

6234

12/31/2003

2000-2003 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.

ARTICLE IV
AGENCY SHOP

4.1: The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

4.2: All present employees and those hired, rehired, reinstated or transferred as a condition of employment shall be required to become a member of the Union, or pay a service fee, after the expiration of thirty (30) days from the date of the commencement of their employment in the bargaining unit.

4.3: It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees and assessments, or shall pay a collective bargaining service fee equal to Union dues for cost of negotiating and administering this and succeeding Agreements; provided, however, that a monthly service fee, once set during the contract term, shall not change for the remainder of the contract term.

4.4: Any employee who has failed to either maintain membership or pay the requisite Agency Fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

- A. The Union has notified him by certified mail, addressed to his address last known to the Union, spelling out that he is delinquent and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the Authority for termination from employment as provided for herein; and
- B. The Union has furnished the Authority with written proof that the foregoing procedure has been followed, or has supplied the Authority with a written demand before that employee will be discharged for failure to conform to the provisions of this Article. The Union will provide to the Authority, in affidavit form, signed by the Union Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee, including, but not limited to, the cost of administering and negotiating this and succeeding Agreements.

4.5: 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 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 behalf of such employees in any step of the grievance procedures provided herein.

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

6.4: During overtime periods when three (3) or more employees are assigned, but in which a Steward is not working, the Park Steward, upon notification, shall designate one of the working employees as a temporary Steward. The name of the temporary Steward will be furnished in writing to the appropriate supervisor.

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

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

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

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

ARTICLE VII
GRIEVANCE AND ARBITRATION

7.1: A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement and filed by either an employee in, or by the local President of, the bargaining unit. All grievances shall be handled in the manner hereinafter specified.

STEP I - Verbal - Immediate Supervisor

Any employee having a grievance shall first take up the matter with his immediate supervisor in an attempt to resolve the grievance informally. If the employee wishes to have 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 herein provided for in said Agreement, shall first be reduced to a written "Submission Agreement" detailing the dispute of issue.

If the Authority and the Union cannot agree upon the "Submission Agreement", each party, at least fourteen (14) calendar days after receiving a "Notice of Intent" or initiating a "Notice of Intent", shall submit to the other a statement of the issues it considers in dispute, and the arbitrator shall determine, at or before the hearing, the issue or issues to be arbitrated; provided, however, that such issue or issues are arbitrable under the terms of this Agreement.

The arbitrator shall limit his review of the issue or issues strictly to the issue or issues as presented in each party's "Submission Agreement".

7.2: Rules of Arbitration. The arbitrator shall be selected, and the arbitration shall be conducted, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or Federal Mediation and Conciliation Service, as applicable, then in force. The decision of the arbitration shall be final and binding on the Authority, the Union, and any employee or employees involved. The Arbitrator shall not have the power to alter, amend, modify, add to, or subtract from any provisions of this Agreement. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Authority and the Union. Each party shall bear its own expenses for all other items, such as fees or expenses for attorneys or other representatives, witnesses, etc.

7.3: Grievances must be instituted and processed promptly. A grievance shall be barred, if a written grievance is not presented within the time limit specified in each step. Time limits may be extended by mutual agreement. Grievances not answered by the Authority within the specified time shall be moved to the next step.

7.4: Limit of Pay Award. Any back pay award made by the arbitrator shall be limited to the amount of wages that the employee would otherwise have earned, less any premium pay, overtime pay, unemployment compensation, or from Workers' Compensation. The Employer shall not be required to pay back wages more than fourteen (14) working days prior to the date a written grievance is filed.

7.5: Should a Steward be required to attend a grievance meeting at Step 2 or 3 during his scheduled working hours, or

should the Local Union President be required to attend a grievance meeting at Step 3 during his scheduled working hours, they shall do so without loss of pay. If the meeting is not during the scheduled working hours of the Steward or of the Local Union President, he 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.
- C. The employee shall be allowed the opportunity to obtain the advice of counsel before he is required to make any statement; provided, however, that any report normally required of such employee in the routine performance of his duties shall be filed as prescribed by the regulations of the Park.
- D. The employee shall not be required to give any statement against himself; and if said employee elects to refuse to give such statement, such refusal shall be in writing citing the basis of such refusal, if any.
- E. The Union further acknowledges that it understands that the results of any investigation into the conduct of an employee may be forwarded to an appropriate law enforcement agency, including a public prosecutor, and may become part of the employee's permanent employment record, which may be disseminated to other agencies with a need to know, or to inquiring employers, should said employee see fit to cite his employment with the Authority.

9.2: The Union acknowledges that the Authority may suspend an employee charged with a criminal offense without pay or may reassign such employee to non-sensitive duties within the Authority, no other portion of this Agreement notwithstanding, while said officer is under investigation; the Union further understands and agrees that reassignments may become suspension when, in the opinion of the Authority, the circumstances so warrant. If said employee is cleared of charges, he will be reinstated with back pay and benefits.

9.3: This Article is not intended to cover non-criminal disciplinary procedures.

ARTICLE X
SENIORITY

10.1: Authority Seniority is understood to mean an employee's most recent date of employment with the HCMA. Authority Seniority date shall be used to determine the eligibility for the following fringe benefits:

- A. Cost of Living Bonus;

- B. Longevity Bonus;
- C. Seniority Bonus;
- 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;
2. Layoffs and Recalls;
3. Overtime.

10.3: Job classification seniority, as used in this Agreement, shall mean the length of continuous time an employee has worked within a job classification, commencing with the employee's first full day of work within that classification and within the bargaining unit. Job classification seniority shall be used to determine layoffs and recalls.

10.4: The Authority will provide the Local Union President with a seniority list containing all bargaining unit employees.

There shall be separate seniority lists for 80-80 (full-time) employees and 40-80 (part-time) employees.

10.5: Loss of Seniority. An employee shall lose his/her seniority if:

- A. The employee resigns;
- B. The employee is terminated (unless reversed through the grievance or arbitration procedures);
- C. The employee retires;
- D. The employee has been laid off for a period of two (2) years or time equal to time in the bargaining unit up to a maximum of five (5) years, whichever is greater;
- E. The employee does not return from a layoff pursuant to Article XII, Section 5-D.
- F. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer.
- G. A settlement with the employee has been made for total disability.
- H. The employee converts to other than regular employment unless the employee has received a leave of absence approved by the Director or his designee.

- I. 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 reasonable control of the employee.

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.
- H. Employees on approved leave of absence shall receive a pro-rated benefit.

ARTICLE XI
PROBATIONARY PERIOD

- 11.1: All 80-80 (full-time) and 40-80 (part-time) employees shall serve a probationary period of 2,080 hours, during which time they will be termed "Probationary Employees".
- 11.2: Probationary employees' may be disciplined or terminated at any time by the Authority in its sole discretion, and neither the employee so disciplined or terminated nor the Union shall have recourse to the grievance procedure over such termination.
- 11.3: Upon completion of the probationary period, the employee's seniority will date back to his most recent date of hire, and his name shall be placed on the appropriate seniority list.

ARTICLE XII
LAYOFF AND RECALL

- 12.1: The Authority reserves the right to lay off for lack of work or funds or the occurrence of conditions beyond the control of the Authority, or where such continuation of work would be wasteful and unproductive, provided such actions do not conflict with the terms of this Agreement.
- 12.2: Layoffs.
- A. A layoff is the separation of an employee from the Authority for lack of work, lack of funds, or reasons other than acts of delinquencies of the employees.
 - B. Seniority rights shall prevail in cases of layoffs where the employees are qualified.
 - C. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The POAM and local Union secretary shall receive a list from the Authority

of the employees being laid off on the same date the notices are issued to the employee.

- D. No new employees shall be hired in any classification until all employees on layoff status in said classification have had an opportunity to return to work. In the event of a layoff of an 80-80 employee, there will be no increase in the 40-80 classification except on a temporary basis to fill in for absent employees (not laid off) for no more 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 such case, the employee will be transferred to the seniority list at the new Park.
- D. Notwithstanding their position on the 40-80 (part--time) seniority list, 80-80 (full-time) employees reduced to 40-80 (part-time) status shall, in the event of a layoff only, be the last 40-80 employees laid off.
- 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.
- F. Retained 40-80 (part-time) employees during a layoff period shall not work more than thirty-two (32) hours per week.

12.5: Recalls.

- A. A laid off employee, if recalled to a job similar in work content and identical or higher in rate to the job from which he was laid off, shall be required to take the recall, or forfeit seniority rights of the position laid off from.
- B. The order of recalling laid off employees shall be in the inverse order in which the employees are laid off, and shall be subject to the same conditions of layoff.
- C. Notices of recall shall be sent by certified or registered mail or telegram to the employee's last known address as shown on the employer's records, and it shall be the obligation of the employee to provide the employer with a current address and telephone number.
- D. A recalled employee shall give notice of his intent to return within fourteen (14) calendar days or his employment shall be terminated without recourse to this Agreement.

- E. When a laid off 80-80 Ranger is recalled, and under Act 203, PA of 1965, as amended, is no longer qualified by reason of time limitations prescribed for not being actively employed by a law enforcement agency, the Authority will be responsible for sending said Ranger to an approved academy for re-training.

12.6: Should there be a reduction in work force at a park administrative unit for lack of work, lack of funds, or reasons other than delinquencies of employees, affected employees shall be allowed to displace less senior employees in accord with the bumping provisions of this Article. The Employer's right to transfer for just cause discipline is expressly affirmed and is not limited by this clause.

ARTICLE XIII
JOB VACANCIES

13.1: Posting. 80-80 Park Rangers, Corporal, or Sergeant vacancies which are to be filled, shall be posted at each park for a period of 14 calendar days.

13.2: Selection.

- A. The Employer retains the right to appoint 80-80 Park Rangers at its full discretion. Notwithstanding, current qualified 80-80 Park Rangers with over 4 years 80/80 seniority will be granted transfer prior to the hiring of a new 80-80 Park Ranger provided the requesting Park Ranger has had a disciplinary record clear of suspension during the preceding 36 months.
- B. In the event two or more qualified 80-80 Park Rangers request transfer, the selection shall be based on qualifications as determined by the Employer. In the event the qualifications of two or more candidates are judged to be essentially equal, preference shall be given to Authority/Bargaining Unit seniority.
- C. It is agreed that promotions to Corporal and Sergeant (for 80-80 [full-time] Park 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.

14.4: Wages

| | <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 RANGER SCALE - LEVEL 2 | | | | | |
| 1/1/00 | | | | | |
| Annual | \$30,493.00 | \$34,070.00 | \$37,752.00 | \$41,309.00 | \$44,990.00 |
| Bi-weekly | 1,172.80 | 1,310.40 | 1,452.00 | 1,588.80 | 1,730.40 |
| Hourly | 14.66 | 16.38 | 18.15 | 19.86 | 21.63 |
| 1/1/01 | | | | | |
| Annual | 31,408.00 | 35,090.00 | 38,875.00 | 42,557.00 | 46,342.00 |
| Bi-weekly | 1,208.00 | 1,349.60 | 1,495.20 | 1,636.80 | 1,782.40 |
| Hourly | 15.10 | 16.87 | 18.69 | 20.46 | 22.28 |
| 1/1/02 | | | | | |
| Annual | 32,344.00 | 36,150.00 | 40,040.00 | 43,826.00 | 47,736.00 |
| Bi-weekly | 1,244.00 | 1,390.40 | 1,540.00 | 1,685.60 | 1,836.00 |
| Hourly | 15.55 | 17.38 | 19.25 | 21.07 | 22.95 |
| 1/1/03 | | | | | |
| Annual | 33,467.00 | 37,419.00 | 41,434.00 | 45,365.00 | 49,400.00 |
| Bi-weekly | 1,287.20 | 1,439.20 | 1,593.60 | 1,744.80 | 1,900.00 |
| Hourly | 16.09 | 17.99 | 19.92 | 21.81 | 23.75 |
| FULL TIME CORPORALS SCALE - LEVEL 3 | | | | | |
| 1/1/00 | | | | | |
| Annual | 45,822.00 | 46,800.00 | 47,237.00 | 47,736.00 | 48,090.00 |
| Bi-weekly | 1,762.40 | 1,800.00 | 1,816.80 | 1,836.00 | 1,849.60 |
| Hourly | 22.03 | 22.50 | 22.71 | 22.95 | 23.12 |
| 1/1/01 | | | | | |
| Annual | 47,195.00 | 48,214.00 | 48,651.00 | 49,171.00 | 49,525.00 |
| Bi-weekly | 1,815.20 | 1,854.40 | 1,871.20 | 1,891.20 | 1,904.80 |
| Hourly | 22.69 | 23.18 | 23.39 | 23.64 | 23.81 |
| 1/1/02 | | | | | |
| Annual | 48,610.00 | 49,670.00 | 50,107.00 | 50,648.00 | 51,002.00 |
| Bi-weekly | 1,869.60 | 1,910.40 | 1,927.20 | 1,948.00 | 1,961.60 |
| Hourly | 23.37 | 23.88 | 24.09 | 24.35 | 24.52 |
| 1/1/03 | | | | | |
| Annual | 50,315.00 | 51,418.00 | 51,854.00 | 52,416.00 | 52,790.00 |
| Bi-weekly | 1,935.20 | 1,977.60 | 1,994.40 | 2,016.00 | 2,030.40 |
| Hourly | 24.19 | 24.72 | 24.93 | 25.20 | 25.38 |

| | <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 | | | | | |
| 1/1/00 | | | | | |
| Annual | \$47,715.00 | \$48,589.00 | \$49,504.00 | \$50,357.00 | \$51,293.00 |
| Bi-weekly | 1,835.20 | 1,868.80 | 1,904.00 | 1,936.80 | 1,972.80 |
| Hourly | 22.94 | 23.36 | 23.80 | 24.21 | 24.66 |
| 1/1/01 | | | | | |
| Annual | 49,150.00 | 50,045.00 | 50,981.00 | 51,875.00 | 52,832.00 |
| Bi-weekly - | 1,890.40 | 1,924.80 | 1,960.80 | 1,995.20 | 2,032.00 |
| Hourly | 23.63 | 24.06 | 24.51 | 24.94 | 25.40 |
| 1/1/02 | | | | | |
| Annual | 50,627.00 | 51,542.00 | 52,520.00 | 53,435.00 | 54,413.00 |
| Bi-weekly | 1,947.20 | 1,982.40 | 2,020.00 | 2,055.20 | 2,092.80 |
| Hourly | 24.34 | 24.78 | 25.25 | 25.69 | 26.16 |
| 1/1/03 | | | | | |
| Annual | 52,395.00 | 53,352.00 | 54,350.00 | 55,307.00 | 56,326.00 |
| Bi-weekly | 2,015.20 | 2,052.00 | 2,090.40 | 2,127.20 | 2,166.40 |
| Hourly | 25.19 | 25.65 | 26.13 | 26.59 | 27.08 |
| 40-80 PART TIME - LEVEL 1 | | | | | |
| 1/1/00 | | | | | |
| Hourly | 13.54 | 15.33 | 17.13 | 18.97 | 20.73 |
| 1/1/01 | | | | | |
| Hourly | 13.95 | 15.79 | 17.64 | 19.54 | 21.35 |
| 1/1/02 | | | | | |
| Hourly | 14.37 | 16.26 | 18.17 | 20.13 | 21.99 |
| 1/1/03 | | | | | |
| Hourly | 14.87 | 16.83 | 18.81 | 20.83 | 22.76 |

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.

ARTICLE XV
FIELD TRAINING OFFICER PAY

15.1: Field Training Officers (FTO) shall receive one (1) hour straight time pay for each eight (8) hour day worked as a FTO subject to the provisions below:

- A. To be considered as a FTO, a ranger must have successfully completed the forty (40) hour training program and been certified as a Field Training Officer.
- B. Daily observation reports and other paperwork must be completed at the end of the FTO shift.
- C. A recruit must have been specifically assigned to the FTO for that shift.
- D. FTO pay shall not be authorized until such time as each individual park has established a FTO program.

ARTICLE XVI
OVERTIME

16.1: Work Week. The work week, for purposes of computing overtime, shall be the seven (7) consecutive calendar days from Friday midnight of one week to Friday midnight of the next week.

16.2: Normal Work Week. The normal work week is five (5) days of work, scheduled in the period from Friday midnight to Friday midnight. The normal work day is eight (8) hours. Employees may be required to work more than eight (8) hours per day or forty (40) hours per week.

16.3: All employees: All work performed in excess of forty (40) hours in a work week will be paid at the rate of time and one-half (1-1/2). Such overtime must be authorized by the employee's supervisor. Approved sick and annual leave and holidays shall be considered as time worked in computing overtime pay, but unexcused leave will not be so considered.

16.4: 40-80 Employees. Work performed in excess of twelve (12) hours per day by 40-80 employees will be paid at the rate of time and one-half (1-1/2).

16.5: An employee will not be sent home to avoid the payment of overtime. However, the employer reserves the right to resort to temporary layoffs when no work is available and to cancel posted work schedules due to circumstances beyond control, such as severe storms. If an employee reports for work when work is being canceled, and he has received no advance notice, he shall receive

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.

and shall not be subject to the accumulation limit of the previous payroll year.

Likewise, no part of the limit of any payroll year may be carried over to the following payroll year.

E. Leave may only be taken in hourly increments.

ARTICLE XVIII
PREMIUM PAY

18.1: A premium pay of sixty cents (\$.60) per hour worked shall be paid to 80-80 full-time employees for hours worked after 12:00 midnight and before 8:00 a.m.

18.2: A premium pay of twenty-five cents (\$.25) per hour worked shall be paid to 80-80 full time employees for hours worked after 4:00 p.m. and before 12:00 midnight.

18.3: A premium pay of twenty-five cents (\$.25) per hour worked shall be paid to 80-80 full time employees for hours worked on Saturdays and Sundays after 8:00 a.m. and before 12:00 midnight.

18.4: Premium pay is not allowed for work being paid at overtime rates.

18.5: Leave time and holiday pay are not actual working hours and are not included in premium pay.

ARTICLE XIX
CALL-IN

19.1: Should an employee be called in to work on his day off, he shall receive a minimum of three (3) hours show-up time. If the work for which he is called in is completed in a period of time less than three (3) hours, he may be utilized during the remainder of the allotted time to work in his classification.

ARTICLE XX
LONGEVITY

20.1: All 80-80 (full-time) employees shall be entitled to Longevity Bonus payment for full and continuous employment according to the following schedule:

- A. Over 5 years but less than 10 . . . 2%
- B. Over 10 years but less than 15 . . . 4%
- C. Over 15 years but less than 20 . . . 6%
- D. Over 20 years 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.

ARTICLE XXI
UNIFORMS & EQUIPMENT

21.1: The Authority will furnish uniforms for all Ranger Aides, Rangers and Ranger Sergeants. Uniforms must be worn by employees on all working days, but on Authority business only.

Uniforms to be replaced because of wear must be turned in to the Park. The laundering and maintenance of uniforms shall be the responsibility of the employee.

21.2: 80-80 (full-time) employees will receive a uniform cleaning/equipment allowance of \$400.00 per year, payable in January for the preceding year. The allowance for 40-80 (part-time) employees will be a prorated portion of \$400.00 per year, based on the number of straight time hours worked.

21.3: Rangers shall continue to receive uniform and equipment allowance while on paid leave. If, however, a ranger is on unpaid leave for 30 calendar days or more, the allowance shall be pro-rated based on paid straight-time hours.

ARTICLE XXII
HOLIDAY LEAVE

22.1: All 80-80 (full-time) employees shall be entitled to the following holidays with pay:

| | |
|-------------------------------------|---------------------------|
| New Year's Eve Day | Martin Luther King Day |
| New Year's Day | Veteran's Day |
| Washington's Birthday (observed) | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving |
| Memorial Day (observed) | Christmas Eve Day |
| Independence Day (4th of July) | Christmas Day |
| Labor Day (1st Monday in September) | |

22.2: 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.

22.3: Holidays shall be observed on the actual day it falls.

- A. Should the designated date not be a regular work day for any employee, he shall be paid for the holiday.
- B. Holiday periods will be counted as eight (8) hours of work in computing overtime due.

- C. The taking of Annual Leave the day before or the day after the designated holiday, without prior written approval of the Park Superintendent or Department Head, shall constitute forfeiture of the holiday pay.

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.

- C. Leave taking will be figured in increments of two (2) hours in the case of hourly employees.
- D. In cases of extended illness, annual leave may be used after all accumulated sick days have been used.

23.4: Terminal Leave. Should an employee resign, be discharged, or become deceased, payment for his accumulated Seniority and/or Annual Leave shall be made either to the employee or his estate, as the case may be.

ARTICLE XXIV
SICK LEAVE

24.1: Earned Sick Leave.

- A. All 80-80 (full-time) employees shall be entitled to Sick 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. Sick Leave, although earned, shall be allowed only after an employee has completed six (6) months of service, none being recorded for those terminating prior to six (6) months of service.
- C. Sick Leave shall not accrue during leaves of absence without pay or when an employee is on Long-Term Disability.

24.2: Sick Leave Taking. The taking of sick leave with pay is intended to cover actual days of incapacity due to personal illness and certain other specific absences (listed in Section 4). It is not intended to cover personal malingering, and any suspicion of such action will be cause for the Director or Department Head to require the employee to produce evidence, in the form of a medical certificate or otherwise, of the adequacy of the reason for such absence during the time for which sick leave is applied.

- A. Each sick leave period must be covered by H.C.M.A. Form #114, "Application for Leave".
- B. Official leave days are not work days; holidays falling within a period of sick leave shall not be counted as a leave day.
- C. Leave taking shall be figured in increments of two (2) hours.

- 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. 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.

- A. Employees hired as 80/80 rangers after October 10, 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 as 80/80 rangers prior to October 10, 1991 are not subject to the 1,040 hours accumulation threshold.
- B. In figuring the sick leave bonus, the payroll section will consider any sick leave hours taken as chargeable first to the current year earned sick leave hours.
- C. The bonus will be established at fifty (50%) percent of unused sick leave hours to be paid the individual on the second (2nd) pay day of each year at the employee's straight time rate as of the last pay period of the previous year.
- D. Such bonus will not be paid employees terminating employment previous to the December 31 payroll or with less than six (6) months of service. Exception is made in the year of retirement or death when payment will be made on a prorated basis.
- E. This bonus payment will in no way affect the employee's accumulated sick leave; it is in addition to, not in lieu of, sick leave days.
- F. Exception is made in the year of retirement when payment will be made on a prorated basis.

24.7: Termination Sick Leave Bonus. As a reward for faithful service, the Authority has authorized a cash payment of fifty (50%) percent of a maximum of two hundred (200) sick leave days at an employee's current rate of pay upon retirement or death.

Upon termination of employment, after ten (10) years of service, an employee will be paid fifty (50%) percent of his accumulated sick leave at his current rate of pay, subject to the two hundred (200) day maximum limit.

24.8: Prolonged Illness. As stated previously, an employee on extended illness will first use all accumulated sick leave, after which he may be continued on the payroll through the use of all accumulated annual leave and compensatory leave. After all leave has been taken, the employee is placed on "Absent on Leave Without Pay".

24.9: Accumulated sick leave will be restored to an employee returning to work after an absence with official permission.

24.10: Transfer of Sick Leave. When an employee requests to transfer Sick or Annual 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

jurist. Time off for such Jury Duty shall not be charged against the employee's accumulated Annual Leave.

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

ARTICLE XXVII
BEREAVEMENT LEAVE

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

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.

27.2: Bereavement Leave Taking. The taking of Bereavement Leave is intended to cover necessary time off and is granted in addition to Sick and Annual Leave.

- A. Each Bereavement Leave period must be covered by H.C.M.A. Form #114, "Application for Leave".
- B. Official leave days are work days; holidays falling within a period of Bereavement Leave shall not be counted as a leave day.
- C. Leave taking will be figured in increments of four (4) hours.

ARTICLE XXVIII
LEAVE OF ABSENCE

28.1: Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason for the leave of absence and the length of time of same. Leaves of absence can be approved only by the Director or his/her designate.

28.2: 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. Employees shall not be entitled to fringe benefits while

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

alternative hospital/medical coverage option as outlined below provided they meet the eligibility requirement for the option selected and that such option is available from the insurance carrier of the Employer's choice.

OPTION 1: COMMUNITY BLUE (PPO) - (Group Policy No. 67228-301)

Provides the Blue Cross/Blue Shield Community Blue Group Benefit program with applicable riders including a \$15.00 office visit co-pay and \$5.00 prescription drug co-pay.

Effective 03/01/00, the prescription drug co-pay shall be \$10.00 for generic drugs and \$20.00 for non-generic drugs regardless if prescribed as "dispense as written." Additional co-pay cost for non-generic drugs in excess of \$120.00 per calendar year (per family) to be reimbursed by Employer (i.e., Employer to reimburse \$10.00 of co-pay cost for each non-generic prescription when co-pay cost for non-generic drugs has exceeded \$240.00.) Employee must submit paid receipts.

OPTION 2: COMMUNITY BLUE PPO-HEALTHWISE - (Group Policy No. 67228-300)

Provides the Blue Cross/Blue Shield Community Blue Group Benefit program with applicable riders including a \$10.00 office visit co-pay and \$2.00 prescription drug co-pay.

Effective 03/01/00, the prescription drug co-pay shall be \$5.00 for generic drugs and \$10.00 for non-generic drugs regardless if prescribed as "dispense as written." Additional co-pay cost for non-generic drugs in excess of \$120.00 per calendar year (per family) to be reimbursed by Employer (i.e., Employer to reimburse \$5.00 of co-pay cost for each non-generic prescription when co-pay cost for non-generic drugs has exceeded \$240.00) Employee must submit paid receipts.

Employees who elect this option shall certify that they have complied with the HEALTHWISE section below.

OPTION 3: OPT-OUT

Employees who verify they are covered by an alternate hospitalization program may opt out of the Huron-Clinton Metropolitan Authority 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 Huron-Clinton Metropolitan Authority

during the annual open enrollment period or at any time if their coverage elsewhere is terminated.

29.3: 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 and 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.

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

29.5: Recognizing the industry trend to inordinate cost increases in health care, the Employees Association agrees to participate and work with the Authority toward health care cost containment.

ARTICLE XXX
CONTINUANCE OF BENEFITS

30.1: The Authority will pay the premium on the following benefits for a period of six (6) months when an 80-80 (full-time) employee has exhausted all sick leave 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. Pension Plan;
- F. Life Insurance.

ARTICLE XXXI
GROUP LIFE INSURANCE

31.1: Coverage. The Authority has made available a Group Life Insurance Policy for the benefit of all 80-80 (full-time) and 40-80 (part-time) employees. This plan provides life insurance coverage in the amount of \$5,000.00, with a double indemnity clause in the event of accidental death. Effective 5/1/00, the coverage shall be increased to ten thousand dollars (\$10,000.00).

31.2: Eligibility. All 80-80 (full-time) and 40-80 (part-time) employees are automatically issued a policy upon completion of three (3) months service, regardless of age, and without a physical examination, except for those sixty (60) years of age and over.

- A. Should an employee elect not to join the plan at the end of three (3) months, and subsequently decides to do so, he must submit evidence of insurability subject to final approval by the insurance carrier.
- B. In the case of returning servicemen who had coverage prior to entering the service, the waiting period is waived, and reinstatement is made

immediately upon request and presentation of a copy of the discharge papers.

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 credited 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 credited service as defined by the HCMA retirement plan 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 one hundred fifty thousand (\$150,000.00) dollars. Effective 5/1/00, the maximum amount of insurance will be two hundred fifty thousand (\$250,000.00) dollars.

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.

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. Sixty-six and two-thirds (66-2/3%) percent of an employee's monthly earnings at the date of disability, subject to a maximum benefit of \$5,000.00 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, will 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 Authority and/or the government.
 4. Other benefits payable under any government disability plan.
 5. Benefits payable under any Workers' Compensation Act.
 6. Benefits payable under any group or individual no-fault plan of automobile insurance.

32.5: 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 he is unable to perform the duties of his own occupation.

32.6: Commencement of Benefits. Benefits start after a qualifying period of 180 days from the commencement of total disability, provided proof of disability is submitted within six (6) months following the qualifying period.

32.7: Maximum Benefit Period. Once an employee has satisfied the qualifying period, six (6) months from onset of the injury or illness, he will receive a monthly income until the earliest of the following events:

- A. The date total disability ceases.
- B. The date you have received your maximum benefit according to the schedule below:

| <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 LTD insurance company medical advisors.
- D. The date employee is not under continuing medical supervision and treatment is considered satisfactory by the Authority's LTD insurance company.
- E. The date employee is not working in a rehabilitative employment considered appropriate by the Authority's LTD 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. Effective 02/01/00,

the Employer agrees to provide and pay the premium for a vision care program equivalent to Blue Vision (Appendix D) for eligible employees and dependents.

ARTICLE XXXIV
DENTAL INSURANCE

34.1: The Employer agrees to provide and pay the premium for a Dental Care Program equivalent to Prudential Group Policy No. 45096 for eligible employees and dependents. Effective 02/01/00, 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 subject to the following:

- A. Raise maximum orthodontics benefit to \$1,000.
- B. Employer to conduct market survey to find an equivalent cost effective plan with broader network if available.

ARTICLE XXXV
WORKERS' COMPENSATION

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

35.2: Compensation. Payments by our Workers' Compensation insurance carrier and time properly chargeable to the employee's sick leave fall into three (3) categories as follows:

- A. No Time Lost: Where no time is lost, the insurance carrier will pay only the medical and other expenses involved.
- B. Less Than Seven (7) Days: Where the time lost is seven (7) days or less, no Workers' Compensation payments to the individual will be involved, and the time lost is properly chargeable to the employee's Sick Leave.
- C. More Than Seven (7) Days: Where the time lost is greater than seven (7) days, compensation payments are in order. The employee shall use accumulated Sick Leave to such an extent that sick leave and compensation payments together will not exceed the employee's straight time earnings. Procedure is as follows:

1. During the first week, while determination is being made concerning compensation payments, a full day sick leave will be recorded each day, and the employee is paid his normal earnings.
2. Subsequently, if compensation payments are allowed, the individual's pay will be adjusted so that the sick leave and the compensation payments, including that for the first week, will approximate, but not exceed, the normal earnings. In this case, sick leave charges will be made to the nearest half-day.

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 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.

36.2: Detailed information regarding the Authority Pension Plan is covered in the Pension Booklet. The Trust Agreement as last amended January 1, 1997 is incorporated into this Agreement by reference and is amended effective 1/1/02 as follows:

- Article 3, Section 3.3 will provide early retirement factor calculated from age 60 for employees with 25 years of service.
- And any other Article, Section, or Subsection as needed to facilitate the above changes.

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

36.4: Delayed Retirement. Should the particular skill of the individual be required for the benefit of the Authority, in the opinion of the Director, and should the employee desire to continue working and be able to produce evidence of his physical ability to perform his work, he may be continued to age seventy (70) on a year-to-year basis at the discretion of the Director.

ARTICLE XXXVII
GROUP BENEFITS FOR RETIREES

37.1: Retirees must report their status once each year to the Human Resources Department by August 15th to assure continued coverage.

37.2: Group benefits for retirees of employees hired prior to October 10, 1991:

Retirees with ten years continuous, full-time, classified service with the Authority, are eligible for the following benefits:

- A. Hospitalization. Coverage after retirement will 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.

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

- B. Group Life Insurance. Basic Group Life Insurance will be continued during the lifetime of the retiree in the amount of ten thousand dollars (\$10,000).
- C. Optical Insurance. Retirees and eligible dependents retiring are covered by this insurance on the same basis as classified employees.
- D. Dental Insurance. Retirees and eligible dependents 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.

3. Retirees with less than 10 years of continuous, full-time classified 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. For retirees with ten years continuous, full-time, classified service with the Authority, the Basic Group Life Insurance will be continued during the lifetime of the retiree in the amount of ten thousand dollars (\$10,000).

C. Optical Insurance.

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

D. Dental Insurance

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

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

ARTICLE XXXVIII
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 his/her status once each year to the Personnel Department by January 15 to assure continued coverage.

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 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 \$500.00.

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.

39.5: Shift Selection. The Employer retains full rights to establish shifts as it deems appropriate.

80-80 employees will then select their shift according to 80-80 full time seniority.

Shift selection will be made thirty (30) days prior to January 1, Memorial Day and Labor Day of each year.

Employees with less than two (2) years experience as Ranger may be assigned at the discretion of the Employer prior to shift selection.

Employees with more than two (2) but less than four (4) years experience as a 80-80 ranger (80-80 experience) may be assigned at the discretion of the employer after senior employees have made shift selection.

Employees may be transferred to another shift for manpower needs or for other business reasons. Transfers will be accomplished by re-assigning the least senior employee.

Employees may also be re-assigned for just cause (discipline).

Each park may, by mutual agreement of the chief and union, work an alternative work schedule. If the chief and union cannot mutually agree on a shift, then they work under the provisions of this Article.

39.6: Patrol Cars. During the term of this Contract, newly purchased patrol cars will be equipped with air conditioning.

39.7: Shotguns. Regularly assigned patrol cars will be equipped with shotguns attached to the front seat in a horizontal position and electrically locked.

39.8: Employer agrees to add an emblem in the appropriate place on ranger vehicles and uniforms indicating "PUBLIC SAFETY DEPARTMENT."

39.9: Definitions: Full-Time (80-80) and Part-Time (40-80) Employees.

- A. Wherever used in this Agreement, the term "80-80 (Full-Time) Employee" means an employee in the bargaining unit who is employed under a permanent job classification on an eight (8) hour per day,

forty (40) hour week basis for continuous service, and who has completed a minimum of twelve (12) months of continuous work or service, interrupted only by absence with official permission.

- 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.
- B. Employees authorized to negotiate shall do so during paid time every other bargaining session, to a maximum of three (3) paid sessions.
- C. Park Management shall make every effort to schedule the negotiating team for the paid meeting time as one of their regular work shifts.
- D. When the time required for a paid negotiating session, including travel time, does not amount to six (6) hours, the employees shall complete the work day at their work station.

39.17: Watches and glasses being worn in the line of duty that are damaged due to assault or rescue will be repaired or replaced equal to the value of those that were damaged up to \$200.00 maximum. Reimbursement will be made upon submission of an invoice indicating amount of loss.

39.18: 80-80 (full-time) employees shall earn one (1) hour compensatory time to attend Park POAM meetings once a month, but excluding June, July and August.

Employees scheduled to work at the time said meetings are held will not be eligible for earning said compensatory time.

39.19: 40-80 (part-time) employees shall be paid for one (1) hour straight time to attend Park POAM meetings once a month, but excluding June, July and August.

39.20: No Smoking. Employees hired after October 10, 1991 shall not smoke on or off the job subject to disciplinary action up to and including discharge.

39.21: Drug Testing. The Union agrees to drug testing in accordance with the HCMA drug policy in Appendix "B".

ARTICLE XL
40/80 WORK SCHEDULE

40.1: By the very nature of the HCMA's responsibility to the public, all employees are called upon and expected to be responsive to working weekends and holidays during seasonal periods of heavy public use. Each employee is expected to accept their fair share of this seasonal workload so that no other employee has to accept

an unfair share. It is essential to the Authority and to the physical well-being of each employee that no one considers themselves exempt from this obligation.

40.2: As such, all 40-80 personnel are to make their availability schedule known at least four (4) weeks in advance. On 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.

ARTICLE XLIII
TUITION REIMBURSEMENT

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

- A. Applicant must be a seniority employee at both the beginning and 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 Personnel Office within thirty (30) days after the class is over in order to receive tuition reimbursement.
- G. Employee must submit a report from the school that he has completed the class with grade "C" or better or "pass" in case of a pass/fail class.
- H. Employee will be reimbursed one hundred (100%) percent for a "pass" or grade of "C" or better. The amount of reimbursement shall be no more than five hundred dollars (\$500) for any one class, nor more than one thousand dollars (\$1,000) for any calendar year.

- I. Employee shall reimburse Employer cost of tuition reimbursed if they resign employment within 36 months of course.

ARTICLE XLIV
DEPENDENT CARE SPENDING ACCOUNT

44.1: 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 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.

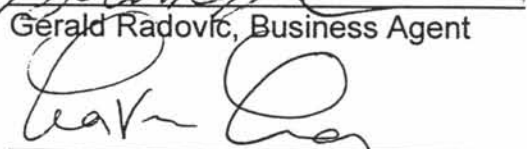
ARTICLE XLVII
DURATION

47.1: This Agreement shall commence September 9, 1999 and shall continue in full force and in effect until midnight December 31, 2003, 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.

IN WITNESS WHEREOF, the parties have set their hands this 9th day of September, 1999.


FOR THE UNION:
POLICE OFFICERS ASSOCIATION
OF MICHIGAN:

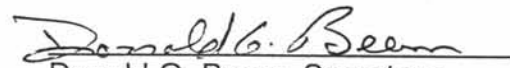

Gerald Radovic, Business Agent


LaVerne Long, President - Local

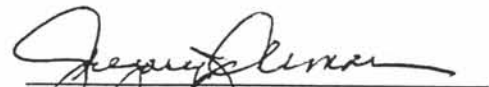
FOR THE HURON-CLINTON
METROPOLITAN AUTHORITY:


William E. Kreger, Chairman


Gary C. Bartsch, Deputy Director


Donald G. Beem, Secretary


David L. Wahl, Controller


Gregory J. Almas,
Chief-Human Resources



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

MEMORANDUM OF UNDERSTANDING

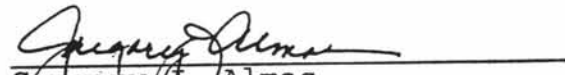
It is understood by the parties that Article 40, 40-80 WORK SCHEDULE, Section 40.2, was intended to prevent scheduling conflicts for 40-80 personnel who have other full time employment commitments.

40-80 Ranger personnel who do not have other work commitments will be expected to accept their fair share of the workload, i.e., work assignments, weekends, holidays, and day, afternoon, and midnight shifts.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN:


Gerald Radovic, Business Agent

HURON-CLINTON METROPOLITAN
AUTHORITY:


Gregory J. Almas,
Personnel Officer

APPENDIX A

DUES DEDUCTION SLIP

TO: HURON-CLINTON METROPOLITAN AUTHORITY (H.C.M.A.)

I hereby authorize you to deduct from my pay and send to the Police Officers Association of Michigan (POAM), 28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152, monthly union dues in such amount as shall be certified to you from time to time by the Union as the proper amount for monthly dues under the Union's Constitution and By-Laws.

Dated: _____ (Please Print Name)

Signed: _____

SERVICE FEE SLIP

TO: HURON-CLINTON METROPOLITAN AUTHORITY (H.C.M.A.)

I hereby authorize you to deduct from my pay and send to the Police Officers Association of Michigan (POAM), 28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152, a monthly service fee equal to the monthly union dues as certified to you from time to time by the Union as the proper amount for such service fee under the Union's Constitution and By-Laws.

Dated: _____ (Please Print Name)

Signed: _____



APPENDIX B

Dear Health Care Provider:

The Huron-Clinton Metroparks and its employees have agreed that employees and spouses covered by the Employer's health plan shall receive a health assessment including, but not limited to, blood pressure and blood cholesterol screening and an assessment of the attached Healthstyle Self Test. The results are to be strictly confidential between you and the employee or spouse. Your signature at the bottom of this certificate indicates only that you have administered the health assessment and consulted with the employee or spouse regarding your findings.

Thank you for your part in providing healthier lives and a healthier company.

Sincerely,

HURON-CLINTON METROPOLITAN
AUTHORITY

Gregory J. Almas
Personnel Officer

HURON-CLINTON METROPOLITAN AUTHORITY

I hereby certify that a health assessment examination as described above was administered to _____ and have
Employee/Spouse Name
consulted with him/her regarding my findings.

Signature of Health
Care Provider

Date



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). | | | |
| 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!



APPENDIX C

HURON-CLINTON METROPOLITAN AUTHORITY
DRUG TESTING POLICY

I. 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.

- B. Supervisor -- Those sworn Rangers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test -- The compulsory or voluntary production and submission of urine by a Ranger in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.
- E. Probable Cause -- That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent man to believe it is more probable than not that a Ranger had committed or was committing an offense contrary to this drug policy.
- F. Probationary Ranger -- For the purpose of this policy only, a probationary Ranger shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement officer.
- G. MRO - Medical Review Officer-- The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.

IV. PROCEDURES/RULES

A. Prohibited Activity

The following rules shall apply to all applicants, probationary and sworn Rangers, while on and off duty:

1. No Ranger shall illegally possess any controlled substance.

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:

2. The Authority and Union have agreed to a policy under which each employee of the Ranger Department will undergo a drug screen on a random basis once every eighteen (18) months, or whenever the Authority has probable cause or reasonable suspicion.
3. The names of all employees shall be placed in a sealed container and shall be drawn out by a representative of the Union and the Personnel Director or his designee. Once a name is drawn, it shall not be placed into the sealed container until all other names have been drawn during the 18 month period. The Union representative and Personnel Director or his designee, shall not reveal the names of those employees drawn until after the employee has been appropriately contacted by the Authority.
4. The Chief of Human Resources may order a Ranger to take a drug test upon documented probable cause that the Ranger is or has been using drugs. A summary of the facts supporting the order shall be made available to the Ranger prior to the actual test.
5. Upon reasonable suspicion the Authority may request, through the Union, that an Ranger submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, subsection D, subsection 2 herein. Any Ranger voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy. Any Ranger who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last change rehabilitation provision set forth in this policy for a period of three (3) years.
6. A drug test will be administered as part of any promotional physical examination required by the Authority.

E. Penalty

Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Authority's rules and regulations, and may include discharge from

the Authority. Any discipline issued remains subject to 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

1. The testing procedures and safeguards provided in this policy, to ensure the integrity of department drug testing, shall be adhered to by any laboratory personnel administering drug testing.
2. Laboratory personnel authorized to administer drug tests shall require positive identification from each Ranger to be tested before they enter the testing area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each Ranger to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the Ranger divulge the necessary medical information to the Medical Review Officer that may have lead to a false positive test.
4. The bathroom facility of the testing area shall be private and secure.
 - a. Authorized testing personnel shall search the facility before a Ranger enters it to produce a urine sample, and document that it is free of any foreign substance.
5. Where the Ranger appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Ranger shall be permitted no more than eight hours to give a sample, during which time he shall remain in the testing area, under observation, however, the Ranger may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the

employee or his/her Union, prior to disciplinary 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, initialed 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 barbiturates. Personnel utilized for testing will be certified as qualified to collect urine sample or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level

| | (ng/ml) |
|-------------------------------|---------|
| Marijuana metabolite. | 100 |
| Cocaine metabolite. | 300 |
| Opiate metabolite | 300* |
| Phencyclidine | 25 |
| Amphetamines. | 1000 |
| Barbiturates. | 300 |

*25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

| | |
|--------------------------------------------------------|-------|
| Marijuana metabolite. | 15* |
| Cocaine metabolite. | 150** |
| Opiates: | |
| Morphine | 300+ |
| Codeine. | 300+ |
| Phencyclidine | 25 |
| Amphetamines | |
| Amphetamine | 500 |
| Methamphetamine | 500 |
| * Delta-9-tetrahydrocannabinol-9-carboxylic acid | |
| ** Benzoyllecgonine | |
| + 25ng/ml if immunoassay-specific for free morphine | |
| Barbiturates. | 300 |

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody,

technical expertise and demonstrated proficiency in urinalysis.

7. Rangers having negative drug test results shall receive a memorandum stating that no illegal drugs 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.

L. Procedures for Implementation of the Last Chance Agreement

1. At the discretion of the Chief of Human Resources, that last chance agreement may also be offered to any Ranger whose drug test has been confirmed positive by the Medical Review Officer.
2. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.
3. Ranger must attend the employee assistance program and/or an authorized rehabilitation source.
4. Ranger must sign a form releasing any and all information to management as may be requested.
5. Ranger must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. 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.
7. Ranger may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the Ranger must submit to periodic urinalysis on a timetable as may be determined by the Chief of Human Resources.
9. The Ranger shall be subject to the terms of this program for three (3) years after their return to work.
10. The Ranger must agree in writing that the Ranger will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during it's enforcement term.
11. Ranger must be advised that the Ranger is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

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. Failure to follow the employees assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow E.A.P. directives.

8. Ranger _____ shall submit to controlled substance testing at the discretion of the Chief of Human Resources. If any such test shows a positive result for the presence of a controlled substance, Ranger _____ will be discharged from employment with the Authority subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
9. Ranger _____ will be credited with seniority, for promotional purposes, for time separated from the Authority between _____ and the date of return to duty. No other wage is due or owing, and Ranger _____ waives any claim thereto.
10. The Union shall withdraw with prejudice the grievance # _____ and shall release and discharge employer from any and all claims relating thereto. The employer shall release and discharge the union and _____ from any and all claims relating thereto. Ranger _____ shall release and discharge the union and the employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, Ranger _____ release the Authority and union from all liability and claims he may have had or now has with respect to his employment with the Authority whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the Authority the _____ association.
11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
12. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a

practice or right to be utilized in any other grievance, claim, or litigation.

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



APPENDIX D



Blue Vision Benefits at-a-Glance

Blue Vision benefits are provided by Vision Service Plan, the largest provider of vision care in the nation. Subscribers can receive services from one of VSP's over 23,000 member doctor locations or a non-participating provider. To find a VSP member doctor, call 1-800-877-7195 or visit VSP's Web site at www.vsp.com.

Eye examination

| | VSP member doctor | Non-participating provider |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------|
| Covers a complete eye exam including refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient | Covered - \$5 copay | Covered - \$5 copay, up to \$35 |
| | Once every 12 months | |

Frames

| | VSP member doctor | Non-participating provider |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------|
| A wide selection of quality frames is fully covered by the VSP frame allowance. Members should ask their doctor which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference. | Covered - \$10 copay | Covered - \$10 copay, up to predetermined amount |
| | One frame every 24 months | |

Lenses

| | VSP member doctor | Non-participating provider |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| Single vision, bifocal and lenticular lenses are covered in full by the plan. Patients can choose glass or plastic lenses, as well as oversized lenses up to 61mm. Pink lens tints (for glare reduction) are also covered in full | Covered - \$10 copay | Covered - \$10 copay, up to predetermined amount |
| | One pair every 24 months | |
| Contacts: Members may obtain either eyeglasses or contact lenses, but not both. | | |
| Elective contacts may be chosen instead of spectacle lenses and a frame. | Covered - \$105 applied toward contact lens fitting, evaluation and materials, member responsible for difference | |
| | Once every 24 months | |
| Therapeutic Contact Lenses (medically necessary) | Covered - \$210 maximum, member responsible for difference | |
| | Once every 24 months | |

Copays

| | VSP member doctor | Non-participating provider |
|--------------------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------|
| • Exams | \$5 copay | \$5 copay |
| • Frames, lenses or medically necessary contacts | A combined \$10 copay | Member responsible for difference between approved amount and provider's charge, less \$10 copay |

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Blue Cross Blue Shield of Michigan is an independent licensee of the Blue Cross and Blue Shield Association.