Steward shall notify his immediate supervisor

upon his return to work. The above privilege is extended to Stewards with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused. In no case will a Steward leave the Park during working hours to investigate any grievance.

4.5 Neither the Union nor its officers, committeemen, stewards or members shall conduct any Union activity during the working hours other than the handling of grievances in the manner and to the extent herein provided.

4.6 There shall be a Grievance Committee composed of the President of the Union and the Steward from the Park where the grievance arose.

4.7 The Employer agrees to provide suitable bulletin board space for the Union in each Park. The Union shall limit its posting of notices and bulletins to notices of Union recreation, elections, Union appointments and results of Union elections, Union meetings, and bona fide Union activity. No political or controversial material shall be posted.

ARTICLE 5
GRIEVANCE AND ARBITRATION PROCEDURE

5.1 A grievance is a complaint of alleged violation of this Agreement. All grievances shall be handled in the manner hereinafter specified.

Step 1. Any employee having a grievance shall first take up the matter with his immediate supervisor in an attempt to resolve the grievance informally. If the employee wishes to have his Steward present, he shall so advise the supervisor and the supervisor will arrange for the Steward's presence.

Step 2. If the grievance is not resolved at Step 1 it shall be put in writing, signed by the employee, and presented by the Steward to the Park Superintendent. This must be done within six work days after the act or event which is the subject of the grievance. The grievance shall set forth the circumstances clearly and in detail, and shall specify the contract section or sections claimed to have been violated. The Park Superintendent shall respond to the Steward in writing within three work days after receipt of the written grievance.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Union President to the Personnel Administrator in writing within five work days after the response of the Park Superintendent was

made or (if not made) was due. The Personnel Administrator (or other designated representative of the Authority) shall meet with the Union President and the Steward (or other designated representative) from the Park in question within five work days after receipt of the grievance, and shall give a final written answer to the Union President and Steward within five work days after the meeting.

Step 4. If the grievance is still unsettled and the Union wishes to pursue the grievance further, the Union may submit the grievance to arbitration by mailing a written demand for arbitration to the Detroit office of the American Arbitration Association and mailing a copy thereof to the Authority within 10 work days from the date of the Union's receipt of the Authority's final written answer at Step 3. The Arbitrator shall be selected and the arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association as then in force. The decision of the Arbitrator shall be final and binding on the Authority, the Union, and any employee or employees involved. The Arbitrator shall not have power to alter, amend, modify, add to or subtract from any provisions of this Agreement. The fees and expenses of the Arbitrator and of the American Arbitration Association shall be shared equally by the Authority and the Union. Each party shall bear its own expenses for all other items such as fees or expenses for attorneys or other representatives, witnesses, etc.

5.2 Grievances must be instituted and processed promptly. A grievance shall be barred if a written grievance is not presented within the time limit specified in Step 2 or if not taken to Step 3 or Step 4 within the time limits therein specified. Time limits may be extended by mutual agreement in writing.

5.3 Any back pay award made by the Arbitrator shall provide for deduction of any or all amounts received by the employee during the period in question from other employment or self-employment (except other employment or self-employment in which the employee was engaged while employed by the Authority), from unemployment compensation, or from workmen's compensation.

5.4 Should a Steward be required to attend a grievance meeting at Step 2 or Step 3 during his scheduled working hours, or should the Union President be required to attend a grievance meeting at Step 3 during his scheduled working hours, they shall do so without loss of pay. If the meeting is not during the scheduled working hours of the Steward or of the Union President, he shall receive no pay.

ARTICLE 6
SENIORITY

6.1 At each Park two seniority lists will be established, one for full time employees and one for year-round part time employees. Employees on each list at each Park will be ranked in order of their total length of service with the Authority. Except as hereinafter specified, seniority may be exercised only within each separate list at each Park. It is understood that only full time and year-round part time employees may acquire seniority, and that any other employees do not acquire seniority and are not covered by this Agreement.

6.2 New employees may acquire seniority by working twelve continuous months, which period shall be a probationary period during which the employee may be terminated at the discretion of the Employer and without recourse to the grievance procedure. Upon completion of the probationary period, the employee's seniority will date back to his date of hire and his name shall be placed on the appropriate seniority list for the Park in question.

6.3 The Employer will keep the seniority lists for each Park up-to-date at all times, and will furnish a copy to the Union upon request.

6.4 Subject in all cases to the employee's ability to perform the available work, the following principles will apply in cases of layoffs:

(a) Full time employees:

- (1) The least senior employee in the affected classification at the particular Park will be laid off first.
- (2) Such employee may displace any less senior full time employee in any lower-rated classification at the particular Park.
- (3) Such employee may also displace any year-round part time employee at the particular Park.
- (4) Such employee may also displace any less senior full time employee in his own classification or in any lower-rated classification at another Park. (In such case, the employee will be transferred to the seniority list at the new Park.)
- (5) If such employee does not have sufficient seniority, or does not elect, to exercise any of the foregoing options, he will be laid off.
- (6) Recalls to a classification will be in inverse order of the layoffs from such classification.

(b) Year-round part time employees:

- (1) The least senior employee in the affected classification at the particular Park will be laid off first.
- (2) Such employee may displace any less senior year-round part time employee in any lower-rated classification at the particular Park.
- (3) Such employee may also displace any less senior year-round part time employee in his own classification or in any lower-rated classification at another Park. (In such case, the employee will be transferred to the seniority list at the new Park.)
- (4) If such employee does not have sufficient seniority, or does not elect, to exercise any of the foregoing options, he will be laid off.

- (5) Recalls to a classification will be in inverse order of the layoffs from such classification.

6.5 Seniority will terminate for any of the following reasons:

- (a) quit;
- (b) discharge for just cause;
- (c) absence for three working days without notification to the Authority;
- (d) failure to return from layoff within three working days after being notified to report for work. (Employee is responsible for keeping the Employer advised as to his correct address);
- (e) layoff for a period of one year without recall;
- (f) prolonged illness or disability for a continuous period of more than one year. (In unusual cases, the Authority may give consideration to an extension of this period).

ARTICLE 7

WAGES

7.1 The wage rates during the period January 1, 1973 through December 31, 1974 shall be as follows:

	Begin	6 Months	1 Year	Merit	
	A	B	C	D	E
Through 12/31/73:					
Ranger Aide	3.80	3.90	4.00	4.10	4.20
Ranger I	4.20	4.30	4.40	4.50	4.60
Ranger II	4.50	4.60	4.70	4.80	4.90
Ranger Sergeant	4.80	4.90	5.00	5.10	5.20
Through 12/31/74:					
Ranger Aide	4.00	4.10	4.20	4.30	4.40
Ranger I	4.40	4.50	4.60	4.70	4.80
Ranger II	4.70	4.80	4.90	5.00	5.10
Ranger Sergeant	5.00	5.10	5.20	5.30	5.40

The Authority will develop criteria which will apply for advancement (when positions are available in accordance with the Authority's Table of Organization) from Ranger Aide to Ranger I and from Ranger I to Ranger II.

7.2 Employees who are scheduled on afternoon or night full shifts and/or Saturday or Sunday shifts shall be paid a 15 cent per hour shift premium.

- (a) The afternoon shift is any shift scheduled to begin at 3:00 p. m. :
the night shift is any shift to begin before 3:00 a. m. .
- (b) Shift premium is not allowed for work being paid at
overtime rates.
- (c) Leave time and holiday pay are not actual working hours
and are not subject to shift premium pay.

ARTICLE 8
OVERTIME

8.1 The work week for purposes of computing overtime shall be the seven consecutive calendar days from Saturday midnight of one week to Saturday midnight of the next week.

8.2 The normal work week is five days of work, scheduled in the period from Saturday midnight to Saturday midnight. The normal work day is eight hours. Employees may be required to work more than eight hours per day or forty hours per week.

8.3 All work performed in excess of forty hours in a work week will be paid at the rate of time and one-half. Such overtime must be authorized by the employee's supervisor. Approved sick and annual leave and holidays shall be considered as time worked in computing overtime pay, but unexcused leave will not be so considered.

8.4 An employee will not be sent home to avoid the payment of overtime. However, the Employer reserves the right to resort to temporary layoffs when no work is available and to cancel posted work schedules due to circumstances beyond its control such as severe storms. If an employee reports for work when work is being cancelled but he has received no advance notice, he shall receive two hours' pay for reporting, but may be utilized during those hours for any work in his classification.

8.5 In certain cases as scheduled by the department head and approved by the Director, employees may be allowed, if they so request, to defer time and one-half overtime pay for later use in the form of time and one-half compensatory time. Such compensatory time shall be taken at the time specified by the employee's supervisor, but at no time will be authorized to cover sick leave. No employee may accumulate more than forty hours of such compensatory time, and all compensatory time shall be either used or paid for by the end of each calendar year.

ARTICLE 9
COST OF LIVING BONUS

9.1 Eligibility. To be eligible for this bonus, an employee must be on the current payroll at the end of the quarterly period that forms the work base.

9.2 Basis.

- (a) This bonus will be based on the U.S. Bureau of Labor Statistics, U.S. City Average Consumer Price Index at the rate of 1 cent per hour, straight time only, for each 0.4 Index change, to the nearest penny. The basic factor for this computation will be the Index for December, 1967, which was 118.2.
- (b) The Index figure for the last month of each quarterly period will be compared with the basic index to establish the adjustment for the next succeeding quarterly period, up or down, except that no adjustment will be made should the Index fall below the December, 1967 figure.

9.3 Payment. Payment is based on the straight time work hours of the current quarter and the previous ending quarter government Index reading. This is due to the several months required in compiling cost figures to arrive at the Index. Payment schedules are as follows:

<u>Work Base</u>	<u>Payments In</u>	<u>Index</u>
Jan. thru Mar.	April	Dec.
Apr. thru June	July	Mar.
July thru Sept.	Oct.	June
Oct. thru Dec.	Jan.	Sept.

- (a) The formula for full-time employees will be: X cents x 40 hours x 13 weeks.
- (b) The formula for year-round part-time employees will be X cents x the number of straight time hours worked in the quarter constituting the work base.

ARTICLE 10
LONGEVITY BONUS

10.1 All full-time employees shall be entitled to Longevity Bonus payments for full and continuous employment according to the following schedule:

- (a) Over 5 years but less than 10 -- 2%
- (b) Over 10 years but less than 15 -- 4%
- (c) Over 15 years but less than 20 -- 6%
- (d) Over 20 years ----- 8%

Maximum Bonus - Limited to the percentage applied to \$12,000.00 of Annual Pay.

10.2 The term "full and continuous employment" will not include any periods of part-time, seasonal, or interrupted service. It will include absences due to service with the Armed Forces and periods of absence of less than one month.

- (a) Absence with official permission will not interrupt total service, but will not be counted in figuring such service.
- (b) Where a seasonal employee has become full-time, the applicable continuous service will be figured back to the first week of less than 20 hours of work.

10.3 The Longevity Bonus will be paid on the first payroll of each December commencing in 1965 and will be computed on a calendar year basis.

- (a) The individual pay rate on December 1 will be the basis for computing the annual wage - 2,080 hours or 52 weeks.
- (b) The payment of overtime or any fringe benefit will not be used in such computation.

10.4 For partial periods in the year his employment terminates, the months of bonus payments will be computed as so many twelfths of the annual bonus.

- (a) For partial month's service, one day will be allowed for employees starting work from the 1st to the 7th of any month; 1/2 day will be allowed for those starting from the 8th thru the 21st of any month; and no leave will be recorded for those starting after the 21st. At termination, the reverse procedure will be used.
- (b) In the case of termination the annual pay will be computed from the then current rate. In case of death, payment will be made to the estate.
- (c) Regardless of the amount of wages actually received during the current year at the time of termination, the one-twelfth rule per month of service during that calendar year shall apply.

10.5 Employees of the Authority are further recognized through the issuance of specific lapel buttons or pins.

- (a) After the completion of one year of service, the employee is entitled to the one year recognition pin.
- (b) After the completion of fifteen years of service, the employee will be recognized by the H.C.M.A. triangle pin with sapphire jewel.

(c) After the completion of twenty-five years of service,
the employee will be recognized by the H.C.M.A.
triangle pin with diamond jewel.

ARTICLE 11
UNIFORM CLEANING ALLOWANCE

11.1 Full-time employees will receive a uniform cleaning allowance of \$150.00 per year, payable one fourth at the end of each calendar quarter. The allowance for part-time employees will be a pro rata portion of \$150 per year, based on the relationship between the employee's scheduled weekly hours and forty hours. The allowance for both full-time and part-time employees assumes that the employee works all scheduled hours in the calendar quarter, and will be reduced proportionately for any scheduled hours not worked.

ARTICLE 12
HOLIDAY LEAVE

12.1 - Specified Holidays:

All full-time employees shall be entitled to the following holidays
with pay:

New Year's Day
Washington's Birthday - (3rd Monday in February)
Good Friday - (1/2 Day)
Memorial Day - (Last Monday in May)
Independence Day
Labor Day - (1st Monday in September)
Columbus Day - (2nd Monday in October)
Veteran's Day - (4th Monday in October)
Thanksgiving Day
Last Work Day Before Christmas (1/2 Day - 1973 -
Full day - 1974)
Christmas Day

12.2 - Designated Date:

Should the official holiday fall on Saturday, the Friday before shall be designated as the day of observance. Should the official holiday fall on Sunday, then the Monday following shall be designated as the day of observance.

- a. Should the designated date not be a regular work day for any employee, he shall be paid for the holiday.
- b. Holiday periods will be counted as eight (8) hours of work, or four (4) hours in the case of half days, in computing any overtime due.
- c. The taking of Annual Leave the day before or the day after the designated holiday without prior written approval of the Park Superintendent or Department Head shall constitute forfeiture of the holiday pay.

12.3 - Holiday Work:

Should any full-time employee be required to work on the designated day, he will be paid wages in compensation therefor, in addition to the holiday pay.

ARTICLE 13
ANNUAL LEAVE

13.1 - Full-time Annual Leave:

All full-time employees shall be entitled to earned Annual Leave with pay of one work day computed at straight time for each completed month's service.

(a) For partial month's service, one day will be allowed for employees starting work from the 1st to the 7th of any month; 1/2 day will be allowed for those starting from the 8th thru the 21st of any month; and no leave will be recorded for those starting after the 21st. At termination, the reverse procedure will be used.

(b) Annual Leave, although earned, shall be allowed only after an employee has completed six months of service, no leave time being allowed if the employee is terminated prior to six months of service.

(c) Annual Leave shall not accrue during leaves of absence without pay.

(d) Should a year-round part-time employee become a full-time employee without break in service, the time spent as a year-round part-time employee, figured back to the first week of less than 20 hours worked, will be included in computing accrued leave, based on actual regular hours of work converted to 8-hour days.

13.2 - Seniority Allowance:

Full time employees having over five (5) years of full and continuous employment will be entitled to three (3) work days of Annual Leave in addition to the regular earned leave each year; those having over ten (10) years, to six (6) days; those having over fifteen years (15), to nine

(9) days; and those having over twenty (20) years, to twelve (12) days.

(a) The term full and continuous employment will not include any periods of part-time, seasonal, or interrupted service. It will include absences due to service with the Armed Forces and periods of absence of less than one month.

1. Absence with official permission will not interrupt total service but will not be counted in figuring such service. Periods of lengthy sickness where the employee has used up all sick and annual leave will come within this category.

2. Where a seasonal employee has become full-time, the applicable continuous service will be figured back to the first week of less than 20 hours worked, but allowable time shall equal total seasonal hours divided by 40 to arrive at the allowable number of weeks.

(b) The seniority is granted as of December of the fifth, tenth, fifteenth and twentieth year, and each successive year, and is made a matter of record in accordance with an individual option (see Sec. 13.5) as of that month.

13.3 - Maximum Leave:

Annual Leave may be accumulated in an amount not to exceed thirty-six (36) work days at January 1st of any year.

13.4 - Annual Leave Taking:

Annual Leave is granted with the knowledge that a period of change benefits both the employee and the employer, provided the leave is

of sufficient duration to accrue such benefits. The taking of one or two days of leave time, although not prohibited, does not have the desired effect. Thus, supervisors will schedule the leave taking to include one period of at least five (5) consecutive days as part of each employee's leave taking.

(a) No employee shall take annual leave without prior approval of his immediate superior.

(b) Each Annual Leave period must be covered by H. C. M. A. Form 114, "Application for Leave."

(c) Official leave days are work days; holidays falling within a period of Annual Leave shall not be counted as a leave day.

(d) Leave taking will be figured in increments of four hours.

(e) In cases of extended illness, annual leave may be authorized, after all accumulated sick leave has been used.

13.5 - Seniority Option:

In December of the fifth and each successive year, each eligible employee shall have an option either to add the seniority leave to his accumulated leave time (provided the total will not exceed 36 days at January 1) or to be paid at his regular straight time daily rate for such leave time.

(a) This option will be indicated on the time sheet or hourly breakdown sheet for the first payroll in December.

(b) Where the option is to add to accumulated leave time, the provisions of Section 13.4 will apply.

13.6 - Part Time Leave:

Part-time employees are eligible for earned leave with pay of one work day computed at straight time for each 22 working days, after 26 weeks of qualifying employment time.

(a) In computing eligibility only, all periods of employment previous to 1967 will be counted. The qualifying time is translated to 130 full work days, each day consisting of one eight hour shift, or two days of at least four hours each. Hours in excess of eight and four shall not be counted as eighths of a day for this purpose.

(b) Eligibility shall be established by Park Superintendents who will submit lists of eligible employees indicating dates of previous employment. Such lists shall be submitted not later than May 30 to the central payroll department for verification.

(c) One day's leave shall be credited for each 176 hours worked computed at straight time for all employment subsequent to eligibility. No overtime hours will be allowed in this computation.

(d) Part-time leave may be scheduled during the year at the discretion and with prior approval of the Park Superintendent. In all cases, leave shall be taken prior to January 1.

(e) Part-time leave taking will be subject to the regulations indicated in (a) thru (d), Section 13.4 above.

13.7 - Terminal Leave:

Should an employee resign, be discharged or becomes deceased, payment for his accumulated and/or seniority Annual Leave shall be made either to the employee or his estate, as the case may be. Partial periods will be figured in accordance with Section 13.1(a).

ARTICLE 14
SICK LEAVE

14.1 - Earned Sick Leave:

All full-time employees shall be entitled to Sick Leave with pay of one work day computed at straight time for each completed month's service.

(a) For partial month's service, one day will be allowed for employees starting work from the 1st to the 7th of any month: 1/2 day will be allowed for those starting from the 8th thru the 21st of any month and no leave will be recorded for those starting after the 21st. At termination, the reverse procedure will be used.

(b) Sick Leave, although earned, shall be allowed only after an employee has completed six months of service, none being recorded for those terminating prior to six months of service.

(c) Sick Leave shall not accrue during leaves of absence without pay.

(d) Although no sick leave is payable upon termination of service except retirement or death (See Section 14.8), accumulated sick leave will be restored to an employee returning to work after an absence with official permission.

(e) Should a year-round part-time employee become a full-time employee without break in service, the time spent as a year-round part-time employee, figured back to the first week of less than 20 hours worked, will be included in computing accrued sick leave, based on actual regular hours of work converted to 8-hour days.

14.2 - Sick Leave Accumulation:

Sick Leave may be accumulated by any full-time employee without limit.

14.3 - Sick Leave Taking:

The taking of Sick Leave with pay is intended to cover actual days of incapacity due to personal illness and certain other specific absences (listed in Section 14.4). It is not intended to cover personal malingering and any suspicion of such action will be due cause for the Director or Department Head to require the employee to produce evidence in the form of a medical certificate or otherwise of the adequacy of the reason for such absence during the time for which Sick Leave is applied.

(a) Each Sick Leave period must be covered by H. C. M. A. Form 114, "Application for Leave."

(b) Official leave days are work days; holidays falling within a period of Sick Leave shall not be counted as a leave day.

(c) Leave taking will be figured in increments of four hours.

(d) Compensatory time earned for overtime work will not be authorized to cover sick leave.

(e) Annual Leave will not be authorized to cover sick leave or any absence listed in Section 14.4, except where authorized after all Sick Leave has been taken in cases of extended sickness.

14.4 - Allowable Periods:

Periods of absence from work properly chargeable to Sick Leave are listed as follows:

(a) Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control.

(b) Necessitated by exposure to contagious disease in which the health of others would be endangered by his attendance on duty as determined by proper medical authority -- Form 114 to be signed by attending doctor in this case.

(c) Due to being called for physical examination, medical treatment, or other purposes relating to disability pensions, etc., by the Veterans Administration, Draft Board, or any branch of the Armed Forces.

(d) Due to illness of a member of his immediate family who requires his personal care and attention, not exceeding five (5) Sick Leave days in any one calendar year. The term "Immediate Family" as used in this section shall mean parent, grandparents, children, brothers or sisters of the employee or of the employee's husband or wife. It shall also include any member of the employee's household.

14.5 - Compensable Injury:

An employee who is injured in an accident arising out of, and in the course of employment with the Authority is eligible for payments under the provisions of the Workmen's Compensation Act.

(a) Permanent employees are eligible for certain sick leave payments as supplements to compensation payments (See Article 19).

14.6 - Sick Leave Bonus:

To encourage full-time employees to accumulate rather than expend Sick Leave at the slightest excuse, the Authority will authorize a bonus payment for unused sick leave, provided that not more than 50% of the sick leave days earned that year were taken.

(a) In figuring the sick leave bonus, the payroll section will consider any sick leave taken as chargeable first to the current year earned sick leave days.

(b) The bonus will be established at 1/3 day's regular pay for each day of unused sick leave, to be paid the individual on the first full payroll in January at the employees rate as of December 31.

(c) Such bonus will not be paid employees terminating employment previous to the December 31st. payroll or with less than six months of service, and the bonus 8-hour increments will not be counted in establishing overtime payments for that pay period.

(d) This bonus payment will in no way affect the employee's accumulated sick leave; it is in addition to, not in lieu of sick leave days.

14.7 - Prolonged Illness:

As stated previously, an employee on an extended illness will first use all accumulated Sick Leave after which he may be continued on the payroll thru the use of all accumulated Annual Leave. After all leave has been taken, the employee is officially removed from the payroll and is considered to be on leave with official permission--without pay.

As a further encouragement to accumulate Sick Leave, the Authority will pay the employee's Blue Cross-Blue Shield and Group Insurance premiums and the employee's contribution to the Pension Plan for a period equal to the accumulated sick leave at the onset of the illness, to the nearest month. The employee may personally continue these payments for a period not to exceed one year from the last day on the payroll.

14.8 - Terminal Sick Leave:

As a reward for faithful service, the Authority has authorized a cash payment of one-half (1/2) the total accumulated sick leave days upon retirement or death.

ARTICLE 15
FUNERAL LEAVE

15.1 - Allowable Period:

Due to a death in the employee's immediate family, Funeral Leave is granted with pay not to exceed three days, after six month's service.

The term "immediate family" as used in this section shall mean parents, grandparents, brothers, sisters, wife (or husband), children, mother and father-in-law. It shall also include any members of the employee's household.

15.2 - Funeral Leave Taking:

The taking of Funeral Leave is intended to cover necessary time off, and is granted in addition to sick and annual leave.

(a) Each Funeral Leave period must be covered by H.C.M.A. Form 114, "Application for Leave."

(b) Official leave days are work days; holidays falling within a period of Funeral Leave shall not be counted as a leave day.

(c) Leave taking will be figured in increments of four hours.

ARTICLE 16
MILITARY LEAVE

The re-employment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

ARTICLE 17
MILITARY TRAINING LEAVE

17.1 - Eligibility:

Any full-time employee of the Authority who is a member of a reserve component of the Armed Services may be granted time off not to exceed fifteen (15) days in any one fiscal year when called for training with said reserve component, with prior approval of Director.

17.2 - Pay Adjustment:

The pay rate of the employee during such time off shall be the difference between his regular pay rate and the total amount of compensation, less any and all allowances, received by the employee for such military training. Time off for such military training shall not be charged against the employee's accumulated annual leave.

(a) Upon return from such military duty, the employee shall furnish official proof of pay received during his tour of duty.

ARTICLE 18
JURY DUTY LEAVE

18.1 - Eligibility:

Any full-time employee of the Authority who is selected for Jury Duty from which he may not be excused in view of his employment with a public agency may be granted time off to the extent necessary for him to discharge his duties as a citizen.

18.2 - Pay Adjustment:

The pay rate of the employee during such time off shall be the difference between his regular pay rate and the total amount of compensation received for performing as a jurist. Time off for such Jury Duty shall not be charged against the employee's accumulated Annual Leave.

(a) Upon return from such Jury Duty, the employee shall furnish official proof of compensation received during this period.

ARTICLE 19
WORKMEN'S COMPENSATION

19.1 - Workmen's Injury:

Under State Law and subject to State Regulations the Authority is liable for certain payments under the so-called Workmen's Compensation Act. The Authority has elected to have all claims in this category handled by the insurance company having our contract.

19.2 - Procedure:

The principal point of procedure is for all employees to assist Park Superintendents or Department Heads in submitting reporting forms immediately following the occurrence.

(a) In all cases, when the necessity for only medical expenditure seems obvious, or where time lost will be less than seven days, the short reporting form covering an injury should be submitted.

(b) Where lost time of seven days or more will be involved the long form must be submitted. This can be prepared initially or as a subsequent report to the short form when the lost time becomes apparent.

19.3 - Compensation:

Payments by our Workmen's Compensation Insurance Carrier and time properly chargeable to the employee's sick leave fall into three categories, as follows:

(a) No Time Lost: Where no time is lost, the insurance carrier will pay only the medical and other expenses involved.

(b) Less than 7 Days: Where the time lost is seven days or less, no Workmen's Compensation payments to the individual will be involved, and the time lost is properly chargeable to the employee's Sick Leave.

(c) More than 7 Days: Where the time lost is greater than seven days, compensation payments are in order, and for full-time permanent employees the Authority will permit the use of accumulated Sick Leave to such an extent that sick leave and compensation payments together will not exceed the employee's regular earnings. Procedure is as follows:

1. During the first week, while determination is being made concerning compensation payments, a full day sick leave will be recorded each day, and the employee paid his normal earnings.

2. Subsequently, if compensation payments are allowed, the individual's pay will be adjusted so that the sick leave and the compensation payments, including that for the first week, will approximate but not exceed the normal earnings. In this case, sick leave charges will be made to the nearest half-day.

ARTICLE 20
HOSPITALIZATION

20.1 - Coverage:

The Authority is enrolled as a member of the Blue Cross-Blue Shield Medical and Surgical Group Plan for the benefit of all full-time employees. In brief, this plan provides for hospitalization, medical care, surgical care and a \$2.00 deductible rider for prescription drugs for subscribers and enrolled dependents for the treatment of illnesses occurring outside the scope of employment.

20.2 - Eligibility:

All full-time employees are eligible on a voluntary basis to join the plan upon completion of three month's service.

(a) Should an employee elect not to join the plan at the end of three months, and subsequently decides to do so, he must wait until the re-enrollment period which occurs once a year.

(b) In the case of a new employee who had group coverage at his previous place of employment, the three month rule does not apply. Such employees should transfer this coverage to the Authority group immediately.

(c) Returned servicemen who were plan members prior to entering service are immediately eligible for reinstatement if they so elect, upon presentation of a copy of their discharge papers.

20.3 - Coverage After Retirement:

Effective with those retiring on January 1, 1970, the Blue Cross-Blue Shield will be continued in the same coverage or as a supplement to the Federal Government's Medicare program during the lifetime of the employee only.

(a) The retiree must report once each year, at the re-enrollment time, as required by the central payroll section.

20.4 - Cost:

The Board of Commissioners has established a policy of the Authority assuming the total cost of the semi-private Blue Cross-Blue Shield coverage for the entire family, both before and after retirement.

ARTICLE 21
GROUP LIFE INSURANCE

21.1 - Coverage:

The Authority has made available a Group Life Insurance policy for the benefit of all full-time employees. This plan provides life insurance coverage in the amount of \$5,000.00, effective November 1, 1972, with a double indemnity clause in the event of accidental death.

21.2 - Eligibility:

All full-time and year-round part-time employees are automatically issued a policy upon completion of three month's service, regardless of age, and without physical examination, except for those 60 years of age and over.

(a) Should an employee elect not to join the plan at the end of three months, and subsequently decides to do so, he must submit evidence of insurability subject to final approval by the insurance carrier.

(b) In the case of returning servicemen, who had coverage prior to entering service, the waiting period is waived and reinstatement is made immediately upon request, and presentation of a copy of the discharge paper.

21.3 - Coverage after Retirement:

Effect with those retiring on January 1, 1970, the Group Life Insurance will be continued during the lifetime of the employee in the amount currently established for regular employees.

(a) The retiree must report once each year as required by the central payroll section.

21.4 - Cost:

The Board of Commissioners has established a policy of assuming full cost of premiums both before and after retirement.

ARTICLE 22
PENSION PLAN

The Authority agrees to continue in effect for the duration of this Agreement, for those bargaining unit members who are eligible and who wish to participate and make their contributions, the Huron Clinton Metropolitan Authority Pension Plan in the form and with the provisions in effect as of January 1, 1973.

ARTICLE 23
MISCELLANEOUS

23.1 - Free Facilities:

Employees are encouraged to use all H. C. M. A. facilities of Authority parks in off hours. Each full-time employee (not including family members) may use all facilities free of charge upon presentation of H. C. M. A. Identification Card and Driver License on any day except Saturdays, Sundays and Holidays.

23.2 - Court Appearances:

Officers who appear in court during off-duty hours will be compensated with a minimum of three hours pay.

23.3 - Pistols:

Employees will continue to furnish their own pistols. The Authority will replace an employee's pistol if the same is lost or stolen during work hours in the performance of duty without negligence on the part of the employee; provided, however, that the cost to the Authority shall not exceed the then current price of a standard Smith and Wesson .38 caliber pistol.

23.4 - Shift Schedules:

Shift schedules will be posted at least one week in advance. It is understood that shifts may be changed as required to meet emergency needs.

23.5 - Promotions to Sergeant:

It is agreed that promotions to sergeant (for full-time Rangers only) will be made on the basis of competitive examinations.

23.6 - Definitions - Full Time and Part Time Employees:

(a) Wherever used in this Agreement, the term "full-time employee" means an employee in the bargaining unit who is employed under a permanent job classification on an eight hour per day, forty hour week basis for continuous service and who has completed a minimum of six months of continuous work or service, interrupted only by absence with official permission.

(b) The term "part-time employee" means an employee who meets all of the foregoing requirements except that he is scheduled for continuous service on a basis of less than eight hours per day, forty hours per week.

23.7 - Computations Re Fringe Benefits:

Wherever it is necessary to determine monthly pay for purposes of a fringe benefit, the monthly pay shall be determined by multiplying $1\frac{2}{3}$ times the employee's hourly compensation rate.

ARTICLE 24
MANAGEMENT RIGHTS

Except as expressly and specifically limited by the provisions of this Agreement, the Authority retains and reserves all rights of management, which shall be exercised by the Authority in its sole discretion. Such rights include, by way of example but not limitation, the rights to the executive management and administrative control of the Authority, its properties and facilities, and the activities of its employees; to hire, assign, schedule, promote, demote and transfer employees, including the exercise of judgment as to requirements and qualifications; to determine the size and disposition of the work force, whether and by whom work will be performed, and whether required work will be performed by bargaining unit employees or by others; to determine the equipment and facilities to be used; to establish and change objectives and inaugurate, alter or eliminate programs; to effect changes in methods, operations, facilities, systems and equipment; to discharge, suspend, and discipline employees for just cause; to lay off employees for lack of work or other good reason; to maintain efficiency and order, including the right to establish and enforce reasonable work rules and rules of conduct for all employees; to determine the locations of the Authority's parks, offices and other facilities.

ARTICLE 25
COMPLETE AGREEMENT

It is understood and agreed that this contract contains the complete Agreement between the parties hereto and supersedes all prior agreements, practices, customs and benefits. No additions, waivers, deletions, changes, or amendments shall be made during the life of this Agreement except by mutual consent in writing of the parties hereto.

ARTICLE 26
DURATION

This Agreement shall become effective on January 1, 1973,
being the date of its execution by both parties, except that the provisions
for wages and fringe benefits will be retroactively effective as of January 1,
1973. This Agreement will terminate at midnight on December 31, 1974.

IN WITNESS WHEREOF, the parties have set their hands this
28th day of November, 1973

FOR THE UNION:

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL
EMPLOYEES, COUNCIL #23, AFL-CIO,
LOCAL UNION NO. 2550

Gerry Schuttler
Robert Howard
Charles H. [unclear]
Harold J. Deff

FOR THE HURON CLINTON
METROPOLITAN AUTHORITY:

Richard [unclear]
[unclear]
R.L. Bryan
James [unclear]
Robert O. Bucklaw
