

1996-1999 AGREEMENT

Between

**HURON-CLINTON
METROPOLITAN AUTHORITY**

And The

**HURON-CLINTON
METROPOLITAN AUTHORITY
EMPLOYEES ASSOCIATION**

Huron-Clinton Metropolitan Authority



PROFESSIONAL BARGAINING UNIT

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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PROFESSIONAL BARGAINING UNIT

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AGREEMENT

This Agreement is made the 8th day of February, 1996 between the HURON-CLINTON METROPOLITAN AUTHORITY (hereinafter called the "Authority" or "Employer") and the HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES ASSOCIATION (hereinafter called the "Association").

ARTICLE 1

RECOGNITION

The Authority recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, certain fringe benefits, hours of employment, and other conditions of employment for the Professional Employees' Bargaining Unit (hereinafter called "Bargaining Unit") of HCMA which is comprised of employees assigned to the following classifications: Civil Engineer, Planner, Exhibit Preparator, Accountant, Internal Auditor, Graphic Artist, Naturalist, and Farm Interpreter and excludes all Superintendent/Department Head, supervisory, and non-supervisory employees; all ranger aides, rangers, ranger sergeants; all seasonal and part-time employees; the Executive Secretary, Personnel Technician, Director, Deputy Director, Secretary, Controller and Chief of Human Resources; and all other employees.

ARTICLE 2

NON-DISCRIMINATION

There shall be no discrimination as to age, race, sex, color, creed or country of origin, handicap or disability, political affiliation or union affiliation. The Employees Association and Bargaining Unit shall share equally with the Employer responsibility for applying this provision.

ARTICLE 3

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, and transfer

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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 affect changes in methods, operations, facilities, systems and equipment; to discharge, suspend, demote 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 4SICK LEAVESection 1: Sick Leave Accumulation

Employees shall accumulate Sick Leave with pay at the rate of four (4) hours per each completed eighty (80) hour pay period. There shall be no limit on the accumulation of sick leave.

Sick Leave, although earned, shall be allowed only after an employee has completed six (6) months of service.

Sick Leave shall not accrue during leaves of absence without pay or when an employee is on Long-Term Disability.

Section 2: Sick Leave Taking

Sick Leave with pay is intended to cover incapacity due to personal illness and certain other specific absences (listed in the "Allowable Periods" Section below). It is not intended to cover personal malingering; and any suspicion of such will require the employee to produce a medical certificate justifying the reason for such absence.

- A. To receive authorization for the use of Sick Leave, an employee must submit HCMA Form #114, "Application for Leave."
- B. Approved Sick leave hours are considered work hours. Holidays falling within a period of Sick Leave shall not be charged as sick leave hours.
- C. Sick Leave taking shall be figured in increments of two (2) hours.
- D. In cases of extended illness, use of compensatory leave may be authorized after all accumulated Sick and Annual Leave hours have

been exhausted.

- E. Annual Leave will not be authorized to cover Sick Leave or absence listed in the "Allowable Periods" Section except where authorized after Sick Leave has been exhausted.

Section 3: Allowable Periods

Absence from work chargeable to Sick Leave are listed as follows:

- A. Personal illness or physical incapacity caused by factors over which the employee has no control.
- B. Exposure to contagious disease in which the health of others would be endangered. Written verification by proper medical authority is required.
- C. Physical examination, medical treatment or other medical procedures relating to disability pensions, etc., by the Veteran's Administration, Draft Board or any branch of the Armed Forces.
- D. Illness of an immediate family member who requires the employee's personal care and attention, not to exceed forty (40) Sick Leave hours in any payroll year. The term "immediate family" as used in this section shall mean spouse, parent, grandparent, child, brother or sister of the employee or a member of the employee's household.

Section 4:

An employee injured in an accident arising out of and in the course of employment with the Authority **shall receive** Sick Leave as a supplement to worker's compensation, the combination thereof, not to exceed 100% of base pay.

A job-related injury must be reported to an employee's supervisor immediately after the occurrence of said injury.

Section 5: Prolonged Illness

An employee with an extended illness shall first use all accumulated Sick Leave after which the employee may continue on the payroll through the use of accumulated Annual Leave and Compensatory Leave. Once all leave has been exhausted, the employee shall be placed on "Leave Without Pay."

Should an employee be placed on "Absent on Leave Without Pay" after exhausting all accumulated Sick, Annual and Compensatory Leave due to extended illness or disability, the employee will be credited with four (4) hours of Sick Leave for his final pay period if the employee has been on the payroll for at

least sixty-four (64) hours of that pay period.

Section 6

Accumulated Sick Leave will be frozen during an approved Leave of Absence.

ARTICLE 5

SICK LEAVE BONUSES

Section 1: Sick Leave Bonus

Employees hired after March 14, 1991 are eligible for the sick leave bonus upon accumulation of 1,040 hours sick leave and only for those hours in excess of 1,040 hours. Employees hired prior to March 14, 1991 are not subject to the 1,040 hours accumulation threshold.

To encourage employees to accumulate rather than expend Sick Leave at the slightest excuse and to reward injury-free performance, the Authority will authorize a bonus payment for unused Sick Leave, provided that an employee, during a payroll year, has not utilized more than forty-eight (48) hours of Sick Leave and there are at least fifty-six (56) unused hours.

The Bonus shall be fifty percent (50%) of unused Sick Leave hours to be paid the first full payroll in January at the employee's straight time rate as of the last pay period of the previous payroll year.

The Bonus shall not be paid to employees in the year they terminate employment except that in the case of retirement or death payment shall be made on a pro-rated basis.

The Sick Leave Bonus payment does not reduce or otherwise affect the employee's accumulated Sick Leave.

Section 2: Special Sick Leave Bonus

- A. In addition to the aforesaid annual Sick Leave Bonus, employees having accumulated sixteen-hundred (1,600) or more Sick Leave hours, (or exceeding their individually established limit) as of the last pay period of the payroll year, and who have qualified to receive an Annual Sick Leave Bonus, shall have the option of (1) being paid twenty-five percent (25%) of unused Sick Leave hours over the sixteen-hundred (1,600) hour threshold (or their individually established limit) that were earned that year or (2) retaining all Sick Leave days in their Sick Leave bank.
- B. If the option to be paid is elected, seventy-five percent (75%) of the hours upon which the bonus is based shall be eliminated from the employee's Sick Leave bank; the remaining twenty-five percent (25%) shall be retained in the employee's Sick Leave bank.

- C. Other than the aforesaid option, accumulated hours beyond sixteen-hundred (1,600) (or the individually established limit) may only be used for illness.
- D. This Special Bonus will be paid together with the annual Sick Leave Bonus based on the employee's straight-time rate as of the last pay period of the previous payroll year.

Section 3: Termination Sick Leave Bonus

As a reward for faithful service, the Authority has authorized a cash payment of fifty percent (50%) of a maximum of sixteen-hundred (1,600) Sick Leave hours at an employee's current rate of pay upon retirement or death.

Employees having in excess of sixteen-hundred (1,600) Sick Leave hours accumulated as of December 31, 1980 shall be frozen at their higher level for the purpose of termination Sick Leave Bonus pay.

Upon termination of employment, after ten (10) years of service, an employee in good standing will be paid fifty percent (50%) of their accumulated Sick Leave at their current rate of pay, subject to the maximum limit.

Employees have the option of receiving fifty percent (50%) of their Termination Sick Leave Bonus in the first year of retirement, and fifty percent (50%) in the second year of their retirement.

ARTICLE 6

ANNUAL LEAVE

Section 1: Schedule of Benefits

- A. Employees shall earn Annual Leave at the rate of four (4) hours per each completed eighty (80) hour pay period.
- B. Employees, based on full and continuous employment as of December 31 shall earn additional Annual Leave days as follows:

Over 5 years but less than 10 years.....	3 days
Over 10 years but less than 15 years.....	6 days
Over 15 years but less than 20 years.....	9 days
Over 20 years.....	13 days

Section 2: Annual Leave Option

Each November, eligible employees shall have the option to:

- 1. Add the additional leave days to their accumulated leave time on January 1 of the next year, or

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2. Be paid the additional annual leave days at their regular straight time daily rate (as of November 1) payable the last payroll in November, or
3. Any combination of 1 and 2.

Section 3: Termination

- A. Should an employee resign, be discharged, or die, payment for their accumulated Annual Leave shall be made either to the employee or their estate as the case may be.
- B. Employees terminating their employment prior to retirement or death shall not be eligible to receive the additional annual leave days in the year they terminate.
- C. In the case of retirement or death, payment will be made on a pro-rated basis as so many twelfths (12ths) of the additional annual leave days.

Section 4: General Provisions

- A. Annual Leave, although earned, shall be allowed only after an employee has completed six (6) months of service; no leave time being allowed if the employee is terminated prior to six (6) months of service.
- B. Annual Leave shall not accrue during leaves of absence without pay or when an employee is on Long-Term Disability.
- C. Annual Leave may be accumulated in an amount not to exceed 288 hours (36 8-hour days) at December 31 of that year.
- D. To receive authorization for the use of annual leave, an employee must submit an "Application for Leave" at least 24 hours prior to the beginning of the leave. The 24 hour prior notice requirement may be waived in an emergency.
- E. Holidays falling within a period of Annual Leave shall not be charged to annual leave.
- F. Leave taking shall be figured in increments of two (2) hours.
- G. In cases of extended illness, Annual Leave may be authorized after all accumulated Sick Leave has been used.

Section 5: Prolonged Illness

Should an employee be placed on "Absent on Leave Without Pay" after

exhausting all accumulated Sick, Annual and Compensatory Leave due to extended illness or disability, said employee will be credited with four (4) hours of Annual Leave for their final pay period if they have been on the payroll for at least sixty-four (64) hours of that pay period.

ARTICLE 7

ADMINISTRATIVE LEAVE

Administrative Leave may be used by employees to attend meetings, seminars, workshops and conferences.

Administrative Leave may be used when, in the opinion of the Director or his designate, it is necessary to allow employees to report late or leave their work stations early because of inclement weather.

ARTICLE 8

BEREAVEMENT LEAVE

In the event of the death of an employee's parent, mother- or father-in-law, grandparent, grandchild, brother, sister, spouse, child, or a member of the employee's household, Bereavement Leave may be granted without loss of pay not to exceed three (3) days.

In the event of the death of an employee's brother- or sister-in-law, son- or daughter-in-law, or grandparents of spouse, Bereavement Leave may be granted without loss of pay not to exceed one (1) day.

Leave taking shall be figured in increments of four (4) hours, or for employees working in excess of an eight (8) hour day, one half of the employee's normal work day, computed in hours.

ARTICLE 9

LEAVES OF ABSENCE

Section 1: Military Leave

Military leave will be granted in accordance with federal and state statutes. In addition, any employee who is a member of a reserve component of the Armed Services may be granted time off, not to exceed one hundred twenty (120) hours in any one fiscal year, when called for training with said reserve component, with prior approval of the Director.

The pay rate of the employee during such time off shall be the difference between the employee's regular pay and the total amount of compensation less any

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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.

Upon return from such military duty, the employee shall furnish official proof of pay received during the employee's tour of duty.

Section 2: Unpaid Leave

Employees may be eligible for unpaid leaves of absence after their probationary period is completed. Leaves of absence for a limited period, not to exceed six months, may be granted by the Employer for a reasonable purpose; and such leaves may be extended or renewed by the Employer for a reasonable period. Fringe benefits shall be continued at no cost to the employee for unpaid leaves of one month or less. Employees may elect to maintain benefits during unpaid leave in excess of one month by reimbursing the Authority for the cost of benefits in accord with the Continuation of Benefits Article. At the expiration date of an unpaid leave of absence, if an employee wishes to return, they will be returned to a job of like classification, pay and location if agreed to in writing prior to commencement of leave. If not agreed, the employee will be given the next available vacancy of like classification, pay and seniority.

Section 3: Pregnancy Disability

Pregnancy disability leave will be given in accordance with state and federal statutes.

Section 4: Family and Medical Leave

Family and Medical leave may be granted to an employee who requests it in accordance with the Family and Medical Leave Act.

ARTICLE 10JURY DUTYSection 1

Any employee who is called to and reports for jury duty shall be paid by the Authority for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Authority and does not work, an amount equal to the difference between:

- A. The employee's regular rate, exclusive of any premiums for the

number of hours up to eight (8) that they otherwise would have been scheduled to work; and

- B. The daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses).

Section 2

In order to receive payment under the above section, an employee must give the Authority, within one week, notice that they have been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

Section 3

The provisions of this Article are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 11

INSURANCE BENEFIT CERTIFICATES/BOOKLETS

Employees shall be provided updated certificates and/or benefit booklets regarding all insurance benefits.

ARTICLE 12

LONG-TERM DISABILITY BENEFIT

Section 1

Employees are eligible for this insurance if they are employed for a period of at least one thousand forty (1,040) straight time hours.

Section 2

Long-Term Disability is a monthly benefit which provides income security in the event of a sickness or injury which totally disables an employee over a period of time.

Section 3: Accidents Covered

An employee is covered on and off the job.

Section 4: Benefit Payment

Monthly benefit will be (A) minus (B):

- A. (1) Seventy percent (70%) of an employee's monthly earnings at the date of disability [subject to a maximum benefit of fifteen hundred dollars (\$1,500) per month], less any benefits payable under the Social Security Act as the result of an employee's disability (including benefits for dependents).

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- (2) Effective 04/01/97: Sixty-six and two-thirds percent (66 2/3%) of an employee's monthly earnings at the date of disability [subject to a maximum benefit of Five thousand dollars (\$5,000) per month], less any benefits payable under the Social Security Act as the result of an employee's disability (including benefits for dependents).
- B. The benefit determined in (A) above shall be offset by the following:
1. Earnings continuation from the Authority, including but not limited to sick, annual, and compensatory leave.
 2. Other group insurance disability benefits.
 3. Retirement benefits provided by the government.
 4. Other benefits payable under any government disability plan.
 5. Benefits payable under any Worker's Compensation Act.
 6. Benefits payable under any group or individual no-fault plan or automobile insurance.

Section 5: Definition of Total Disability

Total disability means that an employee is unable because of illness or accidental bodily injury to perform any and every duty of any occupation for which an employee is reasonably fitted by training, education or experience. However, during the first twenty-four (24) months of payments, an employee will be considered totally disabled if they are unable to perform the duties of their own occupation.

Section 6: Commencement of Benefits

Benefits start after a qualifying period of one-hundred eighty (180) days from the commencement of total disability, provided proof of disability is submitted within six (6) months following the qualifying period.

Section 7: Maximum Benefit Period

Once an employee has satisfied the qualifying period, one hundred eighty (180) days from onset of the total disability, injury or illness, they will receive a monthly income until the earliest of the following events:

- A. The date that total disability ceases.
- B. The date that age 65 is reached. However, upon completing the qualifying period after age 64, benefits will continue for the period of disability subject to a maximum of **twenty-four (24)** months.
- C. The date of failure to submit to an examination by the Authority's disability insurance medical advisors.
- D. The date that the employee is not under continuing medical

supervision and treatment is considered satisfactory by the Authority's disability insurance company.

- E. The date the employee expires.
- F. The date the employee is not working in any rehabilitation employment considered appropriate by the Authority's disability insurance company.
- G. Authority Retirement.

Section 8: Limitations

Benefits are not payable for the following:

- A. A disability where an employee is not under continuing medical supervision and treatment considered satisfactory by the Authority or the Authority's disability insurance company.
- B. A disability caused by self-inflicted injuries or illness.

ARTICLE 13

CONTINUANCE OF BENEFITS

The Authority will pay the premium on the following benefits for a period not to exceed six (6) months when an employee has exhausted all Sick and Annual Leave days due to illness or disability:

- A. Hospital (Medical/Major Medical Plan)
- B. Optical Insurance
- C. Dental Insurance
- D. Long-Term Disability Insurance
- E. Life Insurance

ARTICLE 14

HOSPITALIZATION

Section 1: Eligibility

Employees are eligible the first day of the month following the completion of ninety (90) days of service. A new employee is eligible their first day of employment if they had group coverage at their previous place of employment.

Section 2:

The Authority agrees to pay premiums for hospital/medical coverage for eligible employees and dependents equivalent to Option 1 below. Employees covered by this Agreement shall also be allowed to elect an alternative hospital/medical coverage option as outlined below provided they meet the

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eligibility requirement for the option selected and that such option is available from the insurance carrier of the Employer's choice.

OPTION 1: PREFERRED PROVIDER ORGANIZATION (PPO)

Maintains the current Blue Cross/Blue Shield hospital/medical Preferred Provider Organization program (Group Policy Number 67228-671 with applicable riders).

OPTION 2: TRADITIONAL

Maintains the current Blue Cross/Blue Shield hospital/medical Traditional program (Group Policy Number 67228-001 with applicable riders).

This option available only to employees hired prior to March 10, 1994.

OPTION 3: TRADITIONAL PLUS

Provides Blue Cross/Blue Shield hospital/medical program Group Policy 67228-000 with appropriate riders. However, employees that elect this option shall pay the cost difference of this plan from Option 1 - PPO. Payment shall be made through payroll deduction and adjusted annually.

This option available only to employees hired prior to March 10, 1994.

OPTION 4: PPO - HEALTHWISE

Maintains the current Blue Cross/Blue Shield Preferred Provider Organization hospital/medical program (Group Policy Number 67228-670 with applicable riders). Employees that elect this option shall certify that they have complied with the HEALTHWISE section below.

OPTION 5: TRADITIONAL - HEALTHWISE

Maintains the current Blue Cross/Blue Shield hospital/medical program (Group Policy Number 67228-020 with applicable riders). Employees that elect this option shall certify that they have complied with the HEALTHWISE section below.

This option available only to employees hired prior to March 10, 1994.

OPTION 6: OPT-OUT

Employees who verify they are covered by an alternate hospitalization program may opt out of the HCMA plan and shall be compensated at \$30.00 per pay period (\$780.00 per year). Employees electing this option may only resume health insurance with HCMA during the annual open enrollment period or at any time, if their coverage elsewhere is terminated.

Section 3: HEALTHWISE

The parties recognize that controllable lifestyle factors greatly contribute to health care claims and resulting health care premium increases. Employees and dependents who maintain or change their lifestyle to reduce risk factors and improve their health and their lives will be a benefit to both themselves and the employer. As such, employees and spouses who agree to participate in a health risk assessment shall be eligible for the HEALTHWISE health care options.

- A. To be eligible for HEALTHWISE certification, each employee shall and each spouse of employees hired after March 14, 1991 shall:
 - 1. Complete a health/lifestyles risk assessment **ANNUALLY** which will assess the following factors:
 - a) Smoking
 - b) Alcohol or other drug use
 - c) Eating Habits
 - d) Exercise/Fitness
 - e) Stress Control
 - f) Safety
 - g) Blood Pressure
 - H) Blood Cholesterol
- B. The Authority shall make available a health/lifestyles risk assessment. Employees and spouses may, at their option, have the health assessment administered by their personal physician and submit certification to the Human Resources office (See Appendices).
- C. The health assessment shall be voluntary for spouses of employees hired prior to March 14, 1991 and covered by HCMA's health plan provided there is 75% participation during the first year of the Agreement. Should there not be 75% participation, then those who have not participated shall not be eligible for the HEALTHWISE options in subsequent years unless they participate in a health assessment.

Section 4:

No HCMA employee shall be a dependent under another HCMA employee's health plan with the exception of a married couple with children who both are employed by HCMA. In such cases, one employee may be designated as the subscriber and the other employee and children as dependents.

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ARTICLE 15

GROUP LIFE INSURANCESection 1: Basic Coverage

The Authority has made available a Group Life Insurance Policy for the benefit of all employees. This plan provides life insurance coverage in the amount of five thousand dollars (\$5,000), with a double indemnity clause in the event of accidental death.

Section 2: Eligibility

Employees shall be covered upon completion of three (3) months of service regardless of age and without physical examination.

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 with a presentation of a copy of the discharge paper.

Section 3: Supplemental Coverage

In addition to the aforementioned Group Life Insurance, the Authority will provide supplemental Group Life Insurance coverage for active employees who are eligible for participation in the Authority's pension plan and have attained the age of 21.

Employees with less than 25 years service as of each October 1 shall receive coverage equal to two-and-one-half [2 1/2] times the employee's annual base salary as of each August 1. Employees with greater than 25 years service as of each October 1 shall receive coverage equal to one-and-one-half [1 1/2] times the employee's annual base salary as of each August 1.

Amounts of insurance coverage will be reviewed each October 1 and adjusted in accordance with the above limits.

Benefits cover employees on and off the job.

Implementation Option:

Employees who have attained 25 years of service prior to October 1, 1994 shall be given a one time, non-revocable option to elect either 1) 2 1/2 x annual base salary life insurance or 2) 1 1/2 x annual base salary plus the death pension benefit as described in the "Pension" Article.

Section 4: Payroll Deduction Term Life Insurance

The Authority agrees to offer term life insurance up to \$200,000 through voluntary payroll deduction provided there is enough employee participation to

meet the insurance carrier's minimum participation level.

ARTICLE 16

OPTICAL INSURANCE

The Employer agrees to provide and pay the premium for a Vision Care Program equivalent to Prudential Group Policy Number 45096 for eligible employees and dependents.

ARTICLE 17

DENTAL INSURANCE

The Employer agrees to provide and pay the premium for a Dental Care Program equivalent to Prudential Group Policy Number 45096 for eligible employees and dependents.

ARTICLE 18

TUITION REIMBURSEMENT

Tuition reimbursement is available for employees subject to the following requirements:

- A. Applicant must have one year continuous full-time employment at the beginning and be actively employed at the completion of the class.
- B. Subject must be recommended for approval by the Department Head/Park Superintendent and approved by the Director or his designate as being directly related to the employee's present position or a position for which the employee is otherwise eligible at the time of application.
- C. Employee must complete a Tuition Reimbursement Form and receive approval prior to enrollment in a class.
- D. Class must be taken at an accredited educational institution or agency acceptable by the HCMA.
- E. Reimbursement will be based on tuition fee only; and the tuition must not be paid by other means such as scholarships or grants.
- F. Employee must submit written proof of tuition payment and successful completion of the class to the Human Resources Office within thirty (30) days after the class is over in order to receive tuition reimbursements.
- G. Employee must submit a report from the school that he has completed the class with a grade of "C" or better.
- H. Employee will be reimbursed fifty percent (50%) for a "C" grade; seventy percent (70%) for a "B" grade; and one-hundred percent (100%) for an "A" grade. The amount of reimbursement shall be no

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more than \$500 for any one class, nor more than \$1,000 for any calendar year.

ARTICLE 19

RETIREMENT/PENSION PLANSection 1: Pension

Recognizing that all of us who work like to believe that one of the results of our labor will be a well-earned retirement during our later years, the Board of Commissioners has established the HCMA Employee's Retirement and Insurance Plan to assure the employees of the Authority that such retirement will bring years of dignity and reasonable comfort. The benefits provided under the plan are in addition to any benefits the employee may receive under the Social Security Pension Program.

Detailed information regarding the Authority Pension Plan is covered in the Pension Booklet. The Trust Agreement as last amended January 1, 1994 is incorporated into this Agreement by reference and shall be amended effective 01/01/97 as follows:

Article 3 - Section 3.1 will provide a maximum of 71% of Final Average Earnings as applicable and 2.0% of Final Average Earnings for each year of service or fraction thereof at retirement.

Article 3 - Section 3.3 will provide a maximum of 71% of Final Average Earnings as it relates to early retirement benefit calculations.

And any other Article, Section, or Subsection as needed to facilitate the above changes.

Section 2: Re-employment

Retired individuals may be re-employed on a seasonal, part-time or consulting basis.

ARTICLE 20

GROUP BENEFITS FOR RETIREES

Retirees must report their status once each year to the Human Resources office by August 15th to assure continued coverage. To be eligible for group benefits an individual must be a spouse or dependent of the employee on the employee's retirement date.

Section 1:

Retirees with ten years continuous, full-time service with the Authority

and hired prior to March 14, 1991 are eligible for the following group benefits:

A. Hospitalization

Coverage after retirement will be provided for eligible retirees and spouses. Hospitalization will be continued on the same basis as employees, or when eligible, as a supplement to the Federal Government's Medicare Program.

The employer, at its discretion, may offer retirees a higher benefit than current employees.

B. Group Life Insurance

Group Life Insurance will be continued during the lifetime of the employee in the amount of five thousand dollars (\$5,000).

C. Optical Insurance

Employees, and eligible dependents, retiring after January 1, 1970 are covered by this insurance on the same basis as employees.

D. Dental Insurance

Employees, and eligible dependents, retiring after January 1, 1970 are covered by this insurance on the same basis as employees.

Section 2:

Retirees hired after March 14, 1991 are eligible for the following group benefits:

A. Hospitalization

1. Retirees with 25 years continuous, full-time, service with the Authority, are eligible for hospitalization benefits as follows:

Coverage after retirement shall be provided for eligible retirees and spouses. Hospitalization will be continued on the same basis as employees, or when eligible, as a supplement to the Federal Government's Medicare Program.

2. Retirees with 10 years but less than 25 years continuous, full-time service with the Authority, are eligible for hospitalization benefits as follows:

Coverage after retirement shall be provided for eligible retirees only (no spouse or dependent coverage). Hospitalization will be continued on the same basis as employees, or when eligible, as a supplement to the Federal Government's Medicare Program. To be eligible for benefits,

HURON-CLINTON METROPOLITAN AUTHORITY

retirees prior to age 65 shall, on a quarterly basis, reimburse the Authority the amount equivalent to the cost of Medicare Part B.

3. Retirees with less than 10 years of continuous, full-time service with the Authority shall not be eligible for hospitalization benefits.
4. The Employer, at its discretion, may offer retirees a higher benefit than current employees.

B. Group Life Insurance

Group Life Insurance will be continued during the lifetime of the employee in the amount of five thousand dollars (\$5,000).

C. Optical Insurance

1. Employees, and eligible dependents, retiring after January 1, 1970, and who have 25 years continuous, full-time service with the Authority are covered by this insurance on the same basis as employees.
2. Retirees with less than 25 years continuous, full-time service shall not be eligible for optical benefits.

D. Dental Insurance

1. Employees, and eligible dependents, retiring after January 1, 1970, and who have 25 years continuous, full-time service with the Authority are covered by this insurance on the same basis as employees.
2. Retirees with less than 25 years continuous, full-time service shall not be eligible for dental benefits.

Section 3:

Employees who elect to defer pension benefits are not eligible for group benefits.

ARTICLE 21

GROUP BENEFITS FOR SURVIVING SPOUSE AND DEPENDENTS

The group benefits described below are provided for the term specified or until remarriage, whichever comes first.

The spouse must report their status once each year to the Human Resources office by August 15th to assure continued coverage. To be eligible for group benefits an individual must be a spouse or dependent of the employee on the

employee's retirement date.

Section 1: Surviving Dependents of Retiree

- A. Hospitalization coverage will be provided for eligible spouses and dependents of retirees.
- B. Dental and Vision Insurance coverage will be provided for eligible spouse and dependents for three (3) years following the death of the retiree.

Section 2: Surviving Dependents of Employee

- A. Hospitalization coverage will be provided for the surviving spouse and eligible dependents for three (3) years following the death of an employee.
- B. Dental and Vision Insurance coverage will be provided for the surviving spouse and eligible dependents for three (3) years following the death of the employee.

ARTICLE 22

DEPENDENT CARE SPENDING ACCOUNT

The Authority agrees to establish a dependent care spending account for employees in accordance with applicable federal law and IRS guidelines. The spending account provides non-taxable reimbursement for expenses for the care of children under the age of 13, a disabled spouse, or a dependent parent when such care enables an employee to work.

Employees may contribute pre-tax dollars into the individual dependent care account up to \$5,000 limit.

ARTICLE 23

CLASSIFICATION AND PAY PLAN

Section 1: Plan Provisions

The Board of Commissioners approves a Classification and Pay Plan which establishes: (1) the relative scale of pay in accordance with the various position classifications; and (2) the number of pay raises possible within the wage level for the classification. The plan is adopted by the Board of Commissioners following ratification by both parties.

Section 2: Performance Appraisal

Employees progress annually from one step to the next in their pay level provided they have clearly demonstrated the necessary skills, knowledge and

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abilities required of the position. Work performance must be of sufficient level to merit a pay increase and not just adequate for retention of the job. Performance appraisals shall be administered to measure these qualifications.

- A. All employees shall receive an annual performance appraisal.
- B. Employees not at the top step of the pay level shall receive a performance appraisal six months prior to their review date. The purpose is to provide feedback to the employee to identify areas of performance where improvement is needed and to set objectives which must be attained to progress to the next step.

Immediately prior to the review date, employees will receive a second performance appraisal.

Employees receiving a successful performance appraisal shall be promoted to the next step within the pay level, effective the pay period nearest the review date.

Failure to receive a successful performance appraisal shall be cause to defer an increase.

- C. If an employee is denied a step increase and the employee considers the denial to be improper, the matter shall be referred to the Chief of Human Resources. If the employee is not satisfied with this meeting, the employee may file a grievance according to the Grievance Article of this Agreement.
- D. The review date shall be defined as the date the employee has completed one year of full and continuous service following either hire date, date transferred into the pay level, or the last step increase date.

Section 3: New Appointments

New appointments shall normally be made at the minimum step of the appropriate position classification pay range. However, appointments under special conditions and subject to the approval of the Director may be made above the minimum rate when such action is determined to be in the best interest of the Authority.

ARTICLE 24

JOB VACANCIESSection 1

"Promotion from within" is a fundamental principle of the Authority. As such, the Authority shall attempt to cultivate management training opportunities to be made available on a competitive basis to provide equal opportunity for each

employee to advance to any position for which they are best qualified by skill, knowledge and aptitude. It is understood, however, that the Authority retains the right to select outside candidates subject to the provisions of this Article.

Section 2: Selection Procedures

The Authority agrees to promulgate selection procedures. It is understood that these procedures may be amended by the Authority but only after consultation with the Bargaining Unit subject to the Special Conference Article and with 14 calendar days notice. It is also understood that such selection procedures are subject to the provisions of this Article.

Section 3: Posting

Each vacancy to be filled within the Bargaining Unit shall be posted for a period of 14 calendar days on bulletin boards in each facility. The posting shall include the job classification, a brief description of the job, minimum qualifications, location and pay level. Special conditions shall also be noted on the posting.

The position may also be posted simultaneously in whatever outside media the Authority chooses.

Applications may be accepted until a vacancy is filled. However, to assure consideration, interested employees shall apply within the posting period.

Section 4: Selection

- A. Selection shall normally be made on the basis of ability and qualifications as determined by the Employer. In the case of transfer requests efficiency and effectiveness of the Authority shall be considered.

- C. In the event that the qualifications of two or more candidates are judged to be essentially equal, preference may be given to Park and/or Authority seniority.

Section 5: Appeal

In the event a senior employee is not selected for promotion, they shall, upon request, be notified in writing reasons thereof. If not satisfied with these reasons, and if the position is within the Bargaining Unit, the senior employee may refer the matter to the grievance procedure through the Appeal of Grievance Committee Decision step.

Section 7: Voluntary Transfers

In the event an employee voluntarily transfers or changes classification

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to one of lower or equal pay (lateral) then said employee shall not subsequently be allowed to transfer or change classification to one of lower or equal pay (lateral) for a period of one year. It is understood said employee shall retain the right to apply for promotional opportunities. Exceptions shall be made only at the Employer's discretion.

Section 8: Temporary Assignments

The Employer reserves the right to temporarily assign employees to the same, lesser or higher rated classification at any time and at its sole discretion.

Should such temporary assignment be to a higher rated classification, and such assignment is in excess of 20 consecutive work days, then the employee shall be paid the rate of said higher classification retroactive to the first day of assignment (retroactive pay shall be limited to 20 work days).

Should such temporary assignment be to a lesser rated classification, the employee shall receive no loss of pay or benefit.

Once a temporary assignment has ended, the employee shall revert to their former classification.

Section 9: Definitions

- A. **Transfer** is defined as a change in work location (Park-to-Park) within the same job classification.
- B. **Promotion** is defined as a change in job classification requiring increased training, experience and/or responsibility with a corresponding increase in pay level.

ARTICLE 25

COMPENSATORY LEAVE

The parties agree and recognize that at the present time employees of this Bargaining Unit are exempt from overtime provisions of the Fair Labor Standards Act (FLSA) or applicable state and federal law.

Should an employee promote from a classification which is eligible for overtime pay, any accumulated compensatory leave shall be paid at the rate of the previously held classification.

ARTICLE 26

SENIORITYSection 1

Seniority shall mean the length of full and continuous service an employee

has worked, dating with the employee's most recent first full day of regular work.

Seniority shall accrue during periods of absence due to service with the Armed Forces and other authorized absences of thirty (30) days or less.

Seniority shall not be lost but shall not accrue during periods of absence with official permission if in excess of thirty (30) days. Employees absent due to lengthy illness or injury, where sick and annual leave has been exhausted shall be considered to be absent with official permission.

Section 2: Probationary Period

All new employees shall serve a probationary period of twelve (12) months, during which time they will be termed "Probationary Employees." Probationary employees may be disciplined or terminated by the Authority at its sole discretion, and neither the employee nor the Bargaining Unit shall have recourse to the grievance procedure over such action.

Upon satisfactory completion of twelve (12) months full and continuous service, the employee's name shall be placed on the appropriate seniority list.

Section 3

An employee's seniority shall entitle them only to such rights as are expressly provided for in this Agreement.

Section 4: Layoff and Recall

In the event of a layoff, affected employees may displace (bump) less senior employees in any Employees Association Bargaining Unit under the following procedure provided they meet the minimum qualifications and are able to perform all aspects of the position. An affected employee may bump:

- A. The least senior employee in their classification in their park/department; or if none,
- B. Any vacancy Authority-wide in same classification; or if none,
- C. The least senior employee in their classification Authority-wide; or if none,
- D. The least senior employee in an equal, lower, or formerly held classification in their park/department; or if none,
- E. The least senior employee in an equal, lower, or formerly held classification Authority-wide.

Employees on layoff shall be recalled in inverse order of layoff subject to the same conditions of layoff providing they meet the minimum qualifications and are able to perform all aspects of the available work.

Notice of recall will be sent by certified or registered mail.

The Employee shall give notice of their intent and return to work within five (5) working days after receipt of the Employer's notice or their employment shall be terminated without recourse to this agreement.

Employees on layoff shall be considered for other vacancies which may occur within the Authority.

Senior employees in the classification and park/department to be laid off shall be given the opportunity to accept a voluntary layoff.

During a period of layoff, the Employer shall not increase it's provisional or seasonal staff in the same job classification in the same park/department from which full time layoffs have occurred.

ARTICLE 27

LOSS OF SENIORITY

An employee's seniority and employment shall be terminated if the employee:

- A. quits;
- B. is discharged and it is not reversed by the Grievance Procedure;
- C. fails to return to work within five working days after receipt of the Employer's notice of recall by certified mail to the last-known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address;
- D. overstays a leave of absence without advising the Employer of a reason acceptable to the Employer;
- E. has made a settlement for total disability;
- F. is laid off for a continuous period exceeding the length of their seniority;
- G. is retired;
- H. converts to other than classified employment unless the employee has received a leave of absence approved by the Director or their designate.
- I. is absent for three consecutive working days without authorization, the employee shall have quit and have vacated their position except in cases where circumstances are beyond the employee's control.

ARTICLE 28

REPRESENTATION

Section 1:

There shall be one representative and one alternate chosen from among members of the Bargaining Unit.

Section 2:

The representative, in conjunction with the Bargaining Unit President, shall be authorized to present and resolve grievances on behalf of such employees.

Section 3:

The Bargaining Unit shall certify in writing the name of each representative annually. The Bargaining Unit further agrees to designate in writing to the Authority all officers of the Bargaining Unit.

Section 4:

The representative shall be allowed time to investigate, without loss of time or pay, any grievance occurring within their respective area of representation upon making a request and explaining the nature of said grievance to the Park Superintendent/Department Head. Permission and arrangements shall be made within a reasonable period of time, but not later than the next regular working day. This privilege is extended to representatives with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused. Total time utilized by representatives for this purpose shall not exceed one hour per week. Additional time, as needed, may be approved by the Park Superintendent/Department Head.

Section 5:

Neither the Association, the Bargaining Unit, nor its representatives shall conduct any Association activity during the working hours other than as provided by law.

ARTICLE 29

SPECIAL CONFERENCES

Section 1:

Special conferences may be arranged between the Bargaining Unit President and the Chief of Human Resources. Such meetings shall be between up to three representatives of the Association and three representatives of the Employer.

Section 2:

An agenda of 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.

Section 3:

The members of the Bargaining Unit shall not lose time or pay for time spent in such special conferences during their regular shift.

HURON-CLINTON METROPOLITAN AUTHORITY

ARTICLE 30

GRIEVANCES

Employees shall have the right to present grievances in accordance with the procedure provided herein. The informal resolution of disputes is strongly urged. Every effort should be made to resolve the disputes at the lowest possible level.

SECTION 1 - ORAL

In the event an employee has a complaint, difficulty, disagreement, dispute or grievance they shall discuss the matter with their immediate supervisor, within ten (10) work days of the occurrence, with or without the presence of a Bargaining Unit representative. The parties shall discuss the matter in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the matter with a Bargaining Unit representative in accordance with the Representation article.

SECTION 2Step 1 - Written

A grievance submitted but not resolved in Section 1 may be submitted in written form to the Park Superintendent/Department Head by the Grievant or their Bargaining Unit representative within ten (10) work days of section 1, (within 20 work days of occurrence). The written grievance shall set forth the name(s) and signature(s) of the employee or employees involved so far as diligent efforts will allow; the provision(s) of this Agreement that the grievant claims have been violated; dates of occurrence; and the remedy proposed. The Park Superintendent/Department Head shall give their written response to the grievance within ten (10) work days of the receipt of the grievance.

Class grievances involving more than one representation district shall be signed by the Bargaining Unit president and shall be submitted directly to the Chief of Human Resources at Step 2.

Step 2 - Pre-grievance Committee Meeting

If the Park Superintendent/Department Head's written response is not satisfactory to the Grievant, the Bargaining Unit president may request a meeting with the Chief of Human Resources in an attempt to settle the matter before proceeding to a grievance committee.

Step 3 - Grievance Committee

If the grievance is not settled in Steps 1 or 2, the grievance may be

forwarded to the Chief of Human Resources for submission to a grievance committee. This shall be done within ten (10) work days of the receipt of the Park Superintendent/Department Head written response.

The Director of the Authority shall call a Grievance Committee consisting of the president of the Bargaining Unit; three employees-at-large, mutually agreed upon, chosen at the occurrence of each grievance; and an Authority representative designated by the Director of the Authority. Prior to the Grievance Committee meeting, a written submission agreement defining the issue of the grievance, signed by both parties, shall be prepared for submittal to the Grievance Committee. If no submission agreement can be reached, both parties shall submit separate issue statements of the grievance.

A hearing shall be held by the Grievance Committee within ten (10) work days from the time of receipt of the grievance by the Chief of Human Resources. In conducting the hearing, the Grievance Committee may proceed in an informal manner and shall not be bound by the procedure of rules of evidence observed in courts of record. Either party shall be entitled to appear personally, call witnesses and to produce evidence at the grievance hearing. Further, the Grievance Committee shall not have the authority to add to or subtract from the agreement. The findings and decision of the Grievance Committee shall be certified and presented in writing to the Director and the Grievant.

Step 4 - Appeal of Grievance Committee's Decision

Appeal of the Grievance Committee's decision may be made by either party to the Director of the Authority within ten (10) work days of receipt of the Grievance Committee's decision. The Director, within ten (10) work days of the filing of appeal may then either affirm, modify or revoke the determination of the Grievance Committee, and shall submit in writing that decision to the Grievant with a copy to the president of the Bargaining Unit.

Step 5 - Appeal to the Board of Commissioners

The Director's determination may be appealed to the Board of Commissioners for the Authority, within ten (10) work days of receipt of the Director's decision. The Board of Commissioners, or an appointed sub-committee of Commissioners, shall hear all such appeals within thirty (30) calendar days of the filing of the notice of appeal with the Board. The decision of the Board of Commissioners shall be final.

Section 3

Grievances shall proceed from step-to-step within time limits prescribed. Any grievance upon which a disposition is not made by the Employer within time limits prescribed, or an extension agreed upon in writing, may be referred to the next step within the prescribed time limits. Any grievance not carried to the next step by the Grievant within prescribed time limits shall be considered closed upon the Employer's last disposition. Any appeal not carried to the next step by either party within the prescribed time limits shall be considered closed upon the last disposition rendered.

The Grievant shall be entitled to have the president of the Bargaining Unit present at any step of the grievance. Grievances shall be submitted in writing at each formal step of the grievance, and shall be signed by the Grievant.

A grievance may be withdrawn by the Grievant without prejudice at any time.

It is understood that where specific position titles have been identified, either party may use designates (HCMA employees) at that party's sole discretion.

ARTICLE 31COST OF LIVING BONUSSection 1

There shall be no Cost of Living Bonus payments for the term of this Agreement. It is agreed that COLA (in accordance with Section 3 below) shall become effective January 1, 2000 for May payment if no working agreement has been reached by that date. However, if a May COLA payment is made, there shall be no retroactive wage adjustments. It is understood this provision can be altered by mutual agreement.

Section 2: Eligibility

To be eligible for the full amount of the bonus, the employee must be on the active payroll at the end of the period that forms the work base.

New employees must work one thousand forty (1,040) straight time hours before becoming eligible to receive a pro-rated Cost of Living Bonus in accordance with the provisions of Section 4.

Should an employee leave employment in advance of the end of the work base period, the Cost of Living Bonus shall be based on the index used in the previous work base period and pro-rated on the number of straight time hours actually worked in the period they terminate employment.

Section 3: Computation

The Cost of Living Bonus will be computed as follows for January 1, 2000 to December 31, 2000:

- A. Based on the U.S. Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers - Detroit, MI "All Items less Medical Care" (1967 = 100) at the rate of \$.01 per hour (regular hours only) for each 0.4 index change to the nearest \$.01. The base factor for this computation will be the index figure for August, 1999. The index figure for the last month of each work base period will be compared with August, 1999 figure to establish the adjustment for the next succeeding period, up or down, except no adjustment will be made should the index fall below the August 1999 index figure.
- B. In no event shall the total January 1, 2000 to December 31, 2000 incremental change in the Cost of Living Bonus be greater than the total growth experienced in 1999. The 1999 growth will be computed by comparing the August, 1999 index figure with the August, 1998 index figure.

Unless otherwise agreed, effective January 1, 2001 the entire Cost of Living Bonus computed under Section 3-A will be folded into the base rate of each employee.

The cap shall be computed on the same basis as the bonus except that in no event shall the cap be less than zero.

- C. It is agreed that the continuance of the Cost of Living Bonus is dependent upon the availability of the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers in its present form.

Section 4: Payment

Payment is based on the regular hours of the current period and the previous ending period C.P.I. reading. Payment schedules are as follows:

<u>Work Base Period</u>	<u>Payments In</u>	<u>Index</u>
January thru April	May	December
May thru August	September	April
September thru December	January	August

Payments shall be made with the first full payroll following the work base period unless unusual circumstances arise.

Due to the timing difference between "payroll" ending dates and "calendar" ending dates, it shall be assumed employees work six hundred ninety three (693) straight time hours each work base period even though some periods they may work more or less. Employees who work less than the full number of straight time hours in a "payroll work base period" will have the COLA Bonus based on six

HURON-CLINTON METROPOLITAN AUTHORITY

hundred ninety three (693) hours less the number of straight time hours short of the normal hours worked in the "payroll work base period."

New employees must work one thousand forty (1,040) hours before becoming eligible to receive fifty percent (50%) of the COLA Bonus and will receive a pro-rated amount of the bonus, based on the actual straight time hours worked in the work base period, after serving the required qualification period.

Said employees must work a total of two thousand eighty (2,080) hours before becoming eligible to receive one hundred percent (100%) of the earned bonus and will receive a pro-rated amount of the bonus, based on the actual hours worked in the work base period, after serving the required qualification period.

The payment for the work base period September through December will take into account the actual number of straight time hours worked in the calendar year (This may be two thousand eighty-eight [2,088] or two thousand ninety-six [2,096] hours.

ARTICLE 32

LONGEVITY

Section 1

Employees shall be entitled to Longevity Bonus payments for full and continuous employment (as defined in the "Seniority" Article) according to the following schedule:

Over 5 years but less than 10 years.....	2%
Over 10 years but less than 15 years.....	4%
Over 15 years but less than 20 years.....	6%
Over 20 years but less than 25 years.....	8%
Over 25 years.....	10%

Maximum Bonus - Limited to the percentage applied to \$20,000 of Annual Pay.

Section 2

The Longevity Bonus will be paid on the last payroll of each November based on years of service through December 31 of that year and the employee's base wage rate as of November 1st. Overtime or any other fringe benefit will not be used in such computation.

Section 3

In the year an employee terminates employment for reason of retirement or death, the bonus payment will be **pro-rated** as so many twelfths (12ths) of the Annual Bonus computed from the employee's current rate. In the case of death,

payment will be made to the estate.

In the year an employee terminates employment for reason other than retirement or death no Longevity Bonus will be paid.

Section 4

Employees are further recognized for service through the issuance of lapel buttons or pins.

- A. After completion of one year of service, an employee shall be recognized with the HCMA triangle pin.
- B. After the completion of fifteen years of service, an employee shall be recognized with the HCMA triangle pin with sapphire jewel.
- C. After completion of twenty-five years of service, an employee shall be recognized with the HCMA triangle pin with diamond jewel.

ARTICLE 33

HOLIDAY LEAVE

Section 1

Employees shall be entitled to the following holidays with pay:

- | | |
|-----------------------------------------|-----------------------------|
| ~ New Year's Eve Day | ~ Thanksgiving Day |
| ~ New Year's Day | ~ Friday after Thanksgiving |
| ~ Martin Luther King's Birthday | ~ Christmas Eve Day |
| ~ Washington's Birthday | ~ Christmas Day |
| ~ Good Friday | |
| ~ Memorial Day | |
| ~ Independence Day (Fourth of July) | |
| ~ Labor Day (First Monday in September) | |
| ~ Veterans Day | |

The Employer will allow employees to observe religious days or holidays other than those listed above by agreeing to work one of the listed paid holidays at straight time. Requests must be in writing indicating the days to be exchanged and must be approved by the employee's Park Superintendent/Department Head.

Section 2

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.

HURON-CLINTON METROPOLITAN AUTHORITYSection 3

Should an employee work the designated holiday, the employee shall be entitled to equal time off by the first pay period following May 1 of the subsequent year.

ARTICLE 34

SUPPLEMENTAL EMPLOYMENT

The Authority does not necessarily find supplemental employment objectionable. However, employees shall not engage in such employment where there is a conflict of interest.

ARTICLE 35

RETURN OF EQUIPMENT

Employees shall have the responsibility of turning in all Authority equipment and property at termination of employment. The employee shall be charged for all items not returned.

ARTICLE 36

PROFESSIONAL MEMBERSHIP AND LICENSES

The Authority agrees to reimburse employees for up to two authorized professional memberships to a maximum of one-hundred dollars (\$100) annually.

The Authority agrees to reimburse employees for the cost of an authorized professional license to a maximum of one-hundred dollars (\$100) annually.

ARTICLE 37

USE OF FACILITIES

Employees are encouraged to use all HCMA facilities of Authority parks during off hours. All employees and immediate family members may use all facilities free of charge during low-use periods by following current facility use procedures.

During peak periods, employees shall be treated as any other park patron.

ARTICLE 38

PERSONAL LEAVE

Employees not eligible to receive overtime compensation shall be entitled to two (2) personal leave days each payroll year.

The personal leave days shall be credited the first payroll of the year and must be utilized by the first pay period ending after May 1 of the subsequent

year. Personal leave days shall not be cumulative.

Personal leave, although earned, shall be allowed only after an employee has completed six (6) months of service; no leave time being allowed if the employee is terminated prior to six (6) months of service.

Personal leave shall not accrue during leaves of absence without pay or when an employee is on Long Term Disability.

Personal leave shall have no cash value.

ARTICLE 39

EMPLOYEE AWARDS

The HCMAEA shall annually select two (2) members as "outstanding employees". Recipients may or may not be from this Bargaining Unit. A two-hundred dollar (\$200) savings bond will be awarded by the Authority to the outstanding employees.

ARTICLE 40

DUES CHECK OFF

Limit of Authority's Liability

The Authority shall not be liable to the Association or Bargaining Unit by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Association and Bargaining Unit will protect and save harmless the Authority from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Authority for the purpose of complying with this Article.

Voluntary Dues Check-Off

The Authority agrees to deduct the membership dues, each payroll from the pay of those employees who individually authorize in writing that such deductions be made. Check-off monies will be deducted each payroll and shall be remitted monthly together with an itemized statement to the Treasurer.

Termination of Check-Off

Any employee may voluntarily cancel or revoke the Authorization for Check-off deduction upon thirty (30) days advance written notice to the Authority and the Bargaining Unit.

HURON-CLINTON METROPOLITAN AUTHORITY

ARTICLE 41

COMPLETE AGREEMENT

It is understood and agreed that this contract contains the complete Agreement between the parties hereto and supersedes all prior Agreements.

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 42

DURATION

This Agreement shall become effective as of this date February 8, 1996, and shall continue in full force and in effect until midnight December 31, 1999 when it shall terminate. For active employees, at the time of signing, across the board wage increases, including overtime, shall be retroactive to the closest pay period to January 1, 1994. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than one-hundred-twenty (120) days prior to expiration. Upon such notification the parties shall begin negotiations the second (2nd) Monday of September unless otherwise agreed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to executed this 8th day of February, 1996.

FOR THE EMPLOYEES ASSOCIATION:

Paul Muelle
Paul Muelle, President

Thomas Asiala, Representative

C. Michael George
C. Michael George, Representative

FOR THE HURON-CLINTON
METROPOLITAN AUTHORITY:

William E. Kreger
William E. Kreger, Acting Chairman

Donald G. Beem
Donald G. Beem, Secretary

Frank J. Sudek
Frank J. Sudek, Deputy Director

David L. Wahl
David L. Wahl, Controller

Gregory J. Almas
Gregory J. Almas, Chief of HR

APPENDIX 1

CHECK-OFF FORM

HURON-CLINTON METROPOLITAN AUTHORITY
EMPLOYEES ASSOCIATION

BY: _____

LAST NAME

FIRST

MIDDLE

TO: _____ Huron-Clinton Metropolitan Authority _____

Effective _____ I hereby request and authorize you to deduct from my earnings the current rate of \$1.00 bi-weekly for the purpose of Association dues. The amount deducted shall be paid to the treasurer of the Employees Association of the Huron-Clinton Metropolitan Authority. This authorization shall remain in effect unless terminated by me upon thirty (30) days advance written notice to the Authority and the Association or upon termination of my employment.

Employee Signature

Date

Street Address

City and State

APPENDIX 3

HEALTHSTYLE - A SELF-TEST

All of us want good health. But many of us do not know how to be as healthy as possible. Health experts now describe lifestyle as one of the most important factors affecting health. In fact, it is estimated that as many as seven of the ten leading causes of death could be reduced through common-sense changes in lifestyle. That's what this brief test, developed by the Public Health Service, is all about. Its purpose is simply to tell you how well you are doing to stay healthy. The behaviors covered in the test are recommended for most Americans. Some of them may not apply to persons with certain diseases or handicaps, or to pregnant women. Such persons may require special instructions from their physicians.

Cigarette Smoking

	ALMOST ALWAYS	SOMETIMES	ALMOST NEVER
--	------------------	-----------	-----------------

If you never smoke enter a score of 10 for this section and go to the next section on Alcohol and Drugs.

- | | | | |
|------------------------------------------------------------------------------|---|---|---|
| 1. I avoid smoking cigarettes. | 2 | 1 | 0 |
| 2. I smoke only low tar and nicotine cigarettes or I smoke a pipe or cigars. | 2 | 1 | 0 |

Smoking Score: _____

Alcohol and Drugs

- | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| 1. I avoid drinking alcoholic beverages or I drink no more than 1 or 2 drinks a day. | 4 | 1 | 0 |
| 2. I avoid using alcohol or other drugs (especially illegal drugs) as a way of handling stressful situations or the problems in my life. | 2 | 1 | 0 |
| 3. I am careful not to drink alcohol when taking certain medicines (for example, medicine for sleeping, pain, colds, and allergies), or when pregnant. | 2 | 1 | 0 |
| 4. I read and follow the label directions when using prescribed and over-the-counter drugs. | 2 | 1 | 0 |

Alcohol and Drugs Score: _____

Eating Habits

- | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| 1. I eat a variety of foods each day, such as fruit and vegetables, whole grain breads and cereals, lean meats, dairy products, dry peas and beans, and nuts and seeds. | 4 | 1 | 0 |
| 2. I limit the amount of fat, saturated fat, and cholesterol I eat (including fat on meats, eggs, butter, cream, shortenings, and organ meats such as liver). | 2 | 1 | 0 |
| 3. I limit the amount of salt I eat by cooking with only small amounts, not adding salt at the table, and avoiding salty snacks. | 2 | 1 | 0 |
| 4. I avoid eating too much sugar (especially frequent snacks of sticky candy or soft drinks). | 2 | 1 | 0 |

Eating Habits Score: _____

Exercise/Fitness

- | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| 1. I maintain a desired weight, avoiding overweight and underweight. | 3 | 1 | 0 |
| 2. I do vigorous exercises for 15-30 minutes at least 3 times a week (examples include running, swimming, brisk walking). | 3 | 1 | 0 |
| 3. I do exercises that enhance my muscle tone for 15-30 minutes at least 3 times a week (examples include yoga and calisthenics) | 2 | 1 | 0 |
| 4. I use part of my leisure time participating in individual, family, or team activities that increase my level of fitness (such as gardening, bowling, golf, and baseball). | 2 | 1 | 0 |

Exercise/Fitness Score: _____

Stress Control

- | | | | |
|---------------------------------------------------------------------------------------------------------------------------|---|---|---|
| 1. I have a job or do other work that I enjoy. | 2 | 1 | 0 |
| 2. I find it easy to relax and express my feelings freely. | 2 | 1 | 0 |
| 3. I recognize early, and prepare for, events or situations likely to be stressful for me. | 2 | 1 | 0 |
| 4. I have close friends, relatives, or others whom I can talk to about personal matters and call on for help when needed. | 2 | 1 | 0 |
| 5. I participate in group activities (such as church and community organizations) or hobbies that I enjoy. | 2 | 1 | 0 |

Stress Control Score: _____

SAFETY	ALMOST ALWAYS	SOMETIMES	ALMOST NEVER
1. I wear a seat belt while riding in a car.	2	1	0
2. I avoid driving while under the influence of alcohol and other drugs.	2	1	0
3. I obey traffic rules and the speed limit when driving.	2	1	0
4. I am careful when using potentially harmful products or substances (such as household cleaners, poisons, and electrical devices).	2	1	0
5. I avoid smoking in bed.	2	1	0

Safety Score: _____

WHAT YOUR SCORES MEAN TO YOU

Scores of 9 and 10

Excellent! Your answers show that you are aware of the importance of this area to your health. More important, you are putting your knowledge to work for you by practicing good health habits. As long as you continue to do so, this area should not pose a serious health risk. It's likely that you are setting an example for your family and friends to follow. Since you got a very high test score on this part of the test, you may want to consider other areas where your scores indicate room for improvement.

Scores of 6 to 8

Your health practices in this area are good, but there is room for improvement. Look again at the items you answered with a "Sometimes" or "Almost Never". What changes can you make to improve your score? Even a small change can often help you achieve better health.

Scores of 3 to 5

Your health risks are showing! Would you like more information about the risks you are facing and about why it is important for you to change these behaviors? Perhaps you need help in deciding how to successfully make the changes you desire. In either case, help is available.

Scores of 0 to 2

Obviously, you were concerned enough about your health to take the test, but your answers show that you may be taking serious and unnecessary risks with your health. Perhaps you are not aware of the risks and what to do about them. You can easily get the information and help you need to improve, if you wish. The next step is up to you.

YOU CAN START RIGHT NOW

In the test you just completed were numerous suggestions to help you reduce your risk of disease and premature death. Here are some of the most significant:

AVOID CIGARETTES.

Cigarette smoking is the single most important preventable cause of illness and early death. It is especially risky for pregnant women and their unborn babies. Persons who stop smoking reduce their risk of getting heart disease and cancer. So if you're a cigarette smoker, think twice about lighting that next cigarette.

If you choose to continue smoking, try decreasing the number of cigarettes you smoke and switching to a low tar and nicotine brand.

FOLLOW SENSIBLE DRINKING HABITS.

Alcohol produces changes in mood and behavior. Most people who drink are able to control their intake of alcohol and to avoid undesired, and often harmful, effects. Heavy, regular use of alcohol can lead to cirrhosis of the liver, a leading cause of death. Also, statistics clearly show that mixing drinking and driving is often the cause of fatal or crippling accidents. So if you drink, do it wisely and in moderation. Use care in taking drugs. Today's greater use of drugs - both legal and illegal - is one of our most serious health risks. Even some drugs prescribed by your doctor can be dangerous if taken when drinking alcohol or before driving. Excessive or continued use of tranquilizers (or "pep pills") can cause physical and mental problems. Using or experimenting with illicit drugs such as marijuana, heroin, cocaine, and PCP may lead to a number of damaging effects or even death.

EAT SENSIBLY.

Overweight individuals are at greater risk for diabetes, gall bladder disease, and high blood pressure. So it makes good sense to maintain proper weight. But good eating habits also mean holding down the amount of fat (especially saturated fat), cholesterol, sugar and salt in your diet. If you must snack, try nibbling on fresh fruits and vegetables. You'll feel better - and look better, too.

EXERCISE REGULARLY.

Almost everyone can benefit from exercise - and there's some form of exercise almost everyone can do. (If you have any doubt, check first with your doctor). Usually, as little as 15-30 minutes of vigorous exercise three times a week will help you have a healthier heart, eliminate excess weight, tone up sagging muscles, and sleep better. Think how much difference all these improvements could make in the way you feel.

LEARN TO HANDLE STRESS.

Stress is a normal part of living; everyone faces it to some degree. The causes of stress can be good or bad, desirable or undesirable (such as a promotion on the job or the loss of a spouse). Properly handled, stress need not be a problem. But unhealthy responses to stress - such as driving too fast or erratically, drinking too much, or prolonged anger or grief - can cause a variety of physical and mental problems. Even on a very busy day, find a few minutes to slow down and relax. Talking over a problem with someone you trust can often help you find a satisfactory solution. Learn to distinguish between things that are "worth fighting about" and things that are less important.

BE SAFETY CONSCIOUS.

Think "safety first" at home, at work, at school, at play, and on the highway. Buckle seat belts and obey traffic rules. Keep poisons and weapons out of the reach of children, and keep emergency numbers by your telephone. When the unexpected happens, you'll be prepared.

WHERE DO YOU GO FROM HERE;

Start by asking yourself a few frank questions: Am I really doing all I can to be as healthy as possible? What steps can I take to feel better? Am I willing to begin now? If you scored low in one or more sections of the test, decide what changes you want to make for improvement. You might pick that aspect of your lifestyle where you feel you have the best chance for success and tackle that one first. Once you have improved your score there, go on to other areas.

If you already have tried to change your health habits (to stop smoking or exercise regularly, for example), don't be discouraged if you haven't yet succeeded. The difficulty you have encountered may be due to influences you've never really thought about - such as advertising - or to a lack of support and encouragement. Understanding these influences is an important step towards changing the way they affect you.

There's Help Available. In addition to personal actions you can take on your own, there are community programs and groups (such as the YMCA or the local chapter of the American Heart Association) that can assist you and your family to make the changes you want to make. If you want to know more about these groups or about health risks, contact your local health department. There's a lot you can do to stay healthy or to improve your health - and there are organizations that can help you. Start a new HEALTH STYLE today!

HURON-CLINTON METROPOLITAN AUTHORITY

APPENDIX 4

CLASSIFICATION AND PAY PLAN									
<u>LEVEL 6</u>		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F		
GRAPHIC ARTIST - ENTRY NATURALIST - ENTRY FARM INTERPRETER - ENTRY	1996	33,862	34,507	35,235	35,922	36,650		ANL	
		1302.40	1327.20	1355.20	1381.60	1409.60		BI-	
	1997	34,882	35,547	36,296	27,003	37,752		ANL	
		1341.60	1367.20	1396.00	1423.20	1452.00		BI-	
	1998	35,922	36,608	37,378	38,106	38,875		ANL	
		1381.60	1408.00	1437.60	1465.60	1495.20		BI-	
	1999	37,357	38,064	38,875	39,624	40,435		ANL	
		1436.80	1464.00	1495.20	1524.00	1555.20		BI-	
	<u>LEVEL 8</u> CIVIL ENGINEER - ENTRY PLANNER - ENTRY ACCOUNTANT INTERNAL AUDITOR GRAPHIC ARTIST NATURALIST FARM INTERPRETER	1996	40,269	41,122	41,933	42,744	43,618		ANL
			1548.80	1581.60	1612.80	1644.00	1677.60		BI-
		1997	41,475	42,349	43,181	44,034	44,928		ANL
			1595.20	1628.80	1660.80	1693.60	1728.00		BI-
1998		42,723	43,618	44,470	45,365	46,280		ANL	
		1643.20	1677.60	1710.40	1744.80	1780.00		BI-	
1999		44,429	45,365	46,259	47,174	48,131		ANL	
		1708.80	1744.80	1779.20	1814.40	1851.20		BI-	

(Rates become effective the closest pay period to January 1 of each year.)

HURON-CLINTON METROPOLITAN AUTHORITY

CLASSIFICATION AND PAY PLAN								
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	
<u>LEVEL 9</u> [NATURALIST] [GRAPHIC ARTIST]	1996	43,519	44,389	45,277	46,182	47,125		ANL
		1673.79	1707.26	1741.41	1776.24	1812.50		BI-
	1997	44,824	45,720	46,635	47,568	48,539		ANL
		1724.00	1758.48	1793.65	1829.53	1866.88		BI-
	1998	46,169	47,092	48,034	48,995	49,995		ANL
		1775.72	1811.23	1847.46	1884.42	1922.89		BI-
	1999	48,016	48,976	49,955	50,955	51,995		ANL
		1846.75	1883.68	1921.36	1959.80	1999.81		BI-
<u>LEVEL 10</u> CIVIL ENGINEER PLANNER	1996	46,742	47,677	48,631	49,604	50,595	51,607	ANL
		1797.78	1833.73	1870.42	1907.84	1945.97	1984.88	BI-
	1997	48,144	49,107	50,090	51,092	52,113	53,155	ANL
		1851.71	1888.74	1926.53	1965.08	2004.35	2044.43	BI-
	1998	49,589	50,580	51,593	52,625	53,676	54,750	ANL
		1907.26	1945.40	1984.33	2024.03	2064.48	2105.76	BI-
	1999	51,572	52,604	53,656	54,730	55,824	56,940	ANL
		1983.55	2023.22	2063.70	2104.99	2147.06	2189.99	BI-

(Rates become effective the closest pay period to January 1 of each year.)

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