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STATE EMPLOYMENT
RELATIONS BOARD

2009 OCT 30 P 12: 45

09-CON-01-2926
2926-01

AN AGREEMENT

between

LAKE METROPARKS

and

THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

EFFECTIVE: Upon execution

EXPIRES: March 31, 2011

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
I	Preamble	3
II	Purpose and Intent	3
III	Recognition	3
IV	Dues Deductions	3
V	Management Rights	4
VI	No-Strike	4
VII	Employee Rights	5
VIII	Non-Discrimination	6
IX	Discipline	6
X	Association Representation	6
XI	Probationary Period	6
XII	Seniority	6
XIII	Disciplinary Procedure	7
XIV	Holidays	9
XV	Vacations	10
XVI	Insurance	11
XVII	Sick Leave	11
XVIII	Tuition Reimbursement	13
XIX	Business Travel Expenses	13
XX	Uniforms	13
XXI	Overtime	14
XXII	Family and Medical Leave Act	14
XXIII	Bereavement Leave	15
XXIV	Jury Duty	15
XXV	Witness Duty	15
XXVI	Personal Leave	15
XXVII	Employee Complimentary Privileges	15
XXVIII	Wages	16
XXIX	Grievance Procedure	16
XXX	Arbitration Procedure	18
XXXI	Gender and Plural	18
XXXII	Headings	18
XXXIII	Obligation to Negotiate	19
XXXIV	Conformity to Law	19
XXXV	Legislative Approval	19
XXXVI	Total Agreement	19
XXXVII	Duration	19
XXXVIII	Execution	20
Appendix	A Wage Rate Table	21
	B Notice of Discipline Form	22
	C Appeal or Acceptance of Discipline Action	23
	D Employee Rights	24
	E Union Rights	25

ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between Lake Metroparks, hereinafter referred to as "the Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA."

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to Lake Metroparks; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

RECOGNITION

3.01 The Employer agrees that it has and will continue to recognize the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all full-time Park Rangers of the Lake Metroparks Ranger Department, hereinafter referred to as "employees" or "the bargaining unit." All other employees of the Employer are excluded.

3.02 The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE IV

DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees in Lake Metroparks for whom the Employer is currently deducting dues.

4.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify in writing to the Employer the amounts due and owing from the employees involved, as well as its current business address and the names of its current Executive Director, Executive Secretary and Treasurer.

4.03 The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

4.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the OPBA within thirty (30) days from the date of making said deductions.

4.05 Employees who have signed dues authorization forms permitting deductions shall be required to maintain such authorization for the term of this Agreement.

4.06 The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE V MANAGEMENT RIGHTS

5.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off; 3) determine the qualifications of employees; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically, abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE VI NO-STRIKE

6.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

6.03 It is recognized by the parties that the Employer is responsible for and engaged in activities, which are the basis of health, and welfare of its citizens and that any violation of

this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and obtain immediate injunctive relief, and any and all other remedies permissible by law.

6.04 The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE VII EMPLOYEE RIGHTS

7.01 An employee has the right to the presence and advice of an OPBA representative of his choosing at all disciplinary interrogations.

7.02 An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

7.03 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

7.04 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. No procedures may be taped unless both parties consent. If the Employer requires that an interrogation be taped, the employee being interrogated may record his own tape of the interrogation.

7.05 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

7.06 An employee may request an opportunity to review his personnel file, via chain of command, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing his file so long as supervisors are copied with any additions. A request for one copy of the items included in the file shall be honored. Additional copies shall be provided at the same cost as the public pays for copies. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Employees will be notified in writing and be given a copy whenever anything is added to their personnel file. It is understood that documents or memoranda placed in the files by either party will be written in a professional and non-derogatory manner.

7.07 All complaints by civilians, which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant where possible. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation.

7.08 Records of disciplinary action (reprimands and short term suspensions) that are more than two (2) years old shall not be used against an employee in a future disciplinary action so long as there has been no occurrence of a similar type incident within the two (2) year period. Records of long term suspensions (5 working days or more) shall not be used against an employee in a future disciplinary action so long as there has been no occurrence of a similar incident within a four (4) year period.

ARTICLE VIII NON-DISCRIMINATION

8.01 The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, politics, national origin, age, sex, handicap or disability as defined by the Americans with Disabilities Act.

8.02 The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE IX DISCIPLINE

9.01 Disciplinary action taken by the Employer shall only be for just cause for non-probationary employee.

9.02 A non-probationary employee who is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action. The employee shall be informed of the right to confer with a representative of the OPBA.

9.03 Prior to any discipline involving time off being imposed, the employee shall be given the opportunity to appeal through Step 3 to Executive Director of the grievance procedure contained in Article XXIX of this Agreement. The employee shall then be able to appeal the Step 3 decision to arbitration, as set forth in Article XXX of this Agreement.

ARTICLE X ASSOCIATION REPRESENTATION

10.01 The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the officer in charge of the shift.

ARTICLE XI PROBATIONARY PERIOD

11.01 All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employees and any such action shall not be appeal able through the grievance procedure or to any Commission or Board.

ARTICLE XII SENIORITY

12.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, at which time such employment will be counted as part of his total length of continuous employment.

12.02
occur:

An employee's seniority shall be terminated when one or more of the following

- a. He resigns;
- b. He is discharged for just cause;
- c. He is laid-off for a period of time exceeding eighteen (18) months;
- d. He retires;
- e. He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g. He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice. Recall notices shall be made by certified mail, return receipt requested, to the employee's last known address;
- h. If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the employee's social security number with the employee with the lower social security number being deemed the most senior.
- i. The Employer shall provide a seniority list to the Union on an annual basis.

ARTICLE XIII

DISCIPLINARY PROCEDURE

13.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

13.02 All employees shall have the following rights:

- a) An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- b) No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.
- c) An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

13.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

13.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The notice served on the employee shall contain a reference to dates, time and places, if possible.

13.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by certified mail, return receipt requested.

13.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. a decision is rendered at Step 3 of the Grievance Procedure after the predisciplinary hearing, or
4. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

13.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative at every step of the proceeding;

13.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or the arbitrator renders a determination.

13.09 The following administrative procedures shall apply to disciplinary actions:

- a) The appointing authority, the employee involved and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary

penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.

- b) If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. A copy of such Notice shall be forwarded to the OPBA. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the rights of representation.
- c) Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

13.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

13.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

13.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

13.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Commission or Board.

ARTICLE XIV HOLIDAYS

14.01 All employees shall receive the following paid holidays:

New Year's Day (January 1)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Christmas Day (December 25)

14.02 In order to receive time-and-a-half pay on the above paid holidays, the employee must report to work and actually work his last scheduled work day before the holiday, the first

scheduled work day after the holiday or the holiday if the employee is scheduled to work the holiday, unless specifically excused from work by the Chief Ranger or the employee is on vacation or sick leave with medical verification from a physician. The holidays shall be observed on those dates listed above.

14.03 Holiday pay shall be calculated on the employee's straight time pay rate as of the date of the holiday times eight (8) hours.

14.04 In addition to the recognized holidays, bargaining unit employees shall receive five (5) personal/floating holidays per year. Such days shall be scheduled with the prior approval of the employee's supervisor. Floating holidays not taken during the calendar year shall be forfeited.

14.05 Any employee who is required to work on a recognized holiday as set forth in Section 14.01 shall receive compensatory time or holiday pay at one and one-half (1 1/2) times his straight time rate for the hours worked on the holiday in addition to a holiday to be taken on another day as approved by the Chief ranger. An employee not scheduled to work on the recognized holiday may with supervisory approval take the holiday at a later date. Employees electing to defer the holiday will not be eligible for any overtime by doing so.

ARTICLE XV VACATIONS

15.01 All full-time employees shall earn and be entitled to paid vacation in accordance with the following schedule:

Years of Eligible Service	Vac. Hours Each Year	Vac. Days Each Year	Vac. Hours Earned Per Hour*
1 through 5 years	80 hours	10 days	.03846
6 through 10 years	120 hours	15 days	.05769
11 through 15 years	160 hours	20 days	.07692
16 years	168 hours	21 days	.08077
17 years	176 hours	22 days	.08462
18 years	184 hours	23 days	.08846
19 years	192 hours	24 days	.09231
20+ years	200 hours	25 days	.09615

15.02 The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. Full-time service with the Employer, as well as with any other governmental agency under the State of Ohio retirement system (such as PERS) or honorable service with the Ohio National Guard, shall be computed upon submission of satisfactory evidence. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation.

15.03 Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule.

15.04 Paid vacation time can be used in minimum increments of one-half hour. To take vacation, employees should request approval from their supervisors prior to the schedule being prepared. However, the supervisor may approve any vacation request depending on operational needs and staffing requirements. The Executive Director's approval is also required when an employee is requesting twenty (20) continuous days or more of vacation. Requests shall be reviewed, approved or denied as determined appropriate by the Employer including operational needs and staffing requirements.

15.05 Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime.

15.06 In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. Unused vacation time is capped at two-hundred-forty hours.

15.07 When an employee becomes eligible for an increased rate of accumulation due to length of service, the higher rate of accumulation shall begin on the employee's full-time anniversary date (adjusted by any intervals of non-paid employment).

15.08 Upon termination of employment, employees shall be paid for unused vacation time that has been earned through the last day of work.

ARTICLE XVI INSURANCE

16.01 The Employer shall provide each employee with either individual or family coverage as appropriate with the existing hospitalization, dental, and vision insurance through the self-funded plan. The Employer shall pay all premiums during the first year of this Agreement. The Employer shall have the right to change insurance carriers or third party administrators providing the insurance coverage is comparable to existing coverage.

16.02 The Employer shall have the right to establish the amount of the deductible or rate of co-pay for either individual or family coverage plans.

16.03 The Employer shall continue to provide life insurance for each employee in the minimum amount of \$21,000.00.

16.04 The parties agree to reopen this Article February 1, 2010 and February 1, 2011 to negotiate insurance benefits for the second and third years of the Agreement. Insurance benefits, premium increases shall be retroactive to March 1st of each contract year. The parties further agree that the reopener set forth herein shall be subject to the statutory impasse procedures set forth in O.R.C. Chapter 4117.

ARTICLE XVII SICK LEAVE

17.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees and/or 3) serious illness or injury in the employee's immediate family.

17.02 All full-time employees shall earn and accrue sick leave at the rate of .0577 hours per each hour worked, excluding overtime, or 15 days per year, and may accumulate such sick leave hours to an unlimited amount.

17.03 An employee who is absent on sick leave shall notify the supervisor and at least one (1) other ranger scheduled to work that date at least one (1) hour prior to the scheduled beginning hour of the shift.

17.04 Sick leave may be used in a minimum of segments of one-half hour.

17.05 Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief Ranger and coordinated with the personnel department and paid by the Employer. In the event, that an employee is absent for more than three (3) consecutive workdays, the employee must supply a physician's report to be eligible for paid sick leave.

17.06 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Chief Ranger finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

17.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief Ranger and coordinated with the personnel department.

17.08 The Chief Ranger may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined, by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

17.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to include the employee's spouse, mother, father, child, brother, sister, grandparent, legal guardian or other person who stands in place of a parent.

17.10 Sick leave benefits shall be calculated based on the employee's base pay at the time of absence.

17.11 Any full-time employee who voluntarily terminates his service shall provide a two-week notice, or retires, notice prior to retirement shall be compensated for his accrued but unused sick leave earned with the Employer in one lump sum (minus all tax deductions) at his regular rate of compensation in accordance with the following schedule:

Years of Lake Metroparks Employment	Percentage of Accrued Unused Days
1 year	5% or not to exceed 50 hours
2 years	10% or not to exceed 80 hours
3 years	15% or not to exceed 100 hours
4 years	20% or not to exceed 120 hours
5 years through 9 years	25% or not to exceed 240 hours

10 years through 14 years	50% or not to exceed 480 hours
15 years through 19 years	60% or not to exceed 576 hours
20 years through 24 years	70% or not to exceed 672 hours
25 years through 29 years	80% or not to exceed 768 hours
30 years through 34 years	90% or not to exceed 864 hours
35 years or more	100% or not to exceed 960 hours

This sick leave payout shall only be calculated for those hours accrued while an employee of Lake Metroparks.

17.12 Any employee who is terminated for cause, or resigns after service of a notice of Disciplinary Action, or does not give a two-week notice shall not be compensated for his unused sick leave regardless of length of service.

17.13 Any employee who is reinstated shall earn sick leave as if he were a new employee and shall not be eligible again to receive any compensation for any portion of his accumulated unused sick leave upon subsequent termination or retirement.

ARTICLE XVIII TUITION REIMBURSEMENT

18.01 The Employer shall reimburse its employees for certain expenses incurred in successfully completing approved, job-related courses of study.

18.02 It shall be noted, however, that the successful completion of an approved, job-related course in no way guarantees an increase in compensation or responsibility, nor does it automatically qualify the employee for promotion.

18.03 Regular, full-time employees of the Employer with at least one (1) year of service may apply to the Executive Director to have a course of study approved. To qualify for tuition reimbursements the course of study shall be completed at an accredited, academically-sound institution and designated as job-related. A passing grade of "C" or higher shall be obtained to be reimbursed 100%. All such opportunities shall be budgeted by the employee's supervisor.

18.04 Tuition reimbursement shall be limited as provided by the Employee Handbook of the Employer.

ARTICLE XIX BUSINESS TRAVEL EXPENSES

19.01 Employees shall be reimbursed for reasonable business travel expenses incurred while on assignments away from the normal work locations. All business travel shall be approved in advance by the Executive Director and passed by the Board of Park Commissioners.

19.02 Employees shall be reimbursed for travel expenses, mileage for use of personal automobiles, standard accommodations, meals, business telephone calls, and registration fees/conference material costs in accordance with the current Employee Handbook. The Employer agrees that the benefits contained in the Employee Handbook for business travel shall not be reduced or eliminated during the term of this Agreement for the bargaining unit.

ARTICLE XX UNIFORMS

20.01 Full-time Rangers. Effective in April, 2009, all permanent, full-time members of the Ranger Department shall receive, in addition to the compensation provided herein, a yearly

allowance for uniform, clothing, and equipment in the amount of one thousand thirty dollars (\$1,030.00) and a thirty dollar (\$30.00) increase each subsequent April for the duration of this contract. Should the employee terminate employment during the year, such amount shall be prorated.

20.02 Probationary Rangers. During 2009, 2010 and 2011, a probationary Ranger shall be entitled to a uniform allowance at the time employment is commenced. Uniform allowance shall be the amount of one thousand thirty dollars (\$1,030.00). Probationary Rangers shall not be entitled to receive more than one (1) uniform allowance within a year. Except that probationary Rangers that have previously received a part-time uniform allowance during a given calendar year shall also receive the amount of that year's full-time allowance less any amount previously paid during that calendar year as a part-time allowance, effective upon their promotion to full-time status. Any such probationary Ranger shall, prior to being paid an initial uniform allowance, be required to execute an agreement providing that the amount of the uniform allowance paid during the probationary period will be refunded to Lake Metroparks if such employee fails to be retained as a permanent Ranger at the end of the probationary period. This refunded agreement may include the return of uniforms with original cost receipts, or equivalent in cash, totaling \$1,000.

20.03 Lake Metroparks will provide the following equipment. This list is not limited and may be changed per the Chief Ranger's specifications.

1. Required firearm and holster
2. Pepper spray and holster
3. Body armor
4. Handcuffs
5. Badges
6. Collar brass
7. Asp and holster
8. Name tag
9. Arm insignia/patches

20.04 Uniform Appearance. Employees shall wear their uniforms at all times while on duty unless otherwise specified by the Chief Ranger. Uniforms shall be clean and pressed at the beginning of each shift. Each uniform shall be measured and fitted to enhance the appearance of the Ranger, and bring credit to himself or herself and the Lake Metroparks Ranger Department. Uniforms shall conform to the specifications of Lake Metroparks.

20.05 Cellular Phone Service. Employees shall receive their choice of thirty dollars (\$30) per month cell phone allowance or the issuance of a park owned cell phone. The employer shall determine how the allowance will be paid.

ARTICLE XXI

OVERTIME

21.01 Overtime will be paid for any hours in excess of forty (40) in a week, including any approved leave. Any hours in the excess of forty shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate or compensatory time computed at the same rate for future use, as approved by the Chief Ranger.

21.02 Failure to work assigned overtime or overtime worked without prior authorization may result in disciplinary action.

21.03 Employees may accumulate up to one hundred sixty (160) hours of compensatory time. Employees are encouraged to receive their overtime as wages. However, employees have the option of receiving their overtime as compensatory time off. Employees may take compensatory time off provided that the use of such compensatory time does not disrupt the operational needs and staffing requirements of the Ranger Department.

ARTICLE XXII FAMILY AND MEDICAL LEAVE ACT

22.01 Employees shall be granted Family and Medical Leave time without pay subject to the provisions contained in the current Employer Handbook. The Employer agrees that the benefits contained in the Employee Handbook for Family and Medical Leave without pay shall not be reduced or eliminated during the term of this Agreement for bargaining unit employees.

ARTICLE XXIII BEREAVEMENT LEAVE

23.01 Employees shall be granted time off with pay due to the death of an immediate family member. Bereavement leave shall be granted in accordance with the provisions of the current Employee Handbook. The Employer agrees that the benefits contained in the Employee Handbook for Bereavement Leave shall not be reduced or eliminated during the term of this Agreement for bargaining unit employees.

ARTICLE XXIV JURY DUTY

24.01 Employees shall be granted jury duty pay in accordance with the provisions of the current Employer Handbook. The Employer agrees that the benefits contained in the Employer Handbook for Jury Duty shall not be reduced or eliminated during the term of this Agreement for bargaining unit employees.

ARTICLE XXV WITNESS DUTY

25.01 Employees shall be granted pay to appear in court for witness duty in accordance with the provisions of the current Employee Handbook. The Employer agrees that the benefits contained in the Employee Handbook for Witness Duty shall not be reduced or eliminated during the terms of this Agreement for bargaining unit employees.

ARTICLE XXVI PERSONAL LEAVE

26.01 Employees shall be granted time off without pay for personal reasons in accordance with the provisions of the current Employee Handbook. The Employer agrees that the benefits contained in the Employer Handbook for Personal Leave without pay shall not be reduced or eliminated during the term of this Agreement for bargaining unit employees.

ARTICLE XXVII EMPLOYEE COMPLIMENTARY PRIVILEGES

27.01 Employees and their dependents are eligible for complimentary privileges to facilities and special events, discounts on programs, admissions and other privileges as contained in the Employee Handbook. Bargaining unit employees shall have the same privilege as all other Lake Metroparks employees during the term of this Agreement.

ARTICLE XXVIII

WAGES

28.01 Effective the first full pay period in April, 2009 all employees shall be paid a two percent (2%) increase over 2008 wage rates, and such wages shall be retroactive to April 1, 2009 upon ratification of this agreement. Wage rates for 2009 are as set forth in Appendix A. Additionally, employees shall also receive the average percentage of any cost of living, merit, or other wage or salary raise given to a non-exempt group of Lake Metroparks employees between April 2, 2009 and December 31, 2009, retroactive to the date such raise became effective for said non-exempt group.

28.02 The parties agree to reopen this Article on February 1, 2010 for 2010 wage increases, if any, and on February 1, 2011 for 2011 wage increases, if any. Such wage re-openers shall be in accordance with the statutory impasse resolution procedure contained in O.R.C. Chapter 4117, except that the Union need not file a notice to negotiate for the 2003 re-opener.

28.03 Employees who are called in to attend court or other duties (call-in or court time) shall receive a minimum of three (3) hours of pay, or hours actually worked in excess of three (3), at the applicable rate of pay.

ARTICLE XXIX

GRIEVANCE PROCEDURE

29.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a Union representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

29.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) Grievant - The "grievant" shall be defined as any employee, group of employees within the bargaining unit or the OPBA.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

29.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include the name and position of the grievant party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

- b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- e) The grievant may choose a Union representative to represent him at any step of the Grievance Procedure.
- f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance may be forwarded to the next step under the procedure. The time limits specified for either party may be extended only by written mutual agreement.
- g) This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

29.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1: An employee who believes he may have a grievance shall notify the Supervisor or his designee of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor or his designee will schedule an informal meeting with the employee and an OPBA representative, if such representation is requested by the employee, within five (5) days of the date of the notice by the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of Rangers or his designee within five (5) days of the informal meeting or notification of the Supervisor's or his designee's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Supervisor or his designee fails to give the employee an answer. The Chief or his designee shall give his answer within five (5) days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Executive Director within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Executive Director or his designee, shall convene a meeting within fifteen (15) days of the receipt of the appeal. The meeting will be held with the grievant,

his OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision. The Executive Director or his designee, shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XXX

ARBITRATION PROCEDURE

30.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and will choose one by the alternative strike method.

30.02 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

30.03 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

30.04 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

30.05 An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

30.06 The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE XXXI

GENDER AND PLURAL

31.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXXII

HEADINGS

32.01 The headings of sections and paragraphs, to the extent used herein, are used for references only, and in no way define, limit or describe the scope or intent of any provision hereof.

ARTICLE XXXIII

OBLIGATION TO NEGOTIATE

33.01 The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

33.02 Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any matter not covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXXIV

CONFORMITY TO LAW

34.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

34.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

34.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE XXXV

LEGISLATIVE APPROVAL

35.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXXVI

TOTAL AGREEMENT

36.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE XXXVII

DURATION

37.01 This Agreement shall become effective at 12:01 a.m. on the date of its execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, March 31, 2012.

ARTICLE XXXVIII

EXECUTION

38.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 26 day of OCTOBER, 2009.

FOR THE OPBA:

FOR LAKE METROPARKS:

Mitch Larson 10-26-09
Mitch Larson Date
Bargaining Unit Chairman

Mark P. Osterle 10/20/09
Mark Osterle Date
President, Board of Park Commissioners

Randall Ricciardo 10-26-09
Randall Ricciardo Date
Bargaining Unit Vice Chairman

Stephen Madewell 10/20/09
Stephen Madewell Date
Interim Executive Director

[Signature]
() Date
Deputy Director

APPROVED AS TO FORM:

Muriel Beaulieu 10/20
Legal Counsel Date

WAGE RATE, EFFECTIVE APRIL 1, 2009

Start	\$18.3382
1 st Year	\$19.4497
2 nd Year	\$20.6061
3 rd Year	\$21.8526
4 th Year	\$23.1591
5 th Year	\$24.5411
6 th Year	\$24.5411
Staff Ranger (7 th Yr.)	\$25.1546
Corporal Ranger (10 th Yr.)	\$25.7835

This agreement would classify the bargaining unit Rangers into (3) groups defined by years of service in grade.

Rangers within 1 to 6 years of service would be classified as "Field Rangers" and follow the above listed step plan from 0-5 years. The 6th year would be the same as the 5th year compensation.

Rangers within 7-9 years of service would be classified as "Staff Rangers" and compensated by an increase of 2½% rate of pay in addition to any other wage adjustments.

Rangers within their 10th year and above of service, will be classified as "Corporal Rangers" and compensated an increase of 2½% rate of pay in addition to any other wage adjustments.

Rangers with a status of Staff or Corporal classification will act as senior officers during training, incident commands, roll call or any other assignment delegated by a ranking officer.

To promote individual efficiency and service to Lake Metroparks, a Field Ranger may act in this capacity if delegated by a ranking officer without further compensation.

The 2.5% increase is based on full-time service only with Lake Metroparks. Part-time service or full-time service with another law enforcement agency is not applicable.

This is effective April 1, 2009.

APPENDIX A

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Lake Metroparks (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

CHIEF RANGER

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Executive Director if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

(If more space is needed, attach extra sheets of paper)

Signature: _____

Date: _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within 5 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will hold a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.
5. You will have 10 working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.
6. No recording will be made of the proceedings unless you or the Employer are informed and are provided a copy of the transcript of record within at least 5 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

UNION RIGHTS

.01 The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the Employer to represent the Union in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the Chief and the Employer.

.02 The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint or coercion from the Employer, and shall respect the rights of all employees of the Ranger Department.

.03 The Union shall have the right to solicit membership of all new employees and the Employer agrees not to interfere with the rights of employees to join and participate in lawful union activities.

.04 It is agreed that the employees of the Lake Metroparks shall regard themselves as public employees, and shall be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support and confidence of the general public.

.05 Elected or duly appointed Union Officers or authorized employees may be granted time off with pay at the Employer's discretion for their attendance at Union sponsored functions, subject to the following: 1) the time is applied for one (1) week in advance; 2) no additional men will be required to work as a result of the grant of time off, excluding trading of time, at no cost to the Employer.

STATE EMPLOYMENT
RELATIONS BOARD

RESOLUTION NO.: 2009-062

2009 OCT 30 P 12:45

LAKE METROPARKS

INTRODUCED BY: Mrs. Kessler

CONCORD, OHIO

A Resolution of the Board of Park Commissioners of Lake Metroparks to approve the Rangers Collective Bargaining Agreement, as attached.

Seconded by: Mr. Polivka

Ayes: 3
Nays: 0
Passed: unanimously

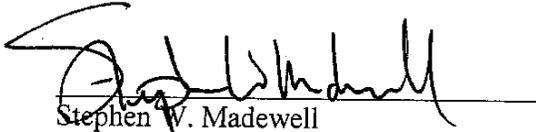
BOARD OF PARK COMMISSIONERS
LAKE METROPARKS



Mark P. Oesterle
President

ATTEST:

I hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Board of Park Commissioners of Lake Metroparks of the State of Ohio on the 21st day of October 2009.



Stephen W. Madewell
Interim Executive Director