

1996-1999 AGREEMENT

Between

HURON-CLINTON METROPOLITAN AUTHORITY

And The

POLICE OFFICERS ASSOCIATION OF MICHIGAN



Huron-Clinton Metropolitan Authority

HURON-CLINTON METROPOLITAN AUTHORITY

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AGREEMENT

This Agreement is made by and between the HURON-CLINTON METROPOLITAN AUTHORITY (hereinafter referred to as "Authority" or "Employer") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, POAM (hereinafter referred to as "Union" or "POAM").

ARTICLE I
RECOGNITION

1.1: Pursuant to and in accordance with all applicable provisions of Act 379 of 1965, as amended, the Authority recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for all 80-80 (Full-Time) Park Rangers, 40-80 (Part-Time) Park Rangers, Corporals and Sergeants; but excluding Chief Park Rangers and seasonal employees.

ARTICLE II
NON-DISCRIMINATION

2.1: The Employer and the Union agree to continue their policy of not discriminating against any employee on the basis of race, creed, color, sex, national origin, political or Union affiliation.

ARTICLE III
MANAGEMENT RIGHTS

3.1: 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.

therewith, that may arise by reasons of the Authority's compliance with the provisions of this Article 4 of this Agreement.

ARTICLE V
DUES DEDUCTIONS AND SERVICE FEES

5.1: 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 an "Authorization for Check-Off" form, as detailed in Appendix A.

5.2: Employees may request, on a prescribed form, the authorization for payroll deductions for the purpose of paying Union dues or service fees. The Authority is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments, and shall not honor any requests of this nature other than for uniform dues and uniform assessments.

5.3: 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 last payday on which a deduction is to be made.

5.4: The Authority shall deduct dues bi-weekly. These deductions shall be remitted monthly to the designated financial officer of the POAM along with a list of those persons from whom deductions were made, and indicating the hours worked for each individual. A copy of the above list shall also be sent to the local Union Secretary.

5.5: The Union shall indemnify and save the Authority harmless against any claims, demands, suits, damages, judgments, and other forms of liability, and legal or other expenses in connection therewith, that may arise by reasons of the Authority's compliance with the provisions of this Article 5 of this Agreement.

ARTICLE VI
REPRESENTATION

6.1: 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.

6.2: The Steward shall represent the employees and shall be authorized to resolve grievances and other employee matters on

resolve the grievance informally. If the employee wishes to have the Steward present, he shall so advise the supervisor, and the supervisor will arrange for the Steward's presence.

STEP II - Written - Park Superintendent

If the grievance is not resolved at Step I, it shall be put in writing, signed by the employee and the Union, and presented by the Steward to the Park Superintendent. This must be done within fourteen (14) calendar 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 fourteen (14) calendar days after receipt of the written grievance.

STEP III - Personnel Administrator

If the grievance still remains unadjusted, it shall be presented by the Local Union President to the personnel administrator in writing within fourteen (14) calendar 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 Local Union President and the Steward (or other designated representative) from the Park in question within fourteen (14) calendar days after receipt of the grievance, and shall give a final written answer to the Local Union President and Steward within fourteen (14) calendar days after the meeting.

STEP IV - "Notice of Intent"

Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing by issuing, within fourteen (14) calendar days from the receipt of a final written answer at Step 3, a "Notice of Intent" to arbitrate.

STEP V - Notice of Arbitration

Any party requesting arbitration must submit a written demand for arbitration to the Detroit office of the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS) and mail a copy thereof to the other party within thirty (30) calendar days from the date of issuance of the notice to arbitrate.

STEP VI - Submission Agreement

Any grievance, before being submitted for arbitration by either party to this Agreement, subject to the conditions

shall receive pay at a straight time rate for the prompt handling of said grievance.

The Staff of POAM may be present at any step of grievance procedure.

ARTICLE VIII
SPECIAL CONFERENCES

8.1: Special conferences for mutually agreed upon important matters will be arranged between the Steward and Park Superintendent. Such meeting shall be between at least two (2) representatives of the Union and at least two (2) representatives of the Park involved.

8.2: Arrangements for such conferences shall be made in advance, and an Agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in said conferences shall only be those included in the Agenda. Changes in the normal pattern of scheduling may be the subject of said conferences.

8.3: The members of the local Union shall not lose time nor pay for time spent in such conferences.

8.4: If the above-mentioned procedure does not resolve the issues involved in the Agenda, a special conference shall be requested by the Local Union President with the Assistant Director of the Authority.

ARTICLE IX
DISCIPLINARY PROCEDURE - CRIMINAL

9.1: Whenever any written complaint or charge shall be brought by the Authority against an employee subject to this Agreement, wherein if the fact alleged be true, such employee would be guilty of a violation of criminal law, the following procedure shall be utilized:

- A. The employee named in such written complaint shall be advised of the nature of such offense in sufficient detail to enable such employee to answer such allegations if such employee should elect to do so.
- B. The employee shall be advised of his right to remain silent, and that should he give up such right, anything he says, or has said, may be used against him.

- D. Sick Leave Bonuses;
- E. Annual Leave;
- F. Sick Leave;
- G. Optical Insurance;
- H. Dental Insurance;
- I. Long-Term Disability;
- J. Hospitalization;
- K. Life Insurance;
- L. Bereavement/Funeral Leave;
- M. Maternity Leave;
- N. Military Leave;
- O. Pension-Retirement;
- P. Jury Duty.

Authority Seniority shall continue to accrue during all types of leave, except for "Leaves of Absence Without Pay" for thirty (30) consecutive calendar days or more, which shall cause this Authority Seniority date to be adjusted for an equivalent amount of time.

Leaves of Absence Without Pay for periods of less than thirty (30) consecutive calendar days shall not cause the Authority Seniority date to be adjusted.

10.2: Bargaining Unit Seniority.

- A. An 80-80 (full-time) employee's seniority shall date from his most recent starting date of 80-80 (full-time) employment within the bargaining unit.
- B. A 40-80 (part-time) employee's seniority shall date from his most recent starting date of 40-80 (part-time) employment, or 80-80 (full-time) employment, within the bargaining unit.
- C. In addition to the above, bargaining unit seniority shall be used to determine eligibility for the following:
 - 1. Union Deductions;

10.6: Seniority Bonus. 80-80 (full-time) employees having over five (5) years of continuous 80-80 full-time seniority as of December 31st of that year will be eligible for a Seniority Bonus of Annual Leave days, in addition to regular Annual Leave, 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

10.7: Seniority Option.

- A. In November, each eligible employee shall have the option either to:
 - 1. Add the seniority bonus leave days to his accumulated leave time on January 1st of the next year, or
 - 2. To be paid at his regular straight time daily rate (as of November 1st) for such leave time, or
 - 3. To receive any combination of 1 and 2 above totaling the earned bonus.
- B. This option will be indicated on the time sheet or hourly breakdown sheet for the first payroll in November. If payment is elected, the seniority bonus will be paid on the last payroll of each November.
- C. When the option is to add to accumulated leave time, the provisions of Annual Leave-taking will apply.
- D. Partial months will be figured as in the case of Annual Leave.
- E. Employees terminating their employment prior to retirement or death shall not be eligible to receive a Seniority Bonus in the year they terminate.
- F. In the case of retirement or death, payment will be made on a prorated basis as so many 12ths of the Annual Bonus.
- G. If an employee dies, payment will be made to the estate.

than six (6) months until said layoff period has passed.

12.3: 80-80 (Full-Time) Employees.

- A. The least senior employee in the affected classification at the particular Park will be laid off first.
- B. Such employees wishing to exercise their seniority to remain working must be fully qualified and capable of performing the remaining work, and must displace the least senior 80-80 (full-time) employee in his own classification or in any lower-rated classification at the particular Park.
- C. Bumping. Such affected employee may also displace any less senior 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.
- D. Such employee may also displace any 40-80 (part-time) employee with a reduction in benefits. All fringes shall be continued for a period of four (4) months to begin from the date of layoff and thereafter reduced to 40-80 (part-time) employee fringe benefits. 80-80 (full-time) employees who displace a 40-80 (part-time) employee will have first preference on all 40-80 hours of work.
- E. If such employee does not have sufficient seniority, or does not elect to exercise any of the foregoing options, he will be laid off.

12.4: 40-80 (Part-Time) Employees.

- A. The least senior employee in the affected classification at the particular Park will be laid off first.
- B. Such employee wishing to exercise his seniority to remain working must be fully qualified and capable of performing the remaining work and must displace the least senior 40-80 (part-time) employee in his own classification or in any lower-rated classification at the particular Park.
- C. Such affected employee may also displace any less senior employee in his own classification or in any lower-rated classification at another Park. In

ARTICLE XIII
PROMOTIONS

13.1: Promotions to Corporal and Sergeant. It is agreed that promotions to corporal and sergeant (for 80-80 (full-time) Rangers only) will be made on the basis of competitive examinations which shall be fair and equitable, with consideration of time and experience and ability to do the work.

ARTICLE XIV
PAY PLAN

14.1: Applicability. The within-level increase shall apply to all 80-80 (full-time) and 40-80 (part-time) positions. The requirements for within-level increases are as follows:

- A. He must have served the required waiting period for advancement to the next higher step.
- B. His level of competence must have been determined to be acceptable by his Park Superintendent.
- C. When a person is off work due to an on-the-job injury, and is, in fact, receiving workers' compensation benefits, the time off will be considered time worked in consideration of meeting within-level increases.

14.2: Employees will progress from one step to the next in their pay level annually subject to Section 14.3.

14.3: Determination. The Park Superintendent, in determining whether an employee's work is of an acceptable level of competence, shall base his determination on the essential requirement of the employee's position and shall award a within-level increase when his work performance clearly meets those standards; recognizing that for an increase, work performance must be of sufficient level to merit a pay increase and not just adequate for retention of the job.

The determination shall be based on the employee's work performance during the waiting period and shall be recorded on the performance rating form annually.

	<u>STEP A</u> <u>START</u>	<u>STEP B</u> <u>1 YEAR</u>	<u>STEP C</u> <u>2 YEARS</u>	<u>STEP D</u> <u>3 YEARS</u>	<u>STEP E</u> <u>4 YEARS</u>
FULL TIME SERGEANTS SCALE - LEVEL 4					
1/1/96					
Annual	\$41,991.04	\$42,740.88	\$43,554.99	\$44,304.83	\$45,140.37
Bi-weekly	1,614.40	1,644.00	1,675.20	1,704.00	1,736.00
Hourly	20.18	20.55	20.94	21.30	21.70
1/1/97					
Annual	43,243.00	44,034.00	44,866.00	45,635.00	46,488.00
Bi-weekly	1,663.20	1,693.60	1,725.60	1,755.20	1,788.00
Hourly	20.79	21.17	21.57	21.94	22.35
1/1/98					
Annual	44,533.00	45,365.00	46,218.00	47,008.00	47,882.00
Bi-weekly	1,712.80	1,744.80	1,777.60	1,808.00	1,841.60
Hourly	21.41	21.81	22.22	22.60	23.02
1/1/99					
Annual	46,322.00	47,174.00	48,069.00	48,880.00	49,795.00
Bi-weekly	1,781.60	1,814.40	1,848.80	1,880.00	1,915.20
Hourly	22.27	22.68	23.11	23.50	23.94
	<u>Start</u>	<u>2,080</u> <u>hours</u>	<u>4,160</u> <u>hours</u>	<u>6,240</u> <u>hours</u>	<u>8,320</u> <u>hours</u>

40-80 PART TIME - LEVEL 1

1/1/96					
Hourly	11.91	13.49	15.07	16.69	18.25
1/1/97					
Hourly	12.27	13.89	15.52	17.19	18.80
1/1/98					
Hourly	12.64	14.31	15.99	17.71	19.36
1/1/99					
Hourly	13.15	14.88	16.63	18.42	20.13

14.5: All January 1 pay raises will be effective the closest pay period to January 1 of each year.

14.6: When selected for an 80-80 position, a 40-80 shall be placed on the 80-80 pay schedule considering time worked as a 40-80 on an hour-for-hour basis.

three (3) hours pay for reporting; but may be utilized during these hours for any work in his classification.

16.6: Whenever an off-duty employee takes action within the Park and within the line of duty, said employee shall be paid in accordance with the overtime procedure in this article.

Said action shall be subject to review and approval by the employee's supervisor.

16.7: Equal Distribution of Overtime. A rotating list shall be maintained to provide an approximate equal opportunity in the distribution of overtime. Seniority in various Parks shall prevail in the distribution of overtime; the senior employee in the Park will be first called, and the next senior employee in like manner, until sufficient manpower is available. In the event sufficient manpower cannot be assembled after the last senior officer is called, then the officers will be called in reverse order and must report for emergency duty until the proper number is assembled.

ARTICLE XVII
COMPENSATORY TIME

17.1: Compensatory time may be allowed when additional time over forty (40) hours per week is ordered in advance by an employee's supervisor.

17.2: The rate for compensatory time shall be one and one-half (1-1/2) times one (1) hour of overtime work.

17.3: Conditions.

- A. Compensatory time may be accumulated in an amount not to exceed fifteen (15) working days, or 120 hours.
- B. In cases of extended illness, use of compensatory time may be used after all accumulated sick and annual leave days have been used.
- C. Compensatory time shall be taken at a time approved by the employee's supervisor.
- D. Compensatory time earned and accumulated in any payroll year shall be used by the first pay period ending after May 1 of the following year. A separate record of accumulated compensatory time will be kept for each payroll year. Compensatory time earned and accumulated prior to the first pay period ending after May 1 shall apply to the accumulated compensatory time for that payroll year

- 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 but less than 25 . . . 8%
- E. Over 25 years 10%

Maximum bonus - Limited to the percentage applied to \$18,000 of Annual Pay.

20.2: 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 (1) month.

Absence with official permission will not interrupt total service, but will not be counted in figuring such service.

20.3: The Longevity Bonus will be paid on the last payroll of each November and will be based on years of service through December 31st of that year.

20.4: A. The individual pay rate on November 1st will be the basis for computing the annual wage - 2,080 hours or 52 weeks.

B. The payment of overtime or any other fringe benefit will not be used in such computation.

20.5: For partial periods in the year his or her employment terminates, the months of bonus payments will be computed as so many twelfths (12ths) of the annual bonus.

A. Partial months will be figured as in the case of Annual Leave.

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 (1/12th) rule per month of service during that calendar year shall apply.

D. Employees terminating their employment prior to retirement or death shall not be eligible to receive a prorated amount of the Longevity Bonus in the year they terminate their employment.

- 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.

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

ARTICLE XXIII
ANNUAL LEAVE

- 23.1:
 - A. All 80-80 (full-time) employees shall be entitled to earned Annual Leave with pay of four (4) hours computed at straight time for each completed eighty (80) hour pay period up to an annual maximum of one hundred four (104) hours per calendar year.
 - B. Annual Leave, although earned, shall be allowed only after an employee has completed six (6) months service; no leave time being allowed if the employee is terminated prior to six (6) months of service.
 - C. Annual Leave shall not accrue during leaves of absence without pay or when an employee is on long-term disability.

23.2: Annual Leave may be accumulated in an amount not to exceed thirty-six (36) work days at December 31st of any year.

23.3: 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 (1) or two (2) days of leave time, although not prohibited, does not have the desired effect. Thus, supervisors will schedule the leave taking to include one (1) period of at least five (5) consecutive days as part of each employee's leave taking each calendar year.

- A. No employee shall take annual leave time without submitting form #114, "Application for Leave", prior to the beginning of the leave to their immediate supervisor.
- B. Official leave days are work days; holidays falling within a period of Annual Leave shall not be counted as a leave day.

- D. Annual Leave and Compensatory Leave time will not be authorized to cover sick leave or any absence listed in Article 24.4, except where authorized after all sick leave has been used in cases of extended sickness.

24.3: Sick Leave Accumulation. Sick leave may be accumulated by any 80-80 (full-time) employee without limit for illness purposes only.

24.4: 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 Veteran's Administration, Draft Board, or any branch of the Armed Forces.
- D. Due to illness of a member of an employee's immediate family who requires the employee's personal care and attention not exceeding forty (40) sick leave hours in any one calendar year. The term "immediate family" as used in this section shall mean spouse, parent, grandparent, child, brother or sister of the employee. It shall also include any member of the employee's household.

24.5: 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 Workers' Compensation Act. Permanent employees are eligible for certain sick leave payments as supplements to compensation payments.

24.6: Sick Leave Bonus. To encourage 80-80 (full-time) employees to accumulate and to award injury-free performance 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 forty-eight (48) hours of sick leave earned that year were taken, and there are at least fifty-six (56) unused hours.

24.10: Transfer of Sick Leave. When an employee requests to transfer his Sick Leave to an employee that has exhausted all Sick, Annual, and Compensatory Leave, such transfer of leave shall be subject to the conditions listed below:

- A. Said employee receiving said Sick Leave shall have exhausted all Sick, Annual, and Compensatory Leave.
- B. The circumstances are such that it is likely that the employee will return to duty.
- C. The employee receiving said Sick Leave is an 80-80 (full-time) employee.
- D. Sick Leave shall not be transferred to an employee known to be considering retirement or resignation, or against whom disciplinary action is pending.
- E. No employee who has been warned in writing of possible abuse of Sick Leave within the past twelve (12) months shall be eligible to receive a transfer of Sick Leave.
- F. Sick leave days transferred shall be treated as if they were used by the employee for purpose for bonus computation.

ARTICLE XXV
ADMINISTRATIVE LEAVE

25.1: Administrative leave may be used by 80-80 (full-time) employees to attend meetings, seminars, workshops and conferences.

25.2: 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 XXVI
JURY DUTY LEAVE

26.1: Eligibility. Any full-time (80-80) 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.

26.2: 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

on unpaid leave in excess of one month. Seniority shall accrue or not accrue in accordance with Article X. 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 in writing prior to the commencement of the leave. If not agreed the employee will be given the next available vacancy of like classification, pay and seniority.

28.3: Military Leave. The re-employment rights of employees and probationary employees who are veterans will be limited to applicable laws and regulations.

28.4: Military Training - Reserves.

- A. Eligibility. Any 80-80 (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 (1) fiscal year, when called for training with said reserve component, with prior approval of the Director.
- B. 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.
- C. Upon return from such military duty, the employee shall furnish official proof of pay received during his tour of duty.

28.5: Pregnancy Disability. Leaves for pregnancy will be given in accordance with applicable state and federal laws. Child care leaves may be granted to an employee who requests it, in accordance with unpaid leaves of this article.

ARTICLE XXIX
HOSPITALIZATION

29.1: 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.

29.2: The Authority agrees, subject to Section 29.4, to pay premiums for hospital/medical coverage for eligible classified employees and dependents equivalent to Option 1 below. Employees covered by this Agreement shall also be allowed to elect an

29.4: 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.

29.5: 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 October 10, 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 Personnel Office (See Appendix B).
- C. The health assessment shall be voluntary for spouses of employees hired prior to October 10, 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.

29.6: 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

31.3: Supplemental Coverage. In addition to the aforementioned Group Life Insurance, the Authority will provide supplemental group Life Insurance coverage for active 80/80 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.

31.4: Amounts of insurance coverage in force will be reviewed each October 1st and adjusted in accordance with the above limits. Maximum amount of insurance is \$150,000.00.

31.5: Benefits cover employees on and off the job.

31.6: The Authority will assume the full cost of premium both before and after retirement.

31.7: 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 XXXII
LONG-TERM DISABILITY

32.1: All 80-80 (full-time) employees are eligible for this insurance if they are employed for a period of at least 1,040 straight time hours.

32.2: 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.

32.3: Accidents Covered. An employee is covered on and off the job.

32.4: Benefit Payment. Monthly benefit will be A minus B, below:

- A. Seventy (70%) percent (effective April 1, 1997, the 70% benefit will be changed to 66-2/3%) of an employee's monthly earnings at the date of disability, subject to a maximum benefit of \$1,500.00 per month, (effective April 1, 1997, the maximum benefit will be increased to \$5,000.00)

<u>AGE AT DATE BENEFIT COMMENCES</u>	<u>DURATION OF BENEFITS (NUMBER MONTHLY BENEFITS)</u>
61 or younger	To age 64
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	Lesser of 15 months or age 70
69	To age 70

- C. The date failure to furnish proof of continued total disability or failure to submit to an examination by the Authority's life insurance medical advisors.
- D. The date employee is not under continuing medical supervision and treatment is considered satisfactory by the Authority's life insurance company.
- E. The date employee is not working in a rehabilitative employment considered appropriate by the Authority's life insurance company.
- F. Date of death.
- G. Authority Retirement.

32.8: 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's life insurance company.
- B. A disability caused by self-inflicted injuries or illnesses.

32.9: The Authority will assume the full cost of the premiums for the insurance.

ARTICLE XXXIII
OPTICAL INSURANCE

33.1: 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.

35.3: An employee who is temporarily disabled as a result of an assault and/or battery sustained directly in the performance of work for the Authority, without provocation by said employee, may be granted disability leave with full pay from the first day of disability without charge to accrued annual compensation or sick leave subject to these provisions:

- A. The Director shall designate a physician for determination and certification of temporary disability cases and physical abilities to return to normal or restricted duty.
- B. The eligibility for disability leave considering the job relationship of the injury and/or provocation by the employee shall be determined by the review board appointed by the Director.
- C. The injury must be classified as a temporary-total disability as provided under the Workers' Compensation Law of the State of Michigan.
- D. An employee who is restricted from regular employment duties may be given other duties for the period of recuperation. Refusal to accept reasonable assignment of work as directed by the Park Superintendent or Chief Park Ranger will result in the employee's being ruled ineligible for disability leave for the time involved.
- E. Grants of disability leave are contingent upon the employee's reimbursing the Authority all Workers' Compensation checks for the period of disability (i.e., the Authority shall pay only the difference between the employee's regular full pay and the amount of money received under the Workers' Compensation Law of the State of Michigan).
- F. Accrual of sick leave shall be suspended when an employee is on disability leave.
- G. Grants of disability leave shall not exceed 120 work days.

ARTICLE XXXVI
RETIREMENT - PENSION PLAN

36.1: 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

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

- B. Group Life Insurance. Effective with those retiring on or after January 1, 1970 the Basic 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 classified employees.
- D. Dental Insurance. Employees, and eligible dependents, retiring after January 1, 1970 are covered by this insurance on the same basis as classified employees.

37.3: Group benefits for retirees of employees hired after October 10, 1991:

A. Hospitalization

- 1. Retirees with 25 years continuous, full-time, classified 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 classified 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 classified 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 classified employees, or when eligible, as a supplement to the Federal Government's Medicare Program. To be eligible for benefits, retirees prior to age 65 shall, on a quarterly basis, reimburse the Authority the amount equivalent to the cost of Medicare Part B.

38.1: Surviving Dependents of Retiree.

- A. Hospitalization coverage will be provided for spouse and eligible dependents of retirees expiring after January 1, 1977.
- B. Dental insurance and optical insurance coverage will be provided for the surviving spouse and eligible dependents for three (3) years following the death of retirees.

38.2: 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 employee.
- B. Dental insurance and optical insurance coverage will be provided for surviving spouse and eligible dependents for three (3) years following the death of the employee expiring after 1/1/83.

ARTICLE XXXIX
MISCELLANEOUS

39.1: Employees and immediate family members are encouraged to use all HCMA Park facilities during off hours. All employees and immediate family members may use 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.

39.2: Court Appearance. Officers who appear in court on Authority business during off-duty hours are compensated with a minimum of three (3) hours pay. Mileage for use of privately-owned vehicles is available, or if an employee is reporting to a work assignment farther from his home than it is to his work station, then only the difference in mileage will be paid per the approved rate.

39.3: 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 \$200.00.

39.4: Shift Schedules. Shift schedules will be posted at least three (3) weeks in advance. It is understood that shifts may be changed as required to meet emergency needs.

- B. The term "40-80 (Part-Time) Employee" means an employee who meets all of the foregoing requirements, except that he may be scheduled on a basis of less than eight (8) hours per day, or forty (40) hours per week.

NOTE: The first number will stand for winter classification, the second number will stand for the summer classification based on a two (2) week period; hence, forty (40) will be part-time or less in the winter, and eighty (80) will be full-time in the summer (40-80). For 80-80 employees, the first eighty (80) will stand for winter classification, and the second will stand for the summer.

39.10: Computation of Fringe Benefits. Whenever it is necessary to determine monthly pay for purposes of a fringe benefit, the monthly pay shall be determined by multiplying one hundred seventy-three and one-third ($173\frac{1}{3}$) times the employee's hourly compensation rate.

39.11: The Authority will provide all protection equipment required of the employer by the State of Michigan.

39.12: All Rangers and Ranger Aides shall receive identification cards designating the source and extent of their regulatory enforcement powers.

39.13: The Authority will provide a \$1,000,000.00 General Liability Insurance Policy or equivalent self-insurance program for employees in the bargaining unit, individually and collectively, within the scope of their duties as employees of the Authority.

39.14: The Authority shall provide suitable bulletin board space for Union use 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.

39.15: Employee personnel records will not be referred to for disciplinary actions after a period of three (3) years from the date of the record.

39.16: For the purpose of contract negotiations:

- A. Paid negotiation team members shall be limited to one (1) representative from the regulatory force from each of the five (5) parks (Metro Beach, Stony Creek, Kensington, Lower Huron, and Hudson Mills Metropark) and the Union President.

this schedule 40-80 Rangers shall be allowed to cross out the hours they work for another full-time employer and the travel time incidental to such employment; and no more than one weekend per month. They shall, however, be available for all summer holidays (Memorial, Independence and Labor Day) and for four (4) of the family holidays (Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day).

40.3: On the availability schedule 40-80 Rangers should also indicate preferred shifts.

40.4: No 0-80 Ranger shall be scheduled where a 40-80 Ranger has indicated a preferred shift in accordance with the four (4) week time limit. Section 39.4 provides 40-80 Rangers with three (3) weeks advance notice of their schedule. It is their responsibility to report any breach of this paragraph as soon as it is known to allow for rescheduling.

40.5: Once a 40-80 Ranger has submitted their availability schedule and the shift schedule has been posted in accordance with Section 39.4, Rangers are expected to make their assigned shifts. Failure to do so without an approved leave shall be considered Absence Without Leave. Mandatory overtime for another employer will be considered approved leave.

40.6: 40-80 Rangers will be given reasonable periods of time to cross out hours to take vacations.

ARTICLE XLI
RETURN OF EQUIPMENT

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

ARTICLE XLII
SPECIAL TRANSFER

42.1: Should an 80-80 Ranger become physically or mentally unfit for duty, the Employer shall attempt to assist such employee through training and educational experiences to become qualified for other HCMA occupations. Upon implementation of this clause, the annual maximum tuition reimbursement for such employees shall be increased to \$1500 per year for a maximum five year period. The Employer shall also attempt to provide on-the-job training opportunities. Should a vacancy occur and such ranger be the successful candidate, they shall be transferred without loss of pay. However, the employee's pay shall be frozen until the pay for the new position exceeds the employee's pay at time of transfer.

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 dependant care account up to \$5,000.00 limit.

ARTICLE XLV
COMPLETE AGREEMENT

45.1: 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 XLVI
SAVINGS CLAUSE

46.1: If any Article or Section of this Contract, or if any riders thereto, should be held invalid by operation of law, or by a tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XLVII
DURATION

47.1: This Agreement shall commence January 11, 1996 and shall continue in full force and in effect until midnight December 31, 1999, when it shall terminate. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than ninety (90) days prior to expiration.

LETTER OF UNDERSTANDING

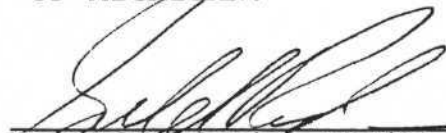
It is expressly agreed and understood that it is not the intent of HCMA to displace 80-80 or 40-80 personnel by the use of 0-80 Rangers. 0-80 (seasonal) Rangers are necessary to supplement 40-80 and 80-80 personnel during peak visitor periods. As such 0-80 Rangers will be used only during peak seasonal months as follows:

All Metroparks except Metro Beach Metropark
April 15 thru September 15 and October and
November

Metro Beach Metropark
April 15 through October 15


Advance notification shall be given should a change in facilities, activities, or other circumstance require a change in these periods.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN:



Gerald Radovic, Business Agent

HURON-CLINTON METROPOLITAN
AUTHORITY:

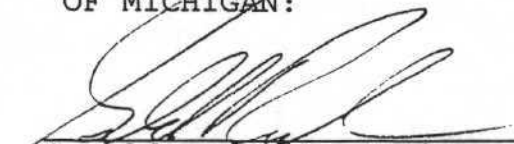


Gregory J. Almas
Personnel Officer

LETTER OF UNDERSTANDING

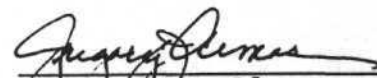
It is expressly agreed and understood between the Huron-Clinton Metropolitan Authority and the Police Officers Association of Michigan that the HMO Option 3 and HMO Healthwise Option 7 that were available in the January 1, 1993 through December 31, 1996 agreement will continue to be available until February 28, 1997. After that date, the above two options will no longer be available.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN:



Gerald Radovic, Business Agent

HURON-CLINTON METROPOLITAN
AUTHORITY:



Gregory J. Almas,
Personnel Officer

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.

APPENDIX C

HURON-CLINTON METROPOLITAN AUTHORITY
DRUG TESTING POLICYI. PURPOSE

The Huron-Clinton Metropolitan Authority (HCMA) and the Police Officers Association of Michigan (POAM) have established a drug program covering sworn members of the Ranger Department. The main focus of this program is to have employees with drug addiction volunteer for treatment and rehabilitation and provide all sworn rangers with notice of the provisions of the Department drug testing program.

II. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair on a Ranger's physical and mental health and, thus, job performance.

Where Rangers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees on December 1, 1991.

III. DEFINITIONS

- A. Ranger -- Those Rangers who have been formally vested with full law enforcement powers and authority.

2. No Ranger shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any Ranger who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the Ranger's health and safety.
4. Discipline of sworn Rangers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures and the collective bargaining agreement. When there is a refusal to participate, probable cause, or the Medical Review Officer determines that a Ranger's drug test was positive; the Ranger may be immediately relieved of duty pending a department investigation.

B. Applicant Drug Testing

1. Applicants for the position of sworn Ranger shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test; or
 - b. A confirmed positive drug test indicating drug use prohibited by this policy.

C. Probationary Ranger Drug Testing

All probationary recruit Rangers shall be required as a condition of employment to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief of Human Resources or his designee. They may be tested prior to completion of the probationary period.

D. Ranger Drug Testing

1. Sworn Rangers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

review in accordance with the collective bargaining agreement.

F. Rehabilitation Program

1. Under this program, any employee may volunteer to enter a drug education/rehabilitation program prior to the random test or prior to being notified that he/she will be tested. With regard to marijuana use, this program will require the individual to participate in an Authority approved/supervised drug education program as directed by the Authority, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in an Authority approved/supervised in-patient treatment facility, followed by participation in an Authority approved/supervised out-patient treatment program as directed by the Authority. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance may thereafter result in the employee's suspension and dismissal from the Authority. Furthermore, the failure to fully participate in and/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.
2. The drug education program and in-patient treatment referred to in this Section shall be paid for by the employee, subject to the Authority provided insurance program.
3. Employees will be allowed to use accrued sick leave benefits until such time as the Authority, based on medical evidence, determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. Successful completion of the prescribed treatment program and certification by a physician, designated by the Authority, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of medical records.

G. Drug Testing Procedures

action, should the original sample result in a legal dispute. The Ranger must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialled by the Ranger and laboratory technician; and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time.

The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

9. Only M.L.E.O.T.C. certified laboratories or laboratories mutually agreed to by HCMA and the POAM will be used for testing.

H. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
 - a. initial screening test
 - b. confirmation test
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and

were found. A copy of the letter will be placed in the Ranger's personnel file upon the Ranger's request.

8. Any Ranger who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

I. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

J. Drug Test Results

1. All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the Ranger's job duties.

K. Off-Duty Use of Marijuana

In accordance with department policy on off-duty use of marijuana, an employee undergoing a scheduled drug screen which tests positive for marijuana may be suspended without pay for a period of thirty (30) days, required to satisfactorily participate in a drug education program, and undergo periodic unannounced testing for a period of two (2) years. Any further use of any controlled substance, including marijuana, will thereafter result in dismissal. Further, the employee's failure to satisfactorily participate in the drug education program shall constitute grounds for discharge. This policy in no way limits the department's prerogative to appropriately discipline its members for conduct related to the use of marijuana.

LAST CHANCE AGREEMENT

Re: _____

Whereas, the above referenced individual was found guilty of violating the departmental drug policy on _____, and;

Whereas, the Huron-Clinton Metropolitan Authority (HCMA) will conditionally reinstate _____ to the position of _____, provided the Ranger is found by medical examination to be capable of performing all the duties of the classification as determined by the HCMA and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Ranger must sign a form releasing any and all information to management as may be requested.
2. Ranger must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
3. Ranger must pass a medical examination administered by a medical facility designated by the Chief of Human Resources prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Ranger may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Once authorized to return to duty, the Ranger must submit to a periodic urinalysis on a timetable as may be determined by the Chief of Human Resources.
6. Upon clearance by the medical facility designated by the Chief of Human Resources, _____ shall be returned to the Authority as a _____.
7. Once returned to duty, Ranger _____ will present himself to the Authority's employee assistance program for evaluation, and agree to, as well as follow any and all directives given him by the employees assistance program for a period of not more three (3) years. Ranger _____ agrees to sign appropriate forms releasing any and all information to the Authority as may be requested.

13. In the event the Ranger grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Authority.

DATED THIS _____ DAY OF _____, 199__

RANGER

CHIEF OF HUMAN RESOURCES

UNION REPRESENTATIVE