



**AGREEMENT**

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02/21/2012

**Between**

**THE STARK COUNTY PARK DISTRICT**

**and**

**AFSCME, OHIO COUNCIL 8,  
LOCAL 2183**



**Effective: January 1, 2011  
Expires: December 31, 2013**

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**ARTICLE 1**  
**PURPOSE**

This Agreement, entered into between the Stark County Park District (hereinafter referred to as the Employer), and Local 2183 and Ohio Council 8, both of the American Federation of State, County and Municipal Employees Union, AFL-CIO (hereinafter referred to as the Union).

WHEREAS, this Agreement has as its purpose to provide a peaceful adjustment of differences between the Parties, to promote the interest of the employees, and to set forth herewith terms and conditions of employment, rates of pay, and hours of work for employees covered by this Agreement.

NOW THEREFORE, in consideration of these mutual covenants herein contained, the Parties agree as follows:

**ARTICLE 2**  
**RECOGNITION**

**Section 1.**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of employees of the Stark County Park District for the purpose of collective bargaining in any and all matters relating to wages, hours, benefits, terms, and all conditions of employment in the certified Bargaining Unit as follows:

INCLUDED: All full-time and regular part-time service and maintenance employees of the Stark County Park District.

EXCLUDED: All management level, supervisory, professional, student, and confidential employees as defined by O.R.C., Chapter 4117; all seasonal and casual employees as defined by the State Employment Relations Board. including; Park Director/Projects Manager, Superintendent of Maintenance, Receptionist, Educational Administrator, Animal Rehabilitation, Educational Naturalist I, Educational Naturalist II, Administrative Assistant/Office Manager, Finance Director, Financial Assistant, Volunteer Coordinator, Computer Systems Coordinator/Secretary to the Board, Concessions Manager, Sergeant, and Ranger.

**Section 2.**

The Employer shall notify the Union within ten (10) days of the establishment of any newly created Bargaining Unit job classification and the parties shall meet for the purpose of negotiating a wage rate and job description. In the event an agreement is not reached within thirty (30) days, the employer may unilaterally implement the wage rate, which if not agreed to may be submitted by the Union to mediation per this Agreement.

**Section 3.**

Employees of the Employer who are employed in classifications outside the Bargaining Unit and who become employed in Bargaining Unit covered classifications shall be considered

as a new employee for purposes of seniority under provisions of this Agreement. However, such employees shall receive credit for accumulated Sick Leave, Vacations, Retirement, or other type of benefits that are accrued.

**Section 4.**

Work that has traditionally been the exclusive work of Bargaining Unit members shall not be scheduled to be performed by non-Bargaining Unit, except as set forth in Article 34. This provision shall not be used to erode the Bargaining Unit.

**ARTICLE 3**  
**NON-DISCRIMINATION**

**Section 1.**

The Employer agrees not to discriminate against any employee because of age, race, sex, color, creed, national origin, Union activity, political affiliation, political activity, disability, or handicap.

**Section 2.**

Wherever the male pronoun or adjective is used herein, the female is also intended unless otherwise indicated.

**ARTICLE 4**  
**NO LOCKOUT, NO STRIKE**

**Section 1.**

The Employer will not lockout any employee, or employees, for the duration of this Agreement. Union agrees not to strike for the duration of this Agreement.

**ARTICLE 5**  
**CHECKOFF**

**Section 1.**

The Employer agrees to deduct Union dues, initiation fees, and assessments from the pay of any non-probationary employees within the Unit upon receipt of a voluntarily written authorization executed on an Authorization for Check off of Dues Form provided for that purpose. The Union shall notify the Employer of the amounts to be deducted.

**Section 2.**

Deductions will be made from the pay of employees each bi-weekly pay period. Should deductions not be made in such pay period, a double deduction shall be made in the next deduction period. Dues in arrears shall continue until the employee is current.

**Section 3.**

The Employer's obligation to make such deductions shall terminate automatically upon termination of the employment of the employee who signed the authorization or upon his transfer to a job with the Employer not covered by this Agreement.

**Section 4.**

Deductions provided in this Article shall be transmitted to the Controller of Ohio Council 8 no later than the tenth day following the pay from which dues are deducted. The Employer will furnish, together with its check for Union dues, an alphabetical list by job classification of all employees whose dues have been deducted showing the deductions and the employee's social security number. A copy shall be submitted to the Ohio Council 8 Akron Regional office and the Local Union at the same time.

**Section 5. Fair Share Fee**

All Bargaining Unit employees who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment. All Bargaining Unit employees who do not become members of the Union shall pay a fair share fee to the Union, as a condition of employment. This condition is effective ninety (90) calendar days from the employee's date of hire or the date this Agreement is signed by the Parties, whichever is later.

The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The deduction of fair share fees will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8.

Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein. A separate listing of those employees paying the fair share fee shall be submitted to the Union along with the check for the fair share fees, in the accordance with Section 4 of this Article.

Any employee who refuses to pay a fair share fee shall not be retained in the employ of the Employer, provided the Union has notified the Employer and the employee in writing by certified mail of such default, and said employee shall have failed to remedy the same within ten (10) days after receipt of such notice.

The Union hereby agrees to indemnify the Employer from any and all claims, suits, and judgments and other forms of liability, including all costs of proceedings, arising out of the Employer's agreement with the Union contained in Section 5 of this Article.

**ARTICLE 6**  
**MANAGEMENT (EMPLOYER) RIGHTS**

**Section 1.**

Except as limited by express provisions of this Agreement, the Employer shall have the right to:

1. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion of policy such as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of the Employer's operations;
4. Determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Employer as a governmental unit.

**Section 2.**

Management reserves the right to make reasonable Rules and Regulations regarding conduct of employment and employees. The Union may grieve a particular Rule or Regulation implemented by the Employer if the Rule adversely affects an employee and the Union alleges that the Rule is unreasonable.

Management reserves the right to make unilateral changes to any term(s) or condition(s) of employment that is/are impacted by SB-5; e.g., the formula for determination of sick leave is reduced to 3.1 hours for 80 hours worked. Management shall be permitted to make these types of changes when and if the law becomes effective.

**ARTICLE 7**  
**UNION ACTIVITY & UNION RIGHTS**

**Section 1.**

Accredited representatives of the Union shall have access to the Employer's facilities for the purpose of investigating grievances and meeting with local Union representatives, Employer representatives, and employees concerning matters covered by terms of the Agreement. Prior to performing any activity covered in this section, the Union representative shall get permission from the Employer, which shall not be unreasonably denied.

**Section 2.**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a lawful

primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another Union.

**Section 3.**

Any alleged violation of Union rights is subject to immediate review at Step 3 of the Grievance Procedure.

**ARTICLE 8**  
**UNION BULLETIN BOARDS**

**Section 1.**

The Employer shall provide bulletin boards in areas of work for Bargaining Unit employees. The bulletin boards shall be used for posting Union literature, Union information, government required postings, and other miscellaneous job related postings.

**ARTICLE 9**  
**UNION REPRESENTATION**

**Section 1.**

Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration Procedure of this Agreement shall be known as Stewards, and each Steward shall be permitted an alternate steward who shall be recognized and permitted to act as Steward only when the regular Steward is absent from work. The Union shall designate the area each Steward shall be permitted to represent.

**Section 2. Grievance Committee**

There shall be a grievance committee comprised of the Local Union President and two (2) Stewards who shall be permitted to investigate and process-advanced grievances during working hours without loss of pay.

**Section 3. Stewards**

Upon notification and permission of the supervisor, Stewards shall be permitted to investigate and process grievances during working hours without loss of pay.

**Section 4. Meeting with Council 8 Representatives**

Upon notification and permission of the Director, the grievance committee shall be permitted to meet with Council 8 Representatives and the Local Union President concerning provisions of this Agreement during working time without loss of pay.

**Section 5. Notification of Union Representatives**

The Union will notify the Employer of the names of Union officers and Stewards. The Union will also notify the Employer of changes that take place.

**ARTICLE 10**  
**DISCIPLINE**

**Section 1.**

Employees may be disciplined, suspended, or discharged for just cause.

**Section 2.**

Any discipline against an employee must be taken within twenty (20) working days from the time the Employer has knowledge of the event unless extended by mutual agreement.

An employee shall have the right of a Union representative at any step of the disciplinary process or counseling session for the purpose of resolving any dispute.

**Section 3.**

Any discipline on an employee's record shall cease to have effect after a period of twelve (12) months, and shall thereafter not be used against the employee in any manner except for gross misconduct.

**Section 4.**

All notices dealing with discipline shall state the type and amount of discipline imposed and all the reasons for the disciplinary actions taken. The employee and Union shall receive a copy of any written disciplinary action at the time of discipline.

**Section 5.**

The Employer agrees to follow a progressive disciplinary process when appropriate when initiating discipline against an employee. Progressive discipline shall consist of verbal and written warnings, suspensions, and at last resort, termination. Progressive discipline shall not be followed in cases involving insubordination or gross misconduct. Some examples of gross misconduct are thefts, insubordination, fighting, and illegal conduct.

**Section 6.**

Any suspension shall be for a specific number of consecutive days which the employee would regularly be scheduled to work. Holidays occurring during a period of suspension shall not be counted as days for the purpose of suspension.

**Section 7.**

Employee grievances regarding suspensions and/or discharge may be initiated at Step 3 of the Grievance Procedure.

**Section 8.**

Any employee disciplined with suspension or discharge shall not be required to leave the premises until the employee has an interview with the employee's local Union representative. This provision does not include conduct which is of a criminal nature.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

**Section 1.**

Should any dispute or grievance arise between the Employer and an employee or Employer and Union regarding interpretation and/or application of or compliance with any provision of this Agreement, including disciplinary action, the grievance procedure stated in this article shall be the exclusive remedy for resolving such disputes, as described below:

**Step 1.**

An employee who has a grievance will, within five (5) working days after the grievance arises, take it up orally with his immediate supervisor and may at their request have his/her Steward present,. The supervisor shall give his response within five (5) working days after the grievance is presented to him. If the supervisor fails to meet and/or timely respond, the grievance automatically proceeds to the next step.

**Step 2.**

If the grievance is not satisfactorily settled at Step 1, the grievant may, within five (5) working days, file a written grievance on a grievance form supplied by the Union. The Department Head shall meet with the Employee and/or Steward to review the matter within five (5) working days after the grievance has been filed and shall provide a written answer on the grievance form within five (5) working days after such meeting. If the Employer fails to meet and/or timely respond, the grievance automatically proceeds to the next step.

**Step 3.**

If the grievance is not satisfactorily settled at Step 2, the Steward may, within five (5) working days, appeal in writing to the Director of the Stark County Park District or his Representative. The Park Director or his representative shall, within five (5) working days, schedule a meeting on the appeal with the grievance committee. The Park Director or his representative shall give his answer to the grievance on the grievance form within five (5) working days of said meeting. The Ohio Council 8 Regional Director or members of the Regional Director's staff may attend any Step 3 meeting. A copy of the answer shall also be submitted to Ohio Council 8 within five (5) working days after such Step 3 meeting. If a meeting or answer is not timely made by the Director or his representative, the grievance will automatically proceed to the next step.

- (1) A policy grievance which affects all or a substantial group of employees and arises from the same event or set of facts may initially be presented by the Union itself at Step 3 of the Grievance Procedure.
- (2) Grievances involving the discharge of an employee or any other running-back-pay liability case may be brought initially at Step 3 of the Grievance Procedure.

#### **Step 4.**

If the grievance is not satisfactorily settled at Step 3, it may be submitted for arbitration upon request of an AFSCME Council 8 Representative within thirty (30) working days, in accordance with Section 4 of this Article.

#### **Section 2.**

The time limits provided for in this Article may be extended by mutual agreement of the Employer and the Union. "Working days" as used in this Article shall not include Saturdays, Sundays, or Holidays. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under the Agreement. Any disposition of a grievance between the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union, and the employees. The Union shall have the right to withdraw any grievances from the Grievance Procedure, and the withdrawal of any grievances shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

#### **Section 3. Grievance Mediation**

Prior to proceeding to Step 4 Arbitration, the Union and Employer may mutually agree to submit the dispute to grievance mediation as agreed to between the parties. Parties agree to a closed panel of mediators during the term of this Agreement. The mediators shall be Rob Stein, Nels Nelson, and Dennis Byrne.

All grievances that have been appealed to arbitration may be referred to mediation unless either party determines not to mediate a particular grievance. Referral to mediation automatically stays the arbitration procedure.

1. Each member of the mediation panel may be asked to provide a schedule of available dates, and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day. Mediation shall be scheduled on a rotating basis among the panel members to the extent schedules allow.
2. The Union may select the Bargaining Unit members that it wants at mediation.
3. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a mediated grievance is appealed to arbitration, no reference may be made in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing.
4. At the mediation conference, the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

5. The dates, times, and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling a mediation session.
6. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. The parties shall share fees and expenses for grievance mediation equally.

#### **Section 4. Arbitration Procedure**

1. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.
2. In the event that the Grievance is not resolved at Step 3, the Union may request arbitration within thirty (30) working days of receipt of the decision of the Director or his Representative. Such request shall be in writing.
3. Within ten (10) working days after Arbitration is requested, the parties shall attempt to select an Arbitrator by mutual agreement. If such agreement is not reached, the Union may request a list of seven Arbitrators from the Federal Mediation and Conciliation Services within ten (10) working days.
4. The losing party shall pay the fees and expenses of the arbitrators. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The arbitrator shall not have the power to add to, subtract from, or modify any terms or conditions of this Agreement. All decisions of the arbitrator shall be consistent with his/her jurisdiction, power, and authority as set forth herein. The arbitrator shall render a written decision to the parties within thirty (30) days of the close of the hearing.
5. The parties acknowledge that, pursuant to 4117.10(A), this Agreement provides for the final and binding arbitration of grievances. Therefore, the Employer, Bargaining Unit Employees, and AFSCME are subject solely to this grievance and arbitration procedure, and the State Personnel Board of Review or the Civil Service Commission have no jurisdiction to receive and determine any appeals relating to matters that are subject to this grievance and final and binding arbitration procedure.

#### **Section 5.**

Employee Union witnesses, the grievant, and the employee Union representatives shall not lose pay for attendance at arbitration and/or mediation proceedings.

**ARTICLE 12**  
**PROBATIONARY PERIOD**

**Section 1.**

Newly hired employees shall be probationary employees for a period of ninety (90) workdays. A workday is defined as a day that the probationary employee actually works at the Park District. During the probationary employee's probationary period, he/she may be terminated by the employer for any reason and the probationary employee shall have no recourse to the grievance procedure or any other procedure or forum at the Stark County Park District.

**ARTICLE 13**  
**SENIORITY**

**Section 1. Definition**

Seniority is an employee's uninterrupted length of continuous service with the Employer including any approved leaves of absence. Newly hired probationary employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire.

**Section 2. Seniority Posting**

The Employer shall post a copy of the seniority list showing the seniority of each employee listed by job classification and department on each Employer bulletin board. The Seniority List shall be updated as needed.

**Section 3. Loss of Seniority**

An employee shall lose all seniority rights for any one or more of the following reasons;

1. Retirement;
2. Voluntary resignation;
3. Discharge, subject to grievance procedure;
4. Failure to return to work within three (3) days after expiration of an approved leave of absence, unless there is a reasonable extenuating circumstance for the failure to do so.
5. Job abandonment, defined as failure to show up for work and/or failure to notify the employer for three (3) consecutive days from any scheduled work-day, unless there are reasonable extenuating circumstances for the failure to do so;
6. If the employee is recalled from layoff and fails to return to work within fourteen (14) calendar days, or as otherwise agreed between the Employer and employee.

**Section 4.**

An employee who moves from the Bargaining Unit to a non-Bargaining Unit position shall lose all seniority in the Bargaining Unit. If such employee returns to the Bargaining Unit, after 90 days and/or into a different position, the employee will be considered a new employee per Article 12. Such employee shall maintain credit for vacation, retirement, sick leave, and other benefits of this type that are accrued by seniority or hours worked.

**ARTICLE 14**  
**LAYOFF AND RECALL**

**Section 1. Layoff Notice**

When layoffs within the Bargaining Unit are to be made for lack of work or lack of funds, the Union and the Employer shall meet to discuss alternatives to layoff.

Whenever it becomes necessary to reduce the workforce, the Employer shall layoff in the Bargaining Unit in the following manner:

1. Any temporary, part-time, casual, or seasonal employees within the Bargaining Unit or who are doing Bargaining Unit work shall be first to be laid off.
2. Any probationary employees within the Bargaining Unit shall be next to be laid off.
3. Next to be laid off will be full-time employees, starting with employees with least seniority within the affected classification.
4. To avoid layoff, an employee(s) may use seniority to bump a less senior employee where the employee is qualified to perform the job. When an employee exercises his/her right to bump, the employee will be paid the step and the rate of the job to which that employee bumps. No employee shall be hired in a Bargaining Unit classification that has Bargaining Unit members on layoff or bumped out of their classifications.
5. The Employer will provide fourteen (14) working days advance notice of a layoff to those employees affected by the layoff. Any such notice shall be provided simultaneously to the Union. Such notice shall contain effective date of layoff and reason for layoff.
6. When affected employees have a tie in seniority date, layoff shall be determined by a coin toss.
7. Employees shall have two (2) working days from receipt of notice of layoff to inform the Employer, in writing, of their election under Section D. The Employer shall have two (2) working days to confirm or deny the employee's option to bump in conformance with Section 1 (D) of this Article.
8. An employee shall have the option of either accepting work in any classification into which the employee can bump or accepting the layoff at the employee's discretion.
9. Employees who opt for layoff will not have unemployment challenged by the Employer.
10. Employees who are on layoff will be notified of job postings which occur during

the layoff period and shall be considered for the opening pursuant to Article 15.

### **Section 2. Recall**

1. Recall of employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be first by telephone and sent by certified mail the same day. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last known address provided by the employee.
2. The recall employee shall have up to fourteen (14) calendar days following receipt of the recall notice to notify the Employer of his intent to return to work, and shall have fourteen (14) calendar days in which to report for duty. In the event extenuating circumstances, such as illness or injury, a different date for returning to work may be agreed upon by the Employer and employee, not to exceed thirty (30) calendar days. In the event of extenuating circumstances the recall employee shall be bypassed for recall, but remain on the recall list.
3. An employee shall maintain recall rights for two (2) years. The Employer shall maintain a recall list and shall provide a copy to the Union.
  - a. The recall right is revoked if an employee informs the Employer of other employment and/or offers a resignation. An employee that fails to report to work on the date specified in the recall notice or as agreed to by the Employer and employee shall be deemed to have declined re-employment and shall lose their right to recall.
  - b. No vacancy postings in any classifications will be posted, or new employees hired or promoted into a classification in which employees are on layoff, until such time as the recall list has been exhausted.

## **ARTICLE 15**

### **PROMOTION/TRANSFERS/TEMPORARY TRANSFERS**

#### **Section 1. Job Postings**

When the Employer determines that there is a permanent vacancy in an existing Bargaining Unit job, or a new job within the Bargaining Unit, the following procedures shall be utilized by the Employer to fill the vacancy:

1. Notice of vacancy or new job shall be posted on all Union bulletin boards for ten (10) working days.
2. During the ten (10) working day period, an employee(s) may bid for the posted opening. The bid application must be in writing, signed by employee(s), dated, and submitted to the Employer. Forms used for this purpose shall be provided by

the Employer.

3. Job Postings shall indicate the classification, rate of pay, shift, department, and duties of said position.
4. Where there is a qualified bidder, the Employer shall award the job to the most capable and qualified bidder. Where the qualifications and capabilities of candidates are relatively equal, seniority shall be the determining factor.
5. If there is not a qualified bidder, the Employer may fill the vacancy by hiring, promoting, or transferring from outside the Bargaining Unit.

### **Section 2. Promotional Trial Period**

The promoted employee shall have a trial period of ninety (90) calendar days. During this trial period, the employee shall have reasonable help and supervision. If the promoted employee fails thereafter to meet performance expectations during the trial period, at the Employer's discretion the employee may be placed into his former position (job classification). If the former position has been eliminated, the employee would be placed in a substantially equal position to his former position.

### **Section 3. Temporary Transfers**

1. In connection with the efficient operation of the business, the Employer has the right to temporarily transfer an employee to a different classification to fill in for vacations, to fill in for sick leave, to fill in for emergencies or temporary vacancies. Such transfers shall not exceed ninety (90) calendar days unless mutually agreed to between the Union and Employer. The Employer would retain the Management Right to assign the employee deemed most qualified.
2. An employee transferred to a lower paying classification shall receive his regular rate of pay for the duration of the temporary transfer.
3. When an employee is assigned to a higher paying position during the season, April 1<sup>st</sup> (4/1) through Thanksgiving, for five (5) consecutive work days, on the sixth (6<sup>th</sup>) day and for all subsequent days during the season, he/she shall be entitled to a pay supplement. As a supplement, said employee shall be entitled to receive seventy-five percent (75%) of the difference of his/her rate and the rate of the person being replaced, or five percent (5%) above the employee's current rate, whichever scenario results in a higher rate of pay.

**ARTICLE 16**  
**HOURS OF WORK/OVERTIME**

**Section 1. Hours**

1. **Workday** - A workday is defined as a period of twenty-four (24) consecutive hours and, unless determined otherwise by management, corresponds to the calendar day.
2. **Workweek** - A workweek is defined as a period of seven (7) consecutive workdays and, unless determined otherwise by management, corresponds to 12:01 AM Thursday through 12:00 Midnight the following Wednesday. A typical work week consists of forty (40) hours per week **for full-time employees**. When a change of schedule is contemplated in other than an emergency situation, management will make reasonable efforts to provide affected employees with reasonable advance notice. Employees are expected to work all hours as scheduled and/or directed.

A workweek for part-time employees is defined as a period of seven (7) consecutive workdays and, unless determined otherwise by management, corresponds to 12:01 AM Thursday through 12:00 Midnight the following Wednesday. A typical work week for part-time employees consists of thirty-two (32) hours per-week, and shall not exceed 1870 hours in a one (1) year period, from hire date. Work hours may fluctuate based on Employer's need. Work hours will be equalized among part-time employees whenever practicable. When a change of schedule is contemplated in other than an emergency situation, management will make reasonable efforts to provide affected employees with reasonable advance notice. Employees are expected to work all hours as scheduled and/or directed.

3. **Shifts** - Due to the seasonal nature of the work in the Stark County Park District, normal non-emergency shifts shall be determined by the supervisor and/or crew leader and will normally be five (5) eight (8) hour per day shifts or four (4) ten (10) hour per day shifts. The normal non-emergency shifts for all part-time employees shall be determined by the supervisor and/or crew leader. The shifts for part-time employees may vary.
4. **Lunch Breaks** - Employees are permitted a lunch period of ½ hour paid lunch after five (5) consecutive hours of work. During this lunch break, employees may be required to work at the supervisor's discretion.
5. **Breaks** - Breaks shall be scheduled by the supervisor or crew leader when appropriate not to exceed two (2) fifteen (15) minute break periods.

**Section 2. Overtime**

Each department shall establish a procedure to attempt to equalize overtime within a crew. The department head/crew leader shall meet with the crew and establish said procedure. The remedy for any violation of failing to equalize overtime shall be to offer an aggrieved employee the next available overtime for which the aggrieved employee is qualified. For purposes of computing overtime, credit shall be given for all worked time. Paid Vacation and Holiday pay shall be considered as time worked for computation of overtime. Employees will be paid one and one-half (1 ½) times their applicable hourly rate for all time considered time worked in excess of forty (40) hours per week.

**Section 3. Compensatory Time**

Compensatory time is defined as overtime hours that are accumulated in lieu of payment for overtime. Compensatory time hours may be utilized by the employee with the approval of his supervisor. Employees may elect to be paid overtime pay for up to fifty (50) percent of their overtime hours, and their remaining overtime hours will be paid as compensatory time off in lieu of overtime pay. The accumulation of compensatory time shall not exceed 480 hours. Any compensatory time accumulated through the season, April 1<sup>st</sup> (4/1) through Thanksgiving, must be exhausted prior to March 31<sup>st</sup> of the next year.

**ARTICLE 17**  
**LEAVES OF ABSENCE**

**Section 1. Types of Leave**

Leaves of absence, whether paid or unpaid, and any extensions thereof must be applied for in writing by the employee on a form to be provided by the Employer. An employee must give the Employer the form requesting the leave of absence at least thirty (30) days prior to the beginning of the leave if the need for leave is foreseeable. If the leave is not foreseeable, notice must be given as soon as the employee is aware of the need for leave. Where the employee may need intermittent leave the employee must consult with the employer and make a reasonable effort to schedule the leave to prevent undue disruption of the Employer's operation. Any request for a leave of absence shall be answered in writing promptly, and the reason for any denial shall be given. An approved copy of any leave of absence granted under this Article will be furnished to the employee.

A leave of absence is defined as a period of a time that an employee is not at work for reasons other than sick leave of three (3) consecutive workdays or less, vacation time, holidays, or scheduled comp time.

Employees shall apply for and may be granted, if the employee qualifies, the following types of leaves of absence in accordance with Park District:

1. Personal Leave;
2. Court Leave;
3. Bereavement Leave;
4. Military Leave; and
5. Leave under the Family & Medical Leave Act.

Forms for requesting leave will be provided by the Employer.

**Section 2. Early Return**

An employee may, upon request, return to work prior to the expiration of any leave of absence, if the Employer agrees to such early return. An employee's request may not be arbitrarily denied.

**Section 3. Return to Duty (NEW Section)**

Any employee who has been off work due to medical leave shall submit a medical certificate indicating fitness to return to duty.

**Section 4. Maintenance of Benefits**

During any paid leave of absence, all employee benefits shall continue, provided he/she has enough paid leave to cover his/her portion of the premiums. If leave is unpaid, any Employee premiums will be the responsibility of the Employee, payable by the 1<sup>st</sup> of the month to the Stark County Commissioners.

If an Employee fails to pay his/her portion of the premiums, upon return to work the premiums will be payroll deducted to bring the Employee current.

If an Employee fails to return to work after an approved leave of absence, the Employee may be required to reimburse the Employer for payment of employee premiums.

**Section 5 Length of Leave.**

The length of an employee's leave for medical related reasons will be the amount of his/her accumulated sick leave or 12 weeks, whichever is greater.

**Section 6. Return from Leave**

Upon returning from leave, the employee will be returned to the job classification, department, and shift, or to a substantially similar position to the one which the employee formerly held at the current rate of pay.

**Section 7. Workers' Compensation**

In cases of certified industrial illness or injury, a leave of absence may be granted when appropriately supported by medical evidence, in accordance with any State and Federal Law.

**Section 8. Military Service**

An eligible employee will be granted a leave of absence for military duty in accordance with State and Federal Law.

**Section 9. Maternity/Paternity Leave**

Maternity/Paternity leave will be granted based upon the same facts and circumstances as any other requests for non-occupational medical leave.

**Section 10. Other Employment**

The Parties agree that other employment is not a valid reason for the granting of any Leave of Absence.

**Section 11. Family Medical Leave Act**

Employees may apply for leave pursuant to the Family Medical Leave Act. The Employer shall process such requests and advise the employee of his/her rights under said Act in accordance with Park District Rules & Policy.

Under the Park Districts Family Medical Leave Policy, an employee may be granted up to twelve (12) weeks of unpaid leave or the amount of his/her accumulated sick leave, **whichever is greater**, during any twelve (12) month period for any qualifying event pursuant to the Family Medical Leave Act .

Employees are required to use paid leave prior to the use of unpaid leave. The employees' accumulated leave shall be used in the following order: sick leave, comp time, and then vacation leave.

**ARTICLE 18**  
**HOLIDAYS**

**Section 1.**

Employees shall receive the following paid holidays each year of the Agreement. Holiday pay shall also include shift differential where applicable:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. July 4<sup>th</sup>
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

The aforementioned holidays will be celebrated pursuant to the notice given annually by the Stark County Commissioners.

**Section 2.**

Employees scheduled to work any of the above holidays shall be paid eight (8) hours holiday pay plus time and a half for all hours worked.

Holiday pay for part-time employees shall be prorated based on hours worked during the pay period in which the holiday occurs.

**Section 3.**

1. If a holiday falls during an employee's vacation period, he shall be paid for the holiday, or may extend his vacation accordingly upon notification to and approval of the supervisor.

2. If a holiday is observed while an employee is on paid sick leave, he shall be paid holiday pay for the holiday and shall not be charged a sick day. For example, if an employee is off the entire week the July 4<sup>th</sup> holiday falls, he shall receive one (1) day holiday pay and four (4) days sick leave totaling 40 hours of pay.
3. An employee who reports off on sick leave the day before or the day after a holiday will be required to furnish the Employer a certificate signed by a medical doctor indicating he/she was physically unable to work that day(s) in order to be entitled to holiday pay. Failure to provide said certificate shall automatically disqualify the employee from holiday pay. In addition, employees who falsify a sick leave request form shall be subject to immediate termination per the rules and regulations of the Stark County Park District.
4. Holiday pay shall be considered as time worked for payroll purposes under this Agreement.

**ARTICLE 19**  
**VACATION**

**Section 1.**

Employees in the Bargaining Unit shall be eligible to receive paid vacation each year in accordance with the following schedule:

Years of Service	Period of Paid Vacation (Hours)
1 year to 7 years	80 hours
8 years to 14 years	120 hours
15 years to 24 years	160 hours
25 years or over	200 hours

1. In accordance with the above schedule and the table attached as Schedule "D", on the first day of the eighth (8<sup>th</sup>) year of service, employees will be credited one week of vacation and then they will begin to accrue vacation at the rate of four point six (4.6) hours of vacation per eighty (80) hours time worked. On the first day of the fifteenth (15<sup>th</sup>) year of service, employees will be credited one week (40) hours of vacation, and then they will begin to accrue vacation time at the rate of six point two (6.2) hours of vacation per eighty (80) hours time worked. On the first day of the twenty fifth (25<sup>th</sup>) year of service, employees will be credited one week (40 hours) of vacation, and then they will begin to accrue vacation time at the rate of seven point seven (7.7) hours of vacation per eighty (80) hours time worked.
2. For purposes of administering vacations, the workweek shall be considered Monday through Friday and all days therein shall be deemed working days.

3. Vacations become due on the employee's anniversary hire date. Additional vacation time becomes due on a pro-rata basis, pursuant to the aforementioned vacation schedule, every pay period that an employee works, as calculated by the County Auditor pursuant to the County formula. Vacation shall be taken during a one-year period after the vacation becomes due. Vacations may be taken in increments of not less than one (1) hour, as approved by the employee's supervisor. An employee may opt to use any vacation period by request to the employee's immediate supervisor. Vacation preferences shall be based on seniority. Vacation time off must be scheduled consistent with departmental needs and advance management approval.
4. An employee must use any vacation during the vacation year that it is due. An employee may request to carry over unused vacation if exceptional circumstances prohibited the employee from using his vacation during the appropriate year. Failure to take vacation by the employee in accordance with the above will result in the scheduling of vacation at the direction of the employer.
5. Upon retirement, an employee shall be paid for 100% of the employee's accrued but unused vacation at the employee's current rate of pay.
6. In the event of the death of an employee, the employee's estate or designated beneficiary shall be paid at 100% of the employee's accrued but unused vacation at the employee's current rate of pay.
7. Vacation time "scheduled" will not be changed to compensatory time by Management unless agreed to by the employee.
8. Scheduled vacation time shall be considered as time worked for payroll purposes under this Agreement.

## **ARTICLE 20** **FUNERAL LEAVE**

### **Section 1.**

An employee absent from work due to the death of a spouse, child, adopted child, step child, step parent, mother, father, sister, brother, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, or father-in-law, shall be entitled to utilize up to three (3) days of accumulated sick leave for funeral related activities. For deaths out of state, the employee shall be entitled to utilize up to five (5) days of accumulated sick leave for funeral related activities.

### **Section 2.**

In the case of a newly hired employee with six (6) months or less service, he/she may borrow against future sick leave accumulation for purposes of attending a funeral pursuant to section 1 above, at the discretion of the Director.

**ARTICLE 21**  
**HEALTH AND LIFE INSURANCE BENEFITS**

**Section 1 Group Health Insurance**

The Employer shall provide all employees covered by this Agreement with a group Medical Plan. This Stark County Medical Plan is incorporated by reference into this Agreement as if fully written herein. The Employer retains the right to change the carrier or network.

**Section 2. Employee Contribution**

Effective January 1, 2011 Employees shall contribute 10% per month for family and 10% per month for single coverage or the amount determined by Ohio Revised Code, whichever is greater. With proof of other coverage, (a plan other than one offered by the Stark County Commissioners), an employee may elect to receive \$100.00 per pay in lieu of participation in the Health Insurance Plan, as long as the incentive is offered through the Stark County Commissioners.

**Section 3. Life Insurance**

Employees shall purchase Life Insurance for the duration of this Agreement pursuant to the Group Life Insurance Plan. This plan is incorporated by reference into this Agreement as if fully rewritten herein.

**Section 4. Health Care Committee**

The Parties agree to participate in the establishment of a county wide Health Care Committee which would include Staff Representatives for all Bargaining Units, Local Representatives for all Bargaining Units, Stark County Directors, Appointing Authorities, Managers and/or their designees, representative(s) of the Stark County Commissioners, and non-Bargaining Unit Stark County employees. The Committee will meet in order to draft guidelines and procedures and to review potential Health Care changes for all Stark County employees. The Committee's goal shall be to provide cost effective, high quality healthcare coverage to all Stark County employees.

**Section 5. Health Care Re-Opener Clause**

Should the Section 4 Health Care Committee be unable to agree upon and gain ratification on a County Wide Health Care plan, the Employer or AFSCME would reserve the right to re-open this Collective Bargaining Agreement for the specific purpose of making uniform changes in the Stark County Wide insuring agreement. If either Party moves to re-open this Agreement for County Wide Health Insurance, that Party will serve the other Party with a State Employment Relations Board (SERB) Notice to Negotiate and such negotiations shall be held pursuant to the provisions of ORC 4117.

**ARTICLE 22**  
**SICK LEAVE**

**Section 1.**

Each Bargaining Unit Member employee shall be entitled, for each completed eighty (80) hours of service, to sick leave of four and six-tenths (4.6) hours with pay. Employees may use sick leave for absence due to personal illness, pregnancy, injury, and illness or injury in the employee's immediate family.

Immediate family for purposes of sick leave shall mean an employee's spouse, parents, children, or a legal guardian.

Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of no less than one (1) hour for every one (1) hour of absence from previously scheduled work.

The Employer shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. For sick leave of three (3) or more consecutive days, a certificate from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Sick time shall not be considered as time worked for payroll purposes under this Agreement.

An employee who reports off on sick leave the day before or the day after a holiday or scheduled vacation day will be required to furnish the Employer a certificate signed by a medical doctor indicating he/she was physically unable to work that day(s). If the employee does not provide the required documentation, he/she will not be entitled to holiday pay and/or he/she will have to take the time off in question as vacation. Failure to provide said certificate shall automatically disqualify the employee from holiday pay. In addition, employees who falsify a sick leave request form shall be subject to immediate termination per the rules and regulations of the Stark County Park District.

**Section 2.**

Upon retirement/termination of employment, an employee with at least ten (10) years of service in any public agency shall be paid, if requested, for 25% of the employee's unused accumulated sick leave at the employee's current rate of pay up to a maximum of thirty (30) days. In the event of death, this payment shall be made to the employee's estate or the person to whom the employee has designated such payment be made. This opportunity exists once in an employee's life of public service.

**Section 3.**

An employee who utilizes paid sick leave for purposes of a certified Workers' Compensation illness or injury may have such sick leave credited back to the employee's sick leave accumulation provided the employee reimburses the Employer for the total cost of any sick leave paid.

**ARTICLE 23**  
**CIVIC DUTY LEAVE**

**Section 1.**

An employee who is summoned for Jury Duty shall be excused from work with pay for the duration of such service. The employee shall be required to reimburse to the Employer any remuneration received for such appearance.

**Section 2.**

An employee who is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action, shall be excused from work with pay for the duration of such appearance. The employee shall be required to reimburse the Employer any remuneration received for such appearance.

**Section 3.**

Hours paid under this Civic Duty Leave Article shall not be considered as time worked for overtime calculation purposes under this Agreement.

**ARTICLE 24**  
**REPORT IN PAY**

**Section 1.**

An employee who reports to work on a scheduled workday shall be provided a minimum of two (2) hours pay at the employee's current rate. The Employer reserves the right to assign the employee to do available work for the duration of the scheduled shift or any part thereof.

**ARTICLE 25**  
**CALL IN PAY**

**Section 1.**

When an employee is called to work outside his normally scheduled hours and does report to work, he shall be guaranteed a minimum of two (2) hours pay or the time he actually works, whichever is greater, at his current rate.

**ARTICLE 26**  
**EMPLOYEE LIABILITY PROTECTION**

**Section 1.**

Any employee who is named as a party to any lawsuit or any other type of litigation as a result of performing duties within the scope of and during the course of his employment with the employer shall be held harmless by the Employer and represented at the Employer's cost in any litigation.

**Section 2.**

An employee who acts outside the scope of and/or course of his employment shall be responsible for all his actions and not represented by the Employer resulting from such conduct.

**ARTICLE 27**  
**JOB DESCRIPTIONS**

**Section 1.**

Job descriptions shall be those in effect at the beginning of this contract and may be changed by the Employer subject to the Union's right to negotiate the impact of said change(s). In case of an impasse, the Employer has the right to implement the change, and the Union has the right to grieve the change.

**ARTICLE 28**  
**PERSONNEL RECORD**

**Section 1.**

An employee shall have the right to inspect and copy his personnel record upon notification to the employee's Supervisor. The employee may, in the Supervisor's (or the Supervisor's designee's) presence: compile, date, and insert in said record a list of the documents he finds therein.

**Section 2.**

A record, which indicates that an employee has been subject to discipline must be signed or initialed by the employee. The signing of any materials by the employee will not necessarily indicate an agreement by the employee. An employee who refuses to sign off on a disciplinary record will be subject to discipline up to and including discharge for insubordination.

**Section 3.**

An accredited "Union" representative of AFSCME shall have the right to inspect an employee's personnel record subject to the notification as provided under Section 1. The Parties agree the AFSCME Representative shall not review an employee's medical records unless the employee has executed a waiver permitting such review.

**ARTICLE 29**  
**LABOR MANAGEMENT COMMITTEE**

**Section 1.**

There shall be semi-annual meetings of the Employer Representatives, the Local Union President, and Stewards of the Union. Representatives of Ohio Council 8 may also be in attendance. Such meetings shall be held twice each calendar year or as often as deemed needed by the Parties. Labor Management meetings shall be held at a mutually agreed time and location. The purpose of the meetings shall be to discuss matters affecting Bargaining Unit employees.

The Union shall submit an agenda of items to be discussed prior to the meeting. The Employer shall give its response to each item in writing to the Union within five (5) days subsequent to the meeting.

**ARTICLE 30**  
**SAFETY AND HEALTH**

**Section 1.**

The Employer shall make reasonable provisions for the safety and health of the employees on the Employer's premises during hours of employment. All equipment shall be maintained in safe operating condition at all times. Employee concerns regarding unsafe conditions must be brought to the supervisor's immediate attention. Safety concerns shall be given top priority by Park Division Management and appropriate action taken if necessary.

**ARTICLE 31**  
**HARASSMENT**

**Section 1.**

The Employer agrees that employees are entitled to work in a place free from sexual harassment and/or other harassment and any behavior that violates civil rights under Title VII.

**Section 2.**

Complaints of sexual or other harassment must be brought directly to the Employer by the affected employee. Such complaint(s) shall be investigated promptly and proper remedial action shall be taken where the Employer determines that such action is required. An employee who contends he/she is aggrieved must utilize the grievance procedure as provided for in this Agreement.

**Section 3.**

Sexual harassment is defined as conduct involving unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is either an explicit or implicit term or condition of employment.
2. Submission to, or rejection of the conduct, is used as the basis for employment decisions.
3. Such conduct has the purpose or effect of unreasonably interfering with a reasonable individual's work performance or creating an intimidating, hostile, or offensive working environment.

**Section 4.**

Sexual harassment and/or other harassment includes a wide range of unwanted behavior,

including, but not limited to:

1. Physical abuse;
2. Verbal abuse;
3. Visual abuse.

**ARTICLE 32**  
**PUBLIC EMPLOYEE'S RETIREMENT SYSTEM (PERS)**

**Section 1.**

Effective the date of this Agreement, the employee and the Employer agree to pay their respective contributions to the Public Employment Retirement System as established by the Public Employee Retirement System on behalf of the employee.

**ARTICLE 33**  
**P.E.O.P.L.E. DEDUCTIONS**

**Section 1.**

The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card attached hereto as Appendix "B", no later than the tenth (10<sup>th</sup>) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

**ARTICLE 34**  
**NON-BARGAINING UNIT LABOR**

**Section 1.**

This provision shall not be used by the Employer to erode the Bargaining Unit members.

The Employer reserves the right to use non-Bargaining Unit staff, management and to contract out Bargaining Unit work under the following circumstances:

1. Existing employees are not capable of performing the work;
2. The Employer lacks the equipment and/or expertise and/or personnel to perform the work; and in
3. Emergency situations.
4. Volunteers will continue to be used in any capacity as a means of involving the public in park operations and saving overhead costs for the park as they have historically been used.

5. Bargaining unit members will cooperate and participate in contract projects as required by the Employer.

**Section 2.**

Supervisor may perform duties normally assigned to bargaining unit employees. Supervisors are working supervisors. No Supervisor shall be used to prevent Bargaining Unit employees from working their regularly scheduled hours (40 hours per work week for full-time).

**ARTICLE 35**  
**UNION CONVENTIONS AND CONFERENCES**

**Section 1.**

The Local Union shall be permitted to use paid time off up to a maximum of forty (40) hours per year to attend the International Union Convention, Ohio Council 8 Convention, and other official Union business functions.

**ARTICLE 36**  
**SUCCESSOR CLAUSE**

**Section 1.**

This Agreement shall be binding upon the successors and assignees of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sales, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, of management of either party hereto.

**ARTICLE 37**  
**SAVINGS CLAUSE**

**Section 1.**

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by a final court of competent jurisdiction, such decision shall apply only to the specific Articles, Sections, or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate a substitute for the invalidated Article, Section, or portion thereof.

**Section 2.**

In event that appeals to any such decision are filed by such specific Article, Section or portion thereof, affected by the decision shall continue in effect until the appeals process is void.

**ARTICLE 38**  
**MAINTENANCE OF STANDARDS**

**Section 1.**

The Employer agrees that conditions of employment in its individual operation relating to hours of work, overtime differentials, and all working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is further understood and agreed that any wages, hours, or working conditions that are in excess of those established herein shall not be reduced during the life of this Agreement.

**ARTICLE 39**  
**WAGE SCHEDULES**

**Section 1. Wage Adjustments:**

- A. For the duration of this Agreement the wage schedule is frozen. Management reserves the right to implement unilateral wage increases within the wage scale pay range(s), as set forth in "Appendix A".

**Section 2. Promotions and Transfers**

An employee who is promoted to a higher pay grade shall receive ninety percent (90%) of the starting rate of the position, or a five percent (5%) increase in wages, whichever is greater, during the 90 working day promotional trial period. At the conclusion of the promotional trial period, the employee shall be placed at the full starting rate, if applicable.

**Section 3. New Employees**

Management reserves the right to determine starting pay, within a pay range, for any new employee.

**ARTICLE 40**  
**DURATION OF AGREEMENT**

This Agreement shall be effective January 1, 2011 through and including December 31, 2013. This Agreement automatically renews itself for a one-year period unless the party seeking to change the Agreement gives the other party notice on or before September 30, 2013.

**SIGNATURE PAGE**

Signed this 9<sup>th</sup> day of August, 2011.

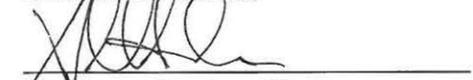
FOR THE EMPLOYER:



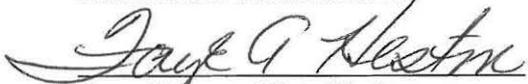
Robert A. Fonte, P.E.  
Stark Parks Director



Pamela Blackburn,  
Human Resources



H. Steven Poulos, Chairperson  
Park Board Commissioner



Faye Heston, Vice Chairperson  
Park Board Commissioner



Ed Moody  
Park Board Commissioner

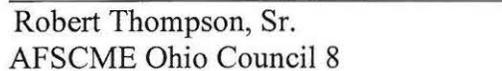


Andrew Hayden  
Park Board Commissioner



Kim Miller  
Park Board Commissioner

FOR THE UNION:



Robert Thompson, Sr.  
AFSCME Ohio Council 8



Shelby L. Woodall,  
Staff Representative AFSCME Ohio Council 8



Al Grinnell,  
Steward



Jamie Barrick

APPENDIX "A"  
PAY RANGES

CLASSIFICATION	PAY GRADE	PAY RANGE
CREW LEADER (TRAIL CONSTRUCTION)	4	\$14.03 - \$17.50
CREW LEADER (NATURAL RESOURCES)	5	\$16.41 - \$20.05
CREW LEADER (EASTSIDE)	4	\$14.03 - \$17.50
CREW LEADER (TRAIL MAINTENANCE)	4	\$14.03 - \$17.50
VEHICLE CREW SPECIALIST	3	\$13.29 - \$16.24
NATURAL RESOURCES TECHNICIAN II	3	\$13.29 - \$16.24
CREW WORKER II	2	\$12.62 - \$15.43
CREW WORKER II (TRAIL CONSTRUCTION)	2	\$12.62 - \$15.43
CREW WORKER I	1	\$11.36 - \$13.89
CREW WORKER PART-TIME	PT	\$8.28 - \$10.12

**APPENDIX "B"**  
**P.E.O.P.L.E. AUTHORIZATION**

**APPENDIX "C"**  
**Letter of Understanding**

**During the term of this agreement, January 1 2011, through December 31, 2013, all Bargaining Unit employees shall comply with postings within the Park District restricting the use of tobacco products within various areas of the Park District. During regular work hours, an employee's use of tobacco products is allowed during designated break periods, including the lunch break.**

**SCHEDULE "D"**  
**SICK LEAVE AND VACATION SCHEDULE**

**SCHEDULE "D" SICK LEAVE and VACATION SCHEDULE for STARK  
PARKS/AFSCME\*\*\***

<b>HOURS WORKED</b>	<b>ACCUMULATED SICK LEAVE 4.6</b>	<b>VACATION 1-7 YEARS (3.1) 240</b>	<b>VACATION 8-14 YEARS (4.6) 360</b>	<b>VACATION 15-24 YEARS (6.2) 480</b>	<b>VACATION 25 + YEARS (7.7) 600</b>
1	0.06	0.04	0.06	0.08	0.10
2	0.12	0.08	0.12	0.16	0.19
3	0.17	0.12	0.17	0.23	0.29
4	0.23	0.16	0.23	0.31	0.39
5	0.29	0.19	0.29	0.39	0.48
6	0.35	0.23	0.35	0.47	0.58
7	0.40	0.27	0.40	0.54	0.67
8	0.46	0.31	0.46	0.62	0.77
9	0.52	0.35	0.52	0.70	0.87
10	0.58	0.39	0.58	0.78	0.96
11	0.63	0.43	0.63	0.85	1.06
12	0.69	0.47	0.69	0.93	1.16
13	0.75	0.50	0.75	1.01	1.25
14	0.81	0.54	0.81	1.09	1.35
15	0.86	0.58	0.86	1.16	1.44
16	0.92	0.62	0.92	1.24	1.54
17	0.98	0.66	0.98	1.32	1.64
18	1.04	0.70	1.04	1.40	1.73
19	1.09	0.74	1.09	1.47	1.83
20	1.15	0.78	1.15	1.55	1.93
21	1.21	0.81	1.21	1.63	2.02
22	1.27	0.85	1.27	1.71	2.12
23	1.32	0.89	1.32	1.78	2.21
24	1.38	0.93	1.38	1.86	2.31
25	1.44	0.97	1.44	1.94	2.41
26	1.50	1.01	1.50	2.02	2.50
27	1.55	1.05	1.55	2.09	2.60
28	1.61	1.09	1.61	2.17	2.70
29	1.67	1.12	1.67	2.25	2.79
30	1.73	1.16	1.73	2.33	2.89
31	1.78	1.20	1.78	2.40	2.98
32	1.84	1.24	1.84	2.48	3.08
33	1.90	1.28	1.90	2.56	3.18
34	1.96	1.32	1.96	2.64	3.27
35	2.01	1.36	2.01	2.71	3.37
36	2.07	1.40	2.07	2.79	3.47
37	2.13	1.43	2.13	2.87	3.56
38	2.19	1.47	2.19	2.95	3.66
39	2.24	1.51	2.24	3.02	3.75
40	2.30	1.55	2.30	3.10	3.85
41	2.36	1.59	2.36	3.18	3.95
42	2.42	1.63	2.42	3.26	4.04
43	2.47	1.67	2.47	3.33	4.14
44	2.53	1.71	2.53	3.41	4.24
45	2.59	1.74	2.59	3.49	4.33

46	2.65	1.78	2.65	3.57	4.43
47	2.70	1.82	2.70	3.64	4.52
48	2.76	1.86	2.76	3.72	4.62
49	2.82	1.90	2.82	3.80	4.72
50	2.88	1.94	2.88	3.88	4.81
51	2.93	1.98	2.93	3.95	4.91
52	2.99	2.02	2.99	4.03	5.01
53	3.05	2.05	3.05	4.11	5.10
54	3.11	2.09	3.11	4.19	5.20
55	3.16	2.13	3.16	4.26	5.29
56	3.22	2.17	3.22	4.34	5.39
57	3.28	2.21	3.28	4.42	5.49
58	3.34	2.25	3.34	4.50	5.58
59	3.39	2.29	3.39	4.57	5.68
60	3.45	2.33	3.45	4.65	5.78
61	3.51	2.36	3.51	4.73	5.87
62	3.57	2.40	3.57	4.81	5.97
63	3.62	2.44	3.62	4.88	6.06
64	3.68	2.48	3.68	4.96	6.16
65	3.74	2.52	3.74	5.04	6.26
66	3.80	2.56	3.80	5.12	6.35
67	3.85	2.60	3.85	5.19	6.45
68	3.91	2.64	3.91	5.27	6.55
69	3.97	2.67	3.97	5.35	6.64
70	4.03	2.71	4.03	5.43	6.74
71	4.08	2.75	4.08	5.50	6.83
72	4.14	2.79	4.14	5.58	6.93
73	4.20	2.83	4.20	5.66	7.03
74	4.26	2.87	4.26	5.74	7.12
75	4.31	2.91	4.31	5.81	7.22
76	4.37	2.95	4.37	5.89	7.32
77	4.43	2.98	4.43	5.97	7.41
78	4.49	3.02	4.49	6.05	7.51
79	4.54	3.06	4.54	6.12	7.60
80	4.60	3.10	4.60	6.20	7.70

**\*\*\*Full-time employees accrue both vacation and sick leave as listed. Part-time employees do not accrue vacation leave. Part-time employees do accrue sick leave as listed.**