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AGREEMENT BETWEEN

METROPOLITAN PARK DISTRICT OF THE TOLEDO AREA

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES,
OHIO COUNCIL 8, LOCAL 706**

March 1, 2012

To

February 28, 2015

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ARTICLE 1 - PREAMBLE

This Agreement entered into by the Metropolitan Park District of the Toledo Area, hereinafter referred to as the "Employer", Local 706 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, (AFSCME), AFL-CIO, its successors and assignees, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and its employees; the establishment of equitable and peaceful procedures for the resolution of differences, the establishment of rates of pay, hours of work, and all other conditions of employment for members of the bargaining unit.

3/16/95

ARTICLE 2 - RECOGNITION

The Employer hereby recognizes Local #706 and Ohio Council 8, AFSCME as the sole and exclusive bargaining agent for all regular, full-time employees in the bargaining unit as described below:

- Naturalist/Historic Interpreter
- Graphics Designer
- Ranger/Park Service
- Deputy Ranger/Park Service
- Ranger Mechanic
- Park Maintenance
- Building/Grounds/Maintenance and Repairs
- Building Maintenance and Repairs
- Administrative Secretary
- Accounting Clerk I and II
- Building Serviceperson
- Public Information Assistant
- Grounds Technician
- Land Management Technician

In the event the Employer establishes additional classifications that are similar in nature to those described above, inclusion of such classifications shall be negotiable. In the event of impasse the issue shall be subject to arbitration. The Employer shall notify the Union forty-eight (48) hours before posting any new classifications.

4/21/11

ARTICLE 3 - PLEDGE AGAINST DISCRIMINATION AND HARASSMENT

The Employer and the Union agree to cooperate in a policy of equal opportunity. Discrimination or harassment because of race, color, national origin, disability, religion, sex, age, union membership or non-membership or political affiliation is expressly prohibited. The Employer and the Union agree to cooperate to ensure that such practices, if they occur, are remedied and that such discrimination or harassment does not continue. The Union agrees not to discriminate

against bargaining unit members who are not members of the Union. Nothing contained in this agreement shall be construed to prevent or prohibit the Employer from complying with the provisions of the Americans with Disabilities Act and regulations promulgated thereunder, including, but not limited to, any reasonable accommodations of disabled employees required by any Federal or State agency having jurisdiction to enforce said laws.

To the extent not covered above, the Board's policy on workplace Discrimination, Harassment and Workplace Violence is incorporated herein by reference.

3/16/95

ARTICLE 4 - DUES DEDUCTION

Section 1.

The Employer shall deduct during the life of this Agreement, from the wages of members of the Bargaining Unit, membership dues in Local #706, Ohio Council 8, AFSCME for each employee who has signed an authorization card for such deductions. Dues deductions shall be made in equal installments each pay period, up to 26 pay periods per year. The Union shall inform the employer of the amounts to be deducted under this Article.

All sums deducted shall be forwarded to Ohio Council 8, as designated by the Union, within ten (10) days after deductions were made.

The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that may arise out of or by reason of any action that shall be taken by the Employer for purpose of complying with the check-off provisions of this Article.

Section 2.

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within [five (5) to fifteen (15)] days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, ALF-CIO, P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 5 - UNION REPRESENTATIVES AND UNION RIGHTS

Section 1.

The Union shall be permitted up to five (5) employee representatives. The Union President shall notify the Employer in writing of the name and responsibilities of each representative. Such representatives shall be recognized by the Employer as authorized to speak for the Union within the area of their responsibility. The Representatives shall be permitted a reasonable amount of time to conduct their duties on Employer work time with no loss of pay, with reasonable prior notification to his/her supervisor provided there is no unreasonable interruption of work.

Section 2.

The Representatives shall also notify their supervisor as to where they are going when it is necessary to leave the park for Union business.

Local Union representatives and staff representatives of the Union shall be permitted access to the Employer's premises during regular working hours with reasonable prior notification to the facility supervisor for approval and for confirmation that there will be no unreasonable interruption of work to consult with the officers and members of the Bargaining Unit.

Negotiations shall be conducted pursuant to ground rules agreed upon at the commencement of negotiations. All other Union business during working hours shall be limited to one (1) Union representative from any park, except where representation is needed at Wildwood Preserve from the separate disciplines of Naturalist, Clerical, Ranger and Maintenance.

The Union President shall be permitted up to one (1) hour during working hours, with no loss of pay, to discuss this Agreement and the Union with each new Bargaining Unit employee at a mutually agreeable time and place.

Section 3.

Employees shall have the right to use Park District vehicles for Park District related Union business within Lucas County when vehicles are available.

Section 4.

All time spent on Union business, including, but not limited to, grievance and disciplinary hearings, labor/management meetings and contract negotiations shall be separately noted on the Union representative's time sheet.

Section 5.

The Employer agrees to furnish the Union President a list of personnel transactions which involve additions to or deletions from the Bargaining Unit within thirty (30) days. The Employer will include in the list newly hired employees and employees promoted or transferred into or out of the Bargaining Unit. The list will show the names, classification, work locations and effective dates of the transactions.

Section 6.

The Employer agrees to provide the Union with a bulletin board in each park, Visitor Center and Administrative Office. The bulletin boards shall be for the exclusive use of the employees. Union bulletin boards shall be used for Union announcements and notices.

Section 7.

The Union shall be permitted to conduct its monthly membership meetings on the Employer's premises, after working hours, at a mutually-agreeable time and place.

3/16/95

ARTICLE 6 - FAIR SHARE FEE

In recognition of the Union's services to the bargaining unit, all employees within the bargaining unit, who sixty (60) days from the date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment. The fair share fee shall not exceed the amount of dues uniformly required of members of the Union.

The Union agrees to maintain a legal fair share fee rebate procedure. The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization of payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular deductions as provided herein.

The Employer further agrees to remit to the Union, dues and fair share fees pursuant to the provisions of Article 4 herein.

The Employer shall provide at reasonable intervals upon request of the Union, a list of those members and non-members on payroll deduction.

In the event that the Employer is held to be responsible for the repayment of monies paid to the Union pursuant to the provisions of this Article, the Union to the extent of those funds actually received shall reimburse same to the Employer and/or the designated employee involved.

The Union agrees to indemnify and save the Employer harmless against any liability that shall arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of the Article.

3/16/95

ARTICLE 7 - MANAGEMENT RIGHTS

Subject to the provisions and limitations of this Agreement, the Employer retains all rights, power and authority including but not limited to the following:

The right to manage the Park District and direct the working force,

The right to determine standards, scope, schedules, and delivery of services,

The right to determine the utilization of technology,

The right to maintain order and efficiency in the parks,

The right to hire, suspend, discipline and discharge employees for just cause,

The right to assign, transfer, demote, and promote employees,

The right to determine the qualifications of employees,

The right to lay-off employees for lack of work, lack of funds, or other legitimate reasons,

The right to establish and maintain reasonable work rules and policies. The Employer shall meet and consult with the Union prior to making change in such rules and/or policies and the rules and policies will be equally enforced.

If the employer changes job requirements of a classification, the employer shall negotiate any effects of the change(s) upon wages, hours, terms and conditions of employment upon request of the Union.*

*ORC Sec. 4117.08

1/28/04

ARTICLE 8 - PROBATIONARY PERIODS

Section 1. New Employees

All newly hired employees, except as provided below, shall serve a ninety day (90) probationary period.

Job Changes

An employee who changes job classifications shall serve a probation period of sixty (60) calendar days. Employees shall receive orientation in the new job. During the probationary period:

- A. if the employee is unable to satisfactorily perform the duties of the job, he/she shall be returned to his/her previous position;
- B. if the employee elects, he/she shall return to his/her previous position.

Deputy Ranger and Rangers

Employees hired as or promoted to Deputy Ranger shall be probationary Deputy Rangers until promoted to Ranger, but in no case for more than one (1) year.

Employees promoted to or hired as Rangers shall serve a probationary period of ninety (90) calendar days.

Employees promoted from Deputy Ranger to Ranger, who do not successfully complete the probationary period may not return to the position of Deputy Ranger.

General

Newly hired employees shall have no seniority during their initial probationary period.

An employee may join the Union at any time during his/her initial probationary period or thereafter. An initial probationary employee may grieve any issue as provided for in this agreement, except however, initial probationary employees and/or the Union may not grieve termination of employment. During the initial probationary period the Employer may terminate new employees without limitation except as provided by law.

3/16/95

ARTICLE 9 - LABOR-MANAGEMENT MEETINGS

The Director-Secretary or his/her designee and other representatives of the Employer shall meet on a mutually agreeable basis with no fewer than two representatives of the Union to discuss matters of concern.

3/16/95

ARTICLE 10 - DISCIPLINE PROCEDURE

An employee may be disciplined for just cause; the discipline shall be administered in private. The Employer shall apply the principle of progressive disciplinary action, through a system of oral reprimand(s), written reprimand(s), suspension(s), demotion or termination. Involuntary transfers shall not be a method of disciplinary action. The Employer may bypass one or more of

the disciplinary steps outlined above when the charges against an employee involve acts of a serious nature.

When an employee is to be disciplined, the charges shall be reduced to writing and presented to the employee as soon as possible but not later than thirty (30) calendar days following the incident or the Employer's knowledge of the incident except in matters of a criminal nature. In matters of a criminal nature the charges shall be reduced to writing and presented to the employee as soon as possible and reasonable following the incident or the Employer's knowledge of the incident.

Resolution of disciplinary issues shall first be attempted at the level of the employee's immediate supervisor. If unresolved at that level, resolution will be attempted at the next higher level of supervision. If unresolved at that level, the process described below, as applicable, shall be observed. (See Appendix #4.)

An employee has a right to union representation during all disciplinary hearings and interrogations where discipline is likely to result in loss of pay or dismissal for that employee. When disciplinary action may involve a suspension, demotion, or termination, the employee shall be afforded a hearing with Union representation, unless such representation is waived in writing by the employee. A copy of the waiver shall be sent to the Union President. Whether or not the employee exercises the right of representation, a representative of the union shall be provided notice of the hearing and be afforded the opportunity to attend. The hearing shall be conducted by a hearing officer who is not the charging party or the Director of Human Resources. Both sides shall call and have the right to question all parties necessary to present the facts during the disciplinary hearing.

The employee and Union shall be provided with copies of all evidence intended for use in a disciplinary hearing. They will be provided to the Union President not less than 2 business days prior to a hearing.

There shall be no recording devices allowed except at step three of the disciplinary procedure under "Potential Suspension, Demotion, or Termination" of Appendix 4. Either party has the option to use a recording device at step three, provided that they inform the other party of its use.

An employee shall have the right to appeal his/her discipline through the grievance procedure. The grievance shall be filed at the next Step above the level at which the discipline was imposed.

Disciplinary action will be waived against any future violations when one (1) year goes by without repetition of the same or similar violation and shall be segregated from the Employee's personnel file and placed in a separate permanent disciplinary action file.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1.

It is the mutual desire of the Employer and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of work

schedules. Every reasonable effort shall be made by both the Employer and the Union to affect the resolution of grievances at the earliest step possible.

Section 2.

A Grievance is any dispute which may arise between the parties involving the application, meaning, or interpretation of this agreement. Any other dispute shall be a proper subject for labor-management meetings.

Section 3.

An employee who wishes to file a grievance shall contact the Union for representation. The Union shall then reduce the grievance to writing and process it through the following procedure if, in the judgment of the Union the grievance has merit.

Grievances shall be presented in accordance with the following procedure:

Step One: An employee with a grievance and the Union representative shall discuss the grievance with his/her supervisor within ten (10) calendar days of his/her knowledge of the occurrence of the alleged grievance. The supervisor shall attempt to resolve the matter within seven (7) calendar days and respond in writing to the grievant. The Union President shall receive a copy of the grievance response.

Step Two: If the response from step one is unsatisfactory, the grievance may, within seven (7) calendar days of the response from step one, be submitted to the Director/Secretary or his/her designee. A hearing shall be conducted on the grievance within seven (7) calendar days of the receipt of the grievance. Within seven (7) calendar days of the hearing, a response in writing shall be made to the grievant with a copy to the Union President.

Step Three: If the step two response is not satisfactory, the Union may, within fifteen (15) calendar days, provide the Employer written notice of its intent to arbitrate. The Employer and the Union shall select an arbitrator in accordance with the rules of the Federal Mediation and Conciliation Service within fifteen (15) calendar days of the Employer's receipt of the Union's notice.

Mediation – the Union may elect, prior to appeal to arbitration, to submit the grievances to review by one of the two Federal mediators in the Toledo office, in which event, the parties will cooperate in securing prompt review by the mediator and advice to the parties whether to pursue arbitration.

The arbitrator's fees and expenses shall be equally shared by the parties. Up to three (3) employees called to testify as witnesses, the Union President or Vice-President, the grievance chairperson and the grievant shall suffer no loss of pay while at this arbitration hearing. All other expenses shall be paid by the party incurring the expense.

The arbitrator is mandated to rule on the basis of evidence and may not add to or subtract from or modify the agreement. In wage disputes involving new or redefined classifications he/she must rule on the basis of last best offer.

The arbitrator shall render his/her decision within thirty (30) calendar days following the hearing. Decisions of the arbitrator shall be binding on both parties.

Section 4.

The failure of the Union to proceed to the next step of the grievance procedure within the time limits specified shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievance to proceed to the next step of the grievance procedure. By written mutual agreement any step of the grievance procedure may be omitted and/or the time limits may be extended. Requests for extensions shall not be unreasonably denied.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1. Unpaid Personal Leave of Absence

Upon the approval of the Employer, the employee may be granted an unpaid leave of absence of personal reasons, not to exceed six (6) months. The employee will not receive any benefits while on personal leave. The employee must reimburse the employer for any benefits that the employer prepaid prior to the beginning of the leave. An employee may continue benefit coverage thereafter on a prorated basis and by prepaying the premium cost each month to the Park District.

All requests for a leave of absence must be submitted in writing to the Director/Secretary. Unpaid leaves shall not be used for the purpose of remunerative employment elsewhere. Requests shall not be unreasonably denied.

Section 2. Court Appearance Leave

When an employee is summoned for jury duty, he/she shall be granted a leave of absence with pay. Any compensation received for jury duty must be reimbursed to the Metropark District. If an employee is required under subpoena to appear in court, an employee shall be granted a leave of absence with pay if the court appearance is primarily a matter of civic duty. All compensation received from such court appearance shall be reimbursed to the Metropark District. If the Employee is released prior to the mid point of the shift, the Employee must report back to work for the balance of the shift.

When an employee is required to be a witness in court on Park District business during working hours, he/she must reimburse the Park District for all compensation received for the court appearance.

The Park District will cooperate with Employees in seeking rescheduling of court dates that conflict with vacations and other days off such as Holidays and personal days.

Section 3. Education Leave

Upon the approval of the Director-Secretary, an employee may be granted an unpaid leave of absence for the purpose of furthering his/her education. Such leave may be granted for up to one (1) year. An employee shall not be provided with any fringe benefits.

Section 4. Ranger Training Leave

Deputy Rangers who are approved by the Employer to attend a Basic Ranger Certification Training shall be paid eight (8) hours pay for each day spent in training and shall be reimbursed their approved expenses.

Section 5. Union Leave

For a three-year Contract, the Metropark Employees Local #706, AFSCME, shall be permitted an aggregate of twelve (12) days per Contract to attend conventions, seminars and conferences with no loss of pay. The Employer will match up to four additional days. At the Union's option, the Union's portion of the match will be charged against an Employee's vacation time or lost time reimbursed to the Employer by the Union. For a contract of less than three years, both of the above amounts will be prorated. The Union President shall notify the Director-Secretary nine (9) days in advance of using such leave and shall provide the names of Employees who will be using such leave. Union leave shall not be accumulative from Contract to Contract. Union leave days shall not be counted as hours worked for the purpose of computing hours for overtime pay.

Section 6. Military Leave

- A. Metropolitan Park District of the Toledo Area employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for periods of up to one month, for each calendar year in which they are performing service in the uniformed services. For purposes of this section a "Month" shall be defined as twenty-two eight-hour workdays or one hundred seventy-six hours within one calendar year.
- B. Any Metropolitan Park District of the Toledo Area employee who is entitled to the leave provided under division (A) of this section, and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the Governor during the period designated in the order or act to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:
 - I. The difference between the permanent public employee's gross monthly wage or salary as a permanent public employee's gross uniformed pay and allowances received that month.

2. Five Hundred Dollars

- C. Any employee who is called or enlists into military service shall be placed on an approved leave of absence during the time the employee is required to serve. Upon discharge, the employee shall have ninety (90) calendar days to report back to the Park District to be reassigned in accordance with the law. The employee shall accrue seniority while on such leave as provided in Article 29.

3/5/04

Section 7. Funeral Leave

Employees shall be provided three (3) days with pay to arrange for and/or attend the funeral of a member of the employee's immediate family: wife, husband, child, parent, grandparent, sister, brother, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent-in-law, step-parent, stepchild, or grandchild.

If a Holiday occurs while an Employee is on Funeral Leave, the Employee will be paid for the Funeral Leave or the Holiday, but not for both.

2/14/01

ARTICLE 13 - SICK/INJURY LEAVE

Section 1. Accumulation and Use of Sick Leave

Employees shall accumulate sick leave at the rate of 4.6 hours for each pay period. The accumulation of sick leave shall be unlimited. Sick leave may be used for absence due to personal illness, disability, injury, exposure to contagious disease, and illness or injury to a dependent or a member of the employee's immediate family: wife, husband, child, grandchild, parent, grandparent, sister, brother, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent-in-law, step-parent, stepchild, when the employee's presence is necessary.

Sick leave may also be used to arrange for and/or attend the funeral of a member of the employee's immediate family.

Section 2. Extended Sick Leave

An employee with 2 years of full-time service with the Park District who has exhausted all accumulated sick leave in a continuous or related injury or illness shall be granted one additional sick day for each sick day accumulated and unused prior to the onset of the illness or injury, up to a maximum of 720 additional hours of sick leave, provided the employee has used less than 25% of his or her earned sick leave during the past five (5) years or since beginning employment with the Park District, whichever is shorter. In determining if the employee's use of accumulated sick leave credit is less than 25%, the following uses of sick leave shall not be counted:

1. Sick leave used while hospitalized and for related recuperative time off.

Section 3. Transfer of Sick Leave

An employee who transfers from another public agency, or who is reappointed or reinstated, to the Metropark District will be credited with the unused balance of accumulated sick leave in accordance with Chapter 124.38 Ohio Revised Code, provided the time between separation and reappointment does not exceed ten (10) years, and the employee has not received cash conversion for the balance of unused sick leave.

Section 4. Conversion of Sick Leave

A) Annual Sick Leave Conversion

The Director of the Metropark District will allow regular full-time employees who meet the established criteria the option to convert sick time to cash.

Employees earn 119.6 hours of sick time annually. This program affords employees the opportunity to convert sick time to cash based on the first 80 hours of sick time. In order to be eligible to participate in this program, employees must have worked full-time for the Metropolitan Park District of the Toledo Area for at least five (5) years and have a current sick time balance of 400 hours or more. Employees cannot convert any sick leave that would reduce their balance below the 400 hours required for eligibility. The following schedule determines how the conversion of sick time will be paid:

USAGE OF SICK TIME HOURS

From		To		Conversion Rate
<i>8hr shifts</i>	<i>10hr shifts</i>	<i>8hr shifts</i>	<i>10hr shifts</i>	
0.00	0.00	0.00	0.00	.75
0.25	0.25	8.00	10.00	.70
8.25	10.25	16.00	16.00	.65
16.25	16.25	24.00	24.00	.60
24.25	24.25	32.00	32.00	.55
32.25	32.25	80.00	80.00	.50
80.25+	80.25+			-0-

The conversion rate is based on a maximum of 80 hours of sick time which is calculated only on the previous year's usage from payroll 1 through 26. All converted sick time payments are figured on the base rate of pay at the end of the year in which it was earned and is attributed to that year for PERS pay purposes.

For example, using the table above, if an eligible employee has used 20 hours of sick leave the maximum available hours for conversion in that year would be 60 hours at a conversion rate of .60

$$\begin{aligned} 80\text{hrs} - 20\text{hrs} &= 60\text{hrs} \\ \text{then} \\ 60\text{hrs} \times .60 &= 36\text{hrs} \end{aligned}$$

then

36hrs x employee's hourly rate of pay at the end of the year in which it was earned

Employees are permitted to convert all or a portion of their annual eligible sick time according to the schedule, but are not required to convert their sick time to cash.

The accounting department will issue eligible employees a sick time conversion form. Employees are required to complete the form indicating the option they select and return the form to the accounting department stating their intention by the Friday before the pay period ending date of pay period 1. Employees electing to convert sick time to cash will receive their payment during the first payroll of the year. (See R.C.145.01 and O.A.C. 145-1-26).

Balance not converted during the eligibility period is excluded from annual conversion in the future. Employees who leave employment during the year are not eligible to convert sick time.

Employees retiring will follow the procedure relating to conversion of sick time upon retirement.

B). Conversion at Retirement

Upon retirement with at least five (5) years of service with the Park District, a Bargaining Unit Employee may at his or her option convert one-fourth of his or her unused sick leave earned while an employee of Metroparks with a maximum of 280 hours credit payment.

With 15 years of service with Park District Maximum 320 hours payment.*

With 20 years of service with Park District Maximum 360 hours payment.*

With 25 years of service with Park District Maximum 400 hours payment.*

With 30 years of service with Park District Maximum 440 hours payment.*

Section 5. Unpaid Disability Leave/Family Medical Leave

At the employee's request, an unpaid leave of absence of up to six (6) months for reasons of disability may be granted by the Employer in connection with or in place of paid sick leave for all or part of the absence required. Requests shall not be unreasonably denied. Under extenuating circumstances and with a written statement from the employee's personal physician, the Director may grant a continuance of the leave on a month-to-month basis.

Paid fringe benefits (hospitalization, dental, prescription card, life insurance and optical) during an unpaid leave of absence for reasons of disability shall be provided at no additional cost to the employee.

Upon return from a leave of absence an Employee shall be returned to his/her previous classification providing he/she can perform the work.

The provisions of the Family and Medical Leave Act of 1993 and implementing regulations shall be effectuated in the following manner:

1. Employees eligible under the FMLA will be entitled to leave as provided by the Act:
 - (a) For the care of the Employee's child (birth or placement for adoption or foster care); or
 - (b) For the care of the Employee's spouse, son or daughter or parent, who has a serious health condition; or
 - (c) For a serious health condition that makes the Employee unable to perform his/her job. Definitions of terms as utilized in the FMLA or implementing regulations are incorporated into this Agreement.
2. The Employer's fiscal year (January 1 through December 31) will be the twelve (12) month period during which an eligible Employee may take FMLA Leave.
3. The parties recognize that the current contractual leave benefits exceed the requirements of the FMLA. Time off work, paid or unpaid, and payment of benefits, provided under this Agreement for leaves that qualify for FMLA Leave will count towards an Employee's annual FMLA Leave entitlement. The use of vacation time and/or personal leave time during an FMLA leave shall be at the discretion of the employee. It is the parties' intent that this section shall not reduce or limit any negotiated benefits or conditions of employment.
4. Notification and verification of FMLA Leave will be required as required for other leaves under this Agreement. The parties agree that the Employer may verify an Employee's leave request as permitted by the FMLA. The parties agree that an Employee should provide as much advance notice of leave as is reasonably possible under the circumstances.
5. An Employee's job restoration right will be covered by either the Collective Bargaining Agreement or the FMLA, whichever provides the greater protection under the circumstances.
6. The parties agree the Employer may recover the costs of Health Insurance or other benefits (e.g. life insurance, etc.) maintained for an Employee on FMLA beyond contractual requirements, as permitted by the Act if the Employee does not return to work upon exhaustion of the Employee's leave entitlement.

Section 6. Injury Leave

In the event an employee files a Worker's Compensation claim he/she may be authorized use of accumulated sick leave provided he/she completes a waiver form stipulating the following:

- A) In the event the Workers' Compensation claim is awarded, the compensation check(s) received by the employee shall be endorsed and given to the Employer.
- B) The amount of such check(s) will be prorated to determine the number of sick leave days to be reinstated to the employee's accumulated sick leave.

- C) If an employee does not have accrued sick leave, the Park District shall compensate for wages lost up to 120 hours. In the event the Workers' Compensation claim is denied the employee shall repay such paid injury leave, based on their gross earnings to the employer at a rate of 20% of each pay until fully repaid but only for days 8 thru 15.

Section 7.

The Employer and the Union have agreed to a light duty/work restrictions program, the provisions of which are set forth in a Letter of Understanding between the parties. The Letter of Understanding is hereby incorporated into the parties' Collective Bargaining Agreement. The Letter of Understanding will be subject to the same term as the Collective Bargaining Agreement. Any disputes arising there under will be subject to the Grievance and Arbitration provisions of Article 11.

2/14/01

ARTICLE 14 - RETURN TO WORK AFTER A LEAVE OF ABSENCE

Upon return from a leave of absence of six (6) months or less an employee shall be returned to his/her previous classification and park.

Upon return from a leave of absence of more than six (6) months an employee shall be returned to his/her previous classification.

Upon return from an injury leave of one (1) year or less, an employee shall be returned to his/her previous classification and park. Authorization from the employee's physician will be required for return from injury leave.

3/17/95

ARTICLE 15 - WORK WEEK AND SCHEDULES

Section 1.

The normal workweek shall be forty (40) work hours per week, five (5) days per week, eight (8) hours per day, Sunday through Saturday, unless an employee, upon the supervisor's request, prefers to work otherwise. This shall not preclude scheduling Rangers and Maintenance staff to longer hours on fewer days under special circumstances where agreed to by the Employee, the Manager and the Director, or his designee when there is no loss of manpower and the same will not result in overtime (e.g. forty (40) hours per week, four (4) days per week, ten (10) hours per day, Sunday through Saturday). There shall be a one-half (½) hour unpaid lunch period each day.

Except for Saturday and Sunday days off, normally, days off shall be consecutive and include a weekend day.

Except for special events/programs and skilled maintenance work, maintenance employees hired on or before March 1, 2004 may only be scheduled to work on Saturday or Sunday if another employee scheduled to work at the same location during that work week is unable to be scheduled to perform the needed work as part of his/her ordinary duties within his/her regular time schedule.

Section 2.

Work schedules will be established and remain unchanged for no less than one (1) calendar month at a time and will be posted not less than one (1) week prior to the effective date of the schedule, provided that Employees shall be allowed to trade days of work upon the approval of their supervisor within the same work week.

Upon notice given as soon as the Employer has knowledge of the event requiring the schedule change, work schedules for job classifications listed in Article 2 may be changed when such change is necessary to accommodate limited duty, vacation requests of one (1) day or less, compensatory time, personal holidays or leaves of absence, as listed in Article 12. When coverage is needed for a patrol shift or Naturalist Program the Employee will notify the Supervisor seven (7) days prior, when the time off is needed.

Unless waived by the Supervisor, requests for vacation of more than one (1) day must be made in writing at least one (1) week prior to the posting of the next month's schedule. Approval or disapproval of vacation requests will be made within a reasonable time after receipt, but in no event later than thirty (30) days after receipt.

If an Employee requests a schedule change in writing, the Employer may make such change. If the Responsible Supervisor chooses to make a change in a Ranger's days off based upon a Ranger's request, the Supervisor will consider district seniority of another Ranger whose schedule would be affected by the requested change.

New hours worked outside the posted schedule as a result of a schedule change which do not meet conditions of this section will be paid at the overtime rate.

Section 3.

When called in to respond to an emergency no Employee shall be paid less than two (2) hours with the time beginning when the Employee leaves his/her residence, except that no Employee living inside the park shall be paid less than one (1) hour. When due to conditions within the control of management, an Employee is called in, the affected Employee shall not be called in for less than four (4) hours, except that Employees classified as Naturalist/Historic Interpreter may be called in for no less than two (2) hours.

Section 4.

The normal workweek for Accounting Clerk I and II shall be Monday through Friday 8:30 a.m. to 5:30 p.m. with a one (1) hour unpaid lunch period or Monday through Friday 8:30 a.m. to 5:00 p.m. with a one-half (½) hour unpaid lunch period.

The normal workweek for Administrative Secretaries hired prior to March 1, 2011, shall be as follows:

November through April:

Forty (40) hours per week, Monday through Friday 8:30 a.m. to 5:30 p.m. with a one (1) hour unpaid lunch period, or Monday through Friday 8:30 a.m. to 5:00 p.m. with a one-half (½) hour unpaid lunch period.

May through October:

Forty (40) hours per week, Monday through Saturday. Such secretaries' schedules may include up to one Saturday per 4-week period and 4 evenings per 4-week period. Unpaid lunch periods shall be either one (1) hour or one-half (½) hour in duration.

The normal workweek for Administrative Secretaries hired after March 1, 2011, shall be forty (40) hours per week, five (5) days per week, eight (8) hours per day, which may include evenings, Sunday through Saturday. This shall not preclude scheduling Administrative Secretaries to longer hours on fewer days under special circumstances where agreed to by the individual employee and the Supervisor. There shall be a minimum one-half (½) hour unpaid lunch period each day.

The above provisions governing the normal workweek for administrative secretaries shall be discussed on an annual basis through the Labor/Management Committee.

Section 5.

Except for the hours of Naturalists as needed to accommodate Naturalist Programs, the hours of work each day shall be consecutive, except due to meal periods and call-ins, as provided in Section 3 above.

Section 6.

All assigned patrol shifts shall be scheduled for a straight eight (8) or ten (10) hour shift including a fifteen (15) minute meal period measured from cessation of work to resumption of work.

Section 7.

A Labor-Management Committee consisting of two (2) representatives of the Union and two (2) representatives of the Management Council shall meet as necessary to discuss scheduling problems.

Issues may be presented by any member of the scheduling committee. The committee shall attempt to resolve the issue presented to it. Should the committee be unable to resolve the problem, the parties shall present the issue and their proposed resolution to the Director or his designee for a final decision. Such decisions shall not conflict with any provision of this Agreement.

3/15/04

ARTICLE 16 - OVERTIME PAY AND COMPENSATORY TIME OFF

Section 1.

The overtime rate shall be one and one-half the regular rate of pay for all hours over forty (40) hours per week, in active pay status which is defined as hours actually worked, personal days, vacation days, holidays, CVL, funeral leave, court, training/conferences, and union leave, unless specified otherwise in this article.

Section 2.

Ranger patrol overtime will be distributed on the basis of a voluntary District-wide overtime rotation list. In the event the overtime is still not covered, Rangers shall be forced into coverage on a rotation basis beginning with the least senior Ranger. The forced coverage list shall include all Rangers and shall be reset at the beginning of each calendar year.

In the event a patrol shift needs to be filled after the start of the work day and no one has volunteered to cover the shift after the appropriate call list has been exhausted, then the least senior Ranger currently on duty will be forced to cover the shift.

Maintenance/Grounds Technicians:

For maintenance duties, overtime will be offered to Maintenance/Grounds Technicians within the park or district on a rotation basis. In the event the overtime is still not covered, it will then be offered to the Maintenance/Grounds Technicians on a District-wide overtime list. Finally, it will be offered to Rangers on the District-wide list. Forced coverage will be on a rotation basis beginning with the least senior Maintenance/Grounds Technician. The forced coverage list shall include all Maintenance/Grounds Technicians and shall be reset at the beginning of each calendar year.

Special Projects, Skilled Job or Emergency:

For maintenance overtime related to a specific project, Maintenance/Grounds Technicians working on the project in the park or district where the overtime is generated will have first choice. If there are no Maintenance/Grounds Technicians working on the project or if they decline, the overtime will then be offered to other employees working on the project. If the overtime is still not filled, then the provisions of Section 2, paragraph 3 will apply.

For purposes of the preceding paragraph, "project(s)" refers to Special Projects, Skilled Jobs or Emergencies.

Land Management Technicians

Scheduled or unscheduled overtime for natural resource personnel will be distributed on a rotation basis within the Land Management Technician classification.

In the event that the Land Management Technicians are not eligible to fill the shift, overtime shall be distributed first to Maintenance/Grounds Technicians working on the project in the park or

district where the overtime is generated. If there are no Maintenance/Grounds Technicians working on the project or if they decline, the overtime will then be offered to other employees working on the project. If the overtime is still not filled, then the provisions of Section 2, paragraph 3 will apply. Forced coverage will be on a rotation basis beginning with the least senior Land Management Technician. The forced coverage list shall include all Land Management Technicians and shall be reset at the beginning of each calendar year.

Naturalists

Scheduled or unscheduled overtime for the Naturalist classification will be distributed on a rotation basis.

Administrative Secretaries

Scheduled or unscheduled overtime for the Administrative Secretary classification will be distributed on a rotation basis.

Section 3.

Compensatory time off for overtime worked may be requested by an employee in writing on the time sheet on which the overtime is reported. Compensatory time shall be earned on a time and one-half basis and except as provided in this section shall be taken within the calendar year in which it is earned. Accumulation shall be limited to eighty (80) hours, provided that up to forty (40) accumulated hours may be converted to cash at the option of the employee in the fourteenth (14th) pay period at the rate in effect in pay period thirteen (13). Any use of compensatory time off is subject to the approval of the Employee's immediate supervisor. Such approval shall not be unreasonably withheld. Up to forty (40) hours of unused compensatory time remaining to the credit of an Employee at the end of the last payroll of the year, shall be carried over to the following year unless the employee requests to cash it out in the second payroll of the following year and at the rate in effect at the end of the year in which it was earned. Any such year-end balances in excess of forty (40) hours shall be cashed out in the second payroll of the following year. All employee requests to cash out compensatory time under this section must be received by payroll by the end of the 12th or 26th pay period as applicable. Compensatory time is earned in lieu of overtime pay.

Section 4.

Upon quitting, termination or retiring, the Employee will receive all unused compensatory time earned.

Section 5.

There shall be no pyramiding of overtime.

Section 6.

Any hours that become available as overtime, will be offered to full-time employees before they are made available to part-time employees who would otherwise have to be paid overtime.

4/21/11

ARTICLE 17 - FLEX TIME

An employee may, with prior approval from their supervisor, take time off from work and make up such time within the same work week. Employees may be permitted to make up time within the same work week if their schedule is altered due to circumstances beyond their control, such as evening program cancellations or shortened evening meetings.

3/17/95

ARTICLE 18 - HEALTH AND SAFETY

Section 1.

Occupational Safety and Health is a mutual concern of the Employer and the Union. The Union will cooperate with the Employer to comply with applicable safety rules, regulations and common knowledge safety standards of the parks and recreation and law enforcement industries.

The Employer and Employees shall comply with applicable Federal and State laws, rules and regulations and Park District safety rules.

The Employer will continue its present practice of providing safety equipment for Employees.

The Employer shall provide and require successful completion of first aid and C.P.R. training for all employees.

Section 2.

The Employer agrees to maintain, in safe working condition, all facilities, vehicles and equipment furnished to each Employee to carry out their duties. However, the Employer reserves the right to determine what those facilities, vehicles and equipment shall be.

The Park District will provide or arrange for training of Employees in the recognition and abatement of health and safety hazards. The Employees are responsible for reporting unsafe conditions or practices, on a form provided by the Park District, for avoiding negligence and for properly using and caring for facilities, vehicles, supplies and equipment provided by the Employer.

3/17/95

ARTICLE 19 - JOB DESCRIPTIONS

Job descriptions for each position classification shall be made available in each park. Job descriptions shall include the position goal, performance responsibilities, line of supervision, rate of pay, and the requirements of the position. Job requirements shall relate to the actual job duties.

3/17/95

ARTICLE 20 - PERSONNEL FILES

Section 1.

Employees shall have access to any material in their personnel file which relates to disciplinary action or job performance. Upon request, an Employee shall be provided with a copy of material in their personnel file excluding confidential letters of reference.

Section 2.

A copy of any material to be placed in the Employee's personnel file which relates to disciplinary action or job performance, shall be given to the affected Employee and Local Union President prior to being placed in the file.

The Employee shall sign receipt for all letters of discipline, which signature shall not constitute agreement that the discipline was appropriate, but shall evidence its receipt by the Employee.

3/17/95

ARTICLE 21 - EVALUATIONS

If the Employer establishes an evaluation system, the Union will be notified and consulted. Upon request by the Union, no more frequently than each two (2) years, the Employer will review the evaluation system to assure its continued effectiveness giving consideration to the input of the Union.

Employees may not challenge the evaluation through the grievance procedure, but may administratively appeal to the Director/Secretary or his/her designee. The Director/Secretary or his/her designee will investigate the Employee's complaint. Any such administrative appeal must be based on either - (1) failure to follow the evaluation process, and/or (2) an unfair characterization of the Employee's job performance and rating. In addition, an Employee will be permitted to attach his/her comments to the evaluation.

The performance management program is not an evaluation system. Periodic standardized performance management development and review training shall be provided for all park district employees as needed.

1/28/04

ARTICLE 22 - EMPLOYMENT OF MEMBERS OF THE IMMEDIATE FAMILY

Section 1.

No person who is a member of the employee's immediate family shall be hired as a Park District employee. Immediate family shall consist of wife, husband, child, grandchild, parent, grandparent,

sister, brother, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent-in-law, step-parent, stepchild.

Section 2.

If persons who are already Park District employees should become related through marriage, they may continue their Park District employment.

2/25/98

ARTICLE 23 - OUTSIDE EMPLOYMENT

Members of the bargaining unit may accept employment outside the Park District that does not interfere with his/her Metropark job. If a bargaining unit member accepts employment outside the park district, such employee shall notify their immediate supervisor of a new employer in writing within 48 hours of acceptance. Rangers and other employees who are issued a uniform are not permitted to wear the uniform while working for any other employer unless approved by the appropriate Division Director.

1/22/01

ARTICLE 24 - TUITION REIMBURSEMENT

The Director of the Metropolitan Park District of the Toledo Area may reimburse any full-time bargaining unit employee eighty (80) percent of their tuition expenses per semester for course work directly related to his/her position or which would benefit the Park District.

Reimbursement is for tuition fees only.

The employee must, prior to signing up for course work:

- Request approval of course work from their immediate supervisor and submit this approval in writing to the Director or his/her designee.
- Receive approved written response from Human Resources (response will be returned within ten days).

Successful applicants will:

- Sign up for the course
- Notify Human Resources of the course ending date
- Payment for the course:
 - Options:
 1. Submit an invoice for the course to the Human Resources Department. The Accounting Department will issue a check to the institution for an amount equal to 80% of the tuition fees only.
 2. Pay for the course yourself and submit an invoice for the course to the Human Resources Department for reimbursement, for an amount equal to 80% of the tuition fees only.
- Attend course

Upon completion of the course, the employee must:

- Submit proof (transcript or grade notification) of successful completion (must attain a "B" or better or "Pass", if pass/fail) of the course work to the Human Resources Department.
- Proof must be submitted within 21 days from scheduled course completion.

Failure to complete the course or obtain a satisfactory grade will result in that employee fully reimbursing the Park District for those tuition costs related to unsatisfactory course work previously paid for by the Park District.

Reimbursement is mandatory and must be received by the Park District within 30 days from scheduled course completion. Failure to reimburse the Park District within the required time will result in the reimbursement being deducted from the employee's paycheck.

02/05/01

ARTICLE 25 - RENTAL OF PARK DISTRICT HOUSES

Section 1.

Within the Bargaining Unit, the Employer agrees to maintain the present system of priority assignment for Park District housing.

All housing vacancies will be posted on Employee bulletin boards.

Section 2.

Rental rates effective January 1, 1996 and, annually thereafter, shall be set by the Director, provided, however, that the rental rate in any single year shall not increase or decrease by greater than an additional 5%.

In setting rental rates for houses not previously rented for cash rent, the rent will be 75% of the fair market rental value as determined by appraisal.

2/25/98

ARTICLE 26 - PROMOTIONS AND TRANSFERS

Section 1.

When a permanent vacancy occurs for any reason and is to be filled, or when a new job is created and such job is within the bargaining unit, the position shall be posted on all employee bulletin boards for one (1) calendar week. The posting shall include the job group (see Appendix 2), job description, scheduled hours of work, rate of pay, work location, qualifications, and the last day the applications will be accepted.

All interested employees shall submit their applications in writing to the Director-Secretary or his/her designee within the specified time limits.

Section 2.

The position shall be awarded to the most senior Employee in the same job group, if any. If no Employee in the same job group has applied, the position shall be awarded to an Employee in a higher paid or equally paid job group who meets the requirements of the job title in which the vacancy occurs, giving consideration to seniority, qualifications and skills. If no employee in a higher paid or equally paid job group has applied, an employee in a lower paid job group who has completed initial probation and who meets the requirements of the job title may be promoted into the position, giving consideration to seniority, qualifications and skills. Transfers within the same job group may be limited to two within a three-year period. If there are no Employees who meet the requirements, the Employer may hire new employees. Those Employees who were not selected shall be so informed in writing, and upon request, shall also be informed of the reason(s) why he/she was not selected.

Section 3.

Position openings not within the Bargaining Unit shall be posted on all Employee bulletin boards as courtesy postings.

Section 4.

Special Assignments that may require additional training and/or skills such as Investigator, Instructor, Diversity Officer, Evidence Technician may be made from within or outside the bargaining unit. Before such assignment is made to a bargaining unit member, the availability of the assignment shall be posted in the manner provided for posting vacancies in Section 1 of this article. The employer retains the discretion to select the employee to be assigned.

No bargaining unit member assigned to such duty shall be removed for cause without opportunity for review pursuant to Article 10 (Discipline Procedure).

Section 5.

In the event a reorganization of employees occurs and requires the transfer of employees within a job group, the Employer shall first ask for volunteers, and assign such volunteers by seniority. If there are no volunteers, the least senior employee in the job group and park affected shall be transferred.

Section 6.

The Employer shall first meet with the Union to discuss the reorganization prior to the implementation of the transfers.

Section 7.

Should a grievance resulting from this article proceed to arbitration, the burden of proof shall be upon the Employer to show that the transfer of employees was not unreasonable.

1/25/01

ARTICLE 27 - LAYOFF AND RECALL

Section 1.

The Employer shall provide the Union President written notification of any layoff thirty (30) days in advance, whenever possible.

Section 2.

Prior to any bargaining unit layoffs, the Employer and the Union shall meet and discuss the reasons for the layoff, the number of employees to be laid off, the classification(s) in which the layoff will occur, and the anticipated duration of the layoff.

Section 3.

Layoffs shall be implemented in the following manner:

- a. Employees will be laid off within the affected classification according to seniority with the employee having the least amount of seniority laid off first.
- b. An employee designated for layoff may replace another employee with less seniority in a pay grade equal to or below his/her classification, providing the employee can perform the duties of the position he seeks to fill, or the employee formerly held the position and successfully completed the probationary period in effect at the time he held the job. This procedure shall continue until the required number of layoffs have been implemented.

Section 4.

All laid off employees shall be placed on a recall list in order of their seniority. A copy of the list shall be provided to the Union President. The Employer shall recall employees in reverse order of layoff with the most senior employee being recalled first. An employee shall be recalled to any position for which he/she can perform the duties. An employee may refuse a position that is in a classification other than the position held at the time of layoff and he/she shall remain on the recall list.

No new employees shall be hired while any qualified employee is on layoff unless all qualified employees laid off refuse the position that is to be filled.

Recall notices shall be by certified mail, receipt requested to the employee's address of record and a copy of the recall notice be sent to the Union President. Recalled employees shall have five (5) work days after notification of recall to answer the notice. An employee answering a recall notice shall be given not less than five (5) days to report for work. Attempt to deliver certified mail the employee's last address of record shall constitute notification of recall.

An employee who fails to report for work after recall as described above shall lose all seniority and be terminated.

3/17/95

ARTICLE 28 - SEPARABILITY

If any provision hereof is declared illegal or invalid or shall become so hereafter by any change in the statute laws, Federal or State, or the decision of the Supreme Court of the United States or of the State of Ohio, such provision shall not invalidate this contract or any provisions hereof but shall be considered as deleted and the remainder of the contract shall subsist and continue with the same force and effect as if such provision had not been a part of this contract in the first instance. In such event, however, the parties to this agreement will endeavor to negotiate substitute provisions without delay.

3/17/95

ARTICLE 29 - SENIORITY

Section 1.

Subject to the following, as of June 1, 2007, seniority will be defined as all regular full-time bargaining unit employment while on the Metropark District payroll. All seniority existing prior to June 1, 2007, shall remain in full force and effect.

Seniority shall accumulate while on leave of absence except for personal and educational leave.

Section 2.

Employees shall lose all seniority for any of the following reasons:

- Resignation (unless reinstated within one (1) year).
- Discharge for cause.
- Is laid off or absent due to injury or illness for a period equal to his/her seniority or two (2) years whichever is greater.

Section 3.

Employees holding a position outside the bargaining unit shall retain all seniority as defined in Section 1 of this article for purposes of Article 27 upon return to the bargaining unit. Full-time non-bargaining unit employees returning to the bargaining unit after June 1, 2007, shall not be

credited with seniority for their time spent outside of the bargaining unit. All seniority existing prior to June 1, 2007, shall remain in full force and effect.

Returning non-bargaining unit employees will return with their current base rates of compensation, which shall be red circled and frozen until such time as bargaining unit pay rates rise to that level. They shall receive lump sum equivalent payments in lieu of base wage increases during the interim.

Currently assigned bargaining unit employees will maintain their positions but may be assigned to other parks within their assigned district or function as a result of a district reorganization. Returning non-bargaining unit employees shall not have the right to hold a regular full-time bargaining unit position until a reorganization of assignment of current bargaining unit members has been completed.

3/4/04

ARTICLE 30 - WAGES

The ranges of pay are set forth in Appendix 1 which is hereby incorporated by reference.

ARTICLE 31 - LONGEVITY

Section 1. Longevity

Employees in Grades 1A, 11, 12 and 14 and hired before March 1, 2009 are eligible for longevity in accordance with the following:

Longevity Step #	Years of Service	1A	11	12	14
1	5-6	\$350	\$500	\$500	\$550
2	7	\$500	\$700	\$750	\$800
3	8-9	\$650	\$950	\$1,000	\$1,050
4	10-14	\$950	\$1,400	\$1,450	\$1,600
5	15-19	\$1,250	\$1,900	\$1,950	\$2,100
6	20-24	\$1,550	\$2,350	\$2,450	\$2,650
7	25+	\$1,900	\$2,800	\$2,900	\$3,150

Employees in Steps #4, #5, #6, and #7 as of March 1, 2009 shall not progress in the longevity payment schedule above. Employees in Steps #1, #2, and #3 as well as eligible employees with less than five years of full-time service with the Park District may progress until such time as they reach Step #4.

Longevity payments shall be made to eligible employees in the 1st pay period following the employee's longevity anniversary date.

Section 2. Recognition of Service

In recognition of the employee's service with the Metroparks, Bargaining Unit Employees will receive a service pin representing the completion of the 10th, 15th, 20th, 25th and 30th years of service.

Pins will be presented annually to eligible employees at designated employee functions representing their years of service with the Metropolitan Park District of the Toledo Area.

ARTICLE 32 - HEALTH AND WELFARE

The parties agree that the health insurance benefit level for Metroparks of the Toledo Area employees shall be the same as that provided to Lucas County Employees represented through the Lucas County Health Insurance Cost Containment Committee.

Upon execution of this Agreement, bargaining unit employees shall contribute five percent (5%) of the premium amount based upon the coverage selected. Employee contributions shall be made through payroll deductions with pre-tax dollars.

Commencing with the first full pay period in March of 2013, bargaining unit employees shall contribute ten percent (10%) of the premium amount based upon the coverage selected. Employee contributions shall be made through payroll deductions with pre-tax dollars.

A joint Health Insurance Committee consisting of two (2) voting entities with equal representation of the Union and Management shall be created with the authority to recommend coverage changes and other health insurance benefit design modifications. Within each entity, majority will determine their vote. Agreement between entities must be reached before a joint Health Insurance Committee recommendation may be made.

In the event health insurance premiums increase in excess of 4% in any given year or 8% in total premium increases during the term of the 2012-2015 Agreement, the parties shall re-open contract negotiations for the sole purpose of discussing health insurance benefit design modifications, change of providers and/or plans as well as employee contributions to premium payments.

ARTICLE 33 - UNIFORMS

Section 1.

The employer shall provide the initial uniform(s) for each employee first entering a job classification requiring uniform(s). The number of uniform styles for each job classification shall be kept to a minimum.

Section 2.

Annually, purchase approvals shall be issued for each uniformed employee for the purchase of replacement visible uniform attire including clothing and boots. Uniform attire shall include authorized clothing to which the employer requires permanent fixture of the Metropark logo. The

employer shall designate the supplier(s) with whom the purchase orders may be redeemed and the periods during which purchases may be made which shall be no less than twice each year.

Section 3.

The annual purchase approvals shall be in the following dollar limits for the following personnel:

Ranger/Park Service	\$ 425.00
Park Maintenance	\$ 350.00
Naturalist/Historic Interpreter	\$ 300.00
Building/Grounds/Maintenance and Repairs	\$ 350.00
Building Maintenance and Repairs	\$ 350.00
Building Serviceperson	\$ 350.00
Grounds Technicians	\$ 350.00
Land Management Technicians	\$ 350.00

For rangers who have met the previous year's "out of vehicle" goal, the dollar limit provided above shall be increased by \$50.00.

In the event of exceptional circumstances approved by the Park Services Manager or appropriate Division Director, additional uniform replacements may be granted.

Section 4.

In addition to the foregoing uniform provisions, the employer will provide each park, district and/or department a reasonable quantity of approved weather/special project/special conditions gear as needed.

Section 5.

The non-uniformed bargaining unit employees shall be provided a \$300.00 clothing allowance for the life of the Contract for them to wear to work, conferences, business meetings and other functions that identify them as employees of the Metropark District. In the event of less than a three year contract, the clothing allowance shall be pro-rated.

The Park District logo must be placed on all shirts, sweaters, jackets, hats, dresses and other items that would be appropriate to have the logo on. The application of the logo will be paid for by the Park District.

Work boots are acceptable purchases but only if the position requires a substantial amount of work time in the field. Boots do not require the logo.

For the purpose of this section, the following items are examples of clothing that are not covered by the allowance – dress pants, skirts, jeans, shoes, hose, socks, underwear, belts, etc.

The Division Director must approve specialty clothing items and exceptions for the logo not to be placed on clothing.

Section 6.

The employer shall provide a reasonable quantity of job-required equipment.

4/21/11

ARTICLE 34 - FALSE ARREST AND LIABILITY INSURANCE

Section 1.

The Employer shall provide at no cost to the Employee Law Enforcement Officers' Professional Liability Insurance with a one million dollar (\$1,000,000.00) limit of liability for each incident and a one thousand dollar (\$1,000.00) Liability Deductible Endorsement for which said deductible shall be paid by the Employer.

Section 2.

The Employer further agrees to provide Employees legal counsel for any civil suit filed against them as a result of the employee's action in the line of duty or within the scope of their employment.

3/17/95

ARTICLE 35 - VACATION

Section 1.

Employees will earn vacation hours at the rate per pay period indicated in the vacation schedule below:

Number of Year(s) of Regular Full-time Employment with the Park District (vacation accruals prior to June 1, 2007, shall not be affected)	<u>Hours Earned Per Pay Period</u>	<u>Vacation Hours Accrued Annually</u>
0-1	3.1	80.6 Hours
1-2	3.4	88.4 Hours
2-3	3.7	96.2 Hours
3-4	4.0	104.0 Hours
4-5	4.3	111.8 Hours
5-6	4.6	119.6 Hours
6-7	4.9	127.4 Hours
7-8	5.2	135.2 Hours
8-9	5.5	143.0 Hours

9-10	5.9	153.4 Hours
10-11	6.2	161.2 Hours
11-12	6.4	166.4 Hours
12-13	6.55	170.3 Hours
13-14	6.7	174.2 Hours
14-15	6.85	178.1 Hours
15-16	7.0	182.0 Hours
16-17	7.15	185.9 Hours
17-18	7.3	189.8 Hours
18-19	7.6	197.6 Hours
19-20	7.75	201.5 Hours
20-21	7.9	205.4 Hours
21-22	8.05	209.3 Hours
22-23	8.2	213.2 Hours
23-24	8.35	217.1 Hours
24-25	8.5	221.0 Hours
25-26	8.65	224.9 Hours
26-27	8.8	228.8 Hours
27-28	8.95	232.7 Hours
28-29	9.1	236.6 Hours
29-30	9.25	240.5 Hours
30-31	9.4	244.4 Hours
31-32	9.55	248.3 Hours
32-33	9.7	252.2 Hours

Any use of earned vacation time is subject to the approval of the Employee's immediate supervisor. Such approval will not be unreasonably denied.

Section 2.

When two (2) or more Employees make a request for the same vacation or personal holiday and neither has been previously approved, if both or all such conflicting requests cannot be approved, approvals will be determined by seniority.

2/15/01

ARTICLE 36 - HOLIDAYS

Section 1.

The following days are paid holidays for full-time Metropark employees. Holiday pay shall be eight (8) hours or ten (10) hours depending upon the regular shift length of the employee during the work week in which the holiday occurs.

- New Year's Day
- Martin Luther King Day
- President's Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 2.

An employee who works on a holiday shall be paid the applicable holiday pay per Section 1 of this article and also shall be paid at time and one-half for all hours worked on the holiday. The Employer shall not schedule employees to avoid the payment of holiday pay.

Section 3.

Ranger patrol shift coverage on holidays will be filled utilizing a voluntary Ranger District-wide holiday rotation list. If holiday coverage is not filled voluntarily, Rangers shall be forced to cover holiday shifts on a rotation basis beginning with the least senior employee. The forced coverage list shall include all bargaining unit members within the Ranger classification and shall be reset at the beginning of each calendar year.

Section 4.

Full time employees are entitled to three (3) paid personal holidays each year. Newly hired employees starting work after May 1 but before September 1 shall be entitled to one and one-half (1½) paid personal holidays in that year, and newly hired employees starting work on or after September 1 shall not be entitled to a personal holiday. Employees leaving the Park District employ after May 1 but before September 1 shall be entitled to one and one-half (1½) personal holidays and employees leaving the Park District employ between January 1 and May 1 shall not be eligible for a personal holiday. Use of personal holidays is subject to approval of the employee's supervisor. Personal holiday time must be used prior to the first day of the first pay period of the following year or time is forfeited.

1/28/04

ARTICLE 37 - ACTING PAY/CLERICAL EMPLOYEES

An Employee required to temporarily perform the duties of a higher classification shall be paid the rate of the higher classification providing the assignment is for five (5) work days or more.

3/17/95

ARTICLE 38 - CONTRACT TERM

This agreement shall remain in full force and effect through midnight February 28, 2015 and thereafter except that either party may serve notice on the other of its desire to open the agreement for negotiations not sooner than 120 nor later than 60 days prior to February 28, 2015.

ARTICLE 39 - PERS PICK-UP

The Employer agrees to continue the PERS Pick-Up Program pursuant to Board Resolution #125-83.

3/17/95

METROPOLITAN PARK DISTRICT OF THE TOLEDO AREA

Mr. Kimble offered and moved adoption of the following resolution:

RESOLUTION 125-83

PERS PICK-UP

Whereas, the Internal Revenue Service held in Internal Revenue Service Ruling 77-462, interpreting Internal Revenue Code Section 414(h)(2), that the required contributions of public

employees to the qualified stated pension plan which are assumed and paid, or "picked up", by their employers are treated as employer contributions to the plan that are excludable from the employees' wages for purposes of income tax withholding and from gross income for purposes of personal income tax until subsequent distribution or availability to the employees, and

WHEREAS, the Attorney General of the State of Ohio in Opinion 82-097 ruled "where an employee's earnings or basis of his contribution to the State Teachers Retirement System, include the amount of the employee's contribution, whether paid by the employee or 'picked up' by the employer, then such 'pick up' may be included in computing final average salary", and

WHEREAS, it is the intention of the Board of Park Commissioners of the Metropolitan Park District of the Toledo Area to "pick up" its employees' mandatory retirement contributions by designating the contribution of the employee as employer contributions through the use of the salary reduction method illustrated in Internal Revenue Service Ruling 81-36,

NOW, THEREFORE, BE IT RESOLVED: Effective with all wages earned during and after September 17, 1983, the Board shall "pick up" the mandatory retirement contributions to the Public Employees Retirement System using the salary reduction method illustrated in Internal Revenue Service Ruling 81-36, and shall designate such amounts as employer contributions for income tax purposes in order that the amount of each employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's gross income reduced by the amount of the employee's mandatory retirement system contribution which has been "picked up" by the Board, while continuing to designate such amounts as employee contributions in order that the amount "picked up" by the Board shall be included in computing final average salary, as permitted by Ohio Attorney General Opinion 82-097, and provided that the employee's total salary shall not be increased by such "pick up" nor shall the Board's total contribution to the Public Employees Retirement System be increased thereby.

Mr. Yager seconded the motion and upon unanimous vote the resolution was declared duly adopted.

CERTIFICATION

I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted at the regular Board meeting of the Metropolitan Park District of the Toledo Area held August 11, 1983.

Robert R. Metz, Director-Secretary

Approved as to form:

ARTICLE 40 - CIVIL RIGHTS SUITS

The Employer agrees to notify the Union as soon as possible after service on the Employer of a civil rights suit involving a past, present or potential Bargaining Unit employee.

3/17/95

ARTICLE 41 - NON-BARGAINING UNIT EMPLOYEES

Section 1.

The Employer agrees to consult with the Union prior to replacing a full-time bargaining unit position with a part-time, conditional or seasonal position(s).

Section 2.

No current full-time bargaining unit employee shall be replaced by a part-time, conditional or seasonal employee.

3/17/95

ARTICLE 42 - SHIFT DIFFERENTIAL

Effective the first payroll after execution of the Collective Bargaining Agreement, bargaining unit employees will receive a shift differential of forty-five (45) cents per hour for work performed after 4:00 p.m.

3/1/12

ARTICLE 43 - PAST PRACTICE

On the issue of past practice, the parties share the opinion that such issues should be treated as follows:

If Contract language is clear and unambiguous, the language supersedes any practice(s).

If the Contract language is not clear, or is ambiguous, or does not address the issue, in order for the practice to have weight, it must have been known to and acquiesced in by both parties to the Agreement.

3/17/95

ARTICLE 44 - COMMERCIAL DRIVERS LICENSES

1. Park Maintenance will be required as a part of their job classification to obtain a Class A Commercial Drivers License (CDL).
2. For those Employees who are unable to be grandfathered into their CDL, the Park District will provide training time and equipment to learn how to operate the necessary equipment to obtain a Class A license. The training site will, most likely, be Oak Openings.
3. Everyone who is required to obtain a Class A CDL will be responsible to pay for their license. There will be no reimbursement by the Park District for this expense. Employees may take the written test on park time. However, Employees will be required to purchase their license on their own time.
4. Employees who are required to take the practical portion of the test will be able to do so on Park District time with Park District equipment and, upon successful completion of the practical test, will be reimbursed (one (1) time only) for the initial practical test and temporary permit.
5. There has been some concern about what would happen to an Employee should their CDL License be suspended. It is not the intent of the Park District to terminate Employees and the Metropark District will work with Employees who may have minor suspensions.
6. New Employees will have twelve (12) months from their date of hire to obtain their CDL Certification and the Park District will not pay for the driver's test or license.

3/17/95

ARTICLE 45 - BODY ARMOR (VESTS) FOR RANGER/SERVICEPERSONS

The Employer will purchase body armor (vests) and all replacements as required. Ranger/servicepersons agree that body armor is to be worn according to Ranger Handbook policy.

It is mandatory for each ranger/serviceperson to wear a vest during firearms training/qualifications.

Each ranger/serviceperson is required to maintain his/her vest according to the manufacturer's directions. No contribution shall be made by the Employer toward cost of replacement in less than five (5) years or where the same is the result of abusive use of the vest.

Vests will remain the property of the Employer and, like other issued equipment, are not to be used for employment outside the Metropark District.

2/05/01

ARTICLE 46 - NO STRIKE/NO LOCKOUT

Section 1.

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the Metropolitan Park District for the life of this Agreement. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other Bargaining Unit Employees of the Employer. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all Employees to immediately return to work. The Union shall also notify the media of notices herein, as soon as possible after notifying the Employees. Should the Union fail to post such notice, the Employer shall have the option of seeking any appropriate legal remedies. Any Employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively will authorize, instigate, cause, aid or condone any lockout of members of the Union for the life of this Agreement.

3/17/95

ARTICLE 47 - SMOKING/TOBACCO USE POLICY

Employee use of tobacco products shall not be permitted in park vehicles, on other equipment or on Park District property. Smoking and tobacco use by employees is not allowed in the following situations: • While working • While wearing a Metropark uniform in public • In any Metropark vehicle or facility.

Smoking and tobacco use is acceptable only in the employee's personal vehicle in the following situations: • During an approved break in the employee's vehicle • While entering or leaving the park for work purposes in the employee's vehicle • While traveling on park business in the employee's vehicle.

Upon request, the employer shall provide information regarding tobacco use cessation programs to employees affected by this Article.

3/1/12

ARTICLE 48 - NATURAL/MAN-MADE DISASTER EMERGENCY

In the event the Lucas County Sheriff and/or the sheriff of the county of the employee's residence or of a county through which the employee must travel to get to work issues a directive to halt all vehicular traffic, the Bargaining Unit Employees will not be required to report to work. Full-time Employees not on holiday, vacation or sick leave and scheduled to work on the day or days in which the traffic is halted shall be paid for those days.

3/17/95

**ARTICLE 49 - DRUG-FREE WORKPLACE – EMPLOYEE/APPLICANT (CDL)
ALCOHOL AND CONTROLLED SUBSTANCE TESTING**

Metroparks Employees and applicants required to obtain a Commercial Drivers' License (CDL) for performance of their duties, or the duties for which they are applying will be required to submit to drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations. The Director or his/her designee is hereby authorized and directed to take all steps necessary to implement the requirements of the law and this Metroparks policy.

3/17/95

SIGNATURE

In Witness Whereof, the parties hereto have signed and executed this Agreement, and several other copies hereof, this 30th day of March, 2012.

METROPOLITAN PARK DISTRICT
OF THE TOLEDO AREA

AFSCME LOCAL #706

By Catherine Marinelli
Catherine Marinelli, Interim Director

By Becky Woodcock
Becky Woodcock

By Cheryl Tyler-Folsom
Cheryl Tyler-Folsom, Representative

Dated: 3/30/12

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APPENDIX 1 – MATRIX/WAGES

GRADE	TITLE
16	Ranger Mechanic
14	Ranger / Park Service
14	Naturalist / Historic Interpreter
14	Graphics Designer
12	Deputy Ranger / Park Service
12	Bldg / Grounds / Maintenance & Repairs
12	Bldg Maint & Repairs
12	Park Maintenance
12	Accounting Clerk II
12	Public Information Assistant
11	Accounting Clerk I
11	Administrative Secretary
10	Building Serviceperson

PAY RANGES FOR 2012

GRADE	ENTRY	MAX
16	18.979	28.731
14	17.561	26.650
12	16.268	24.691
11	15.659	23.764
10	15.114	22.855

- Hourly wage rates of individual bargaining unit members shall be maintained by Metroparks.
- Direct deposit shall be mandatory for all bargaining unit members.
- Newly promoted bargaining unit members shall be placed at the entry rate for the higher grade or receive a 2.75% increase, whichever is greater.
- Effective the first full pay period in March of 2012:
 - employees with wage rates below “max” shall receive a three percent (3%) increase to his/her hourly rate
 - employees with wage rates at “max” shall receive a one-time lump sum payment equal to one percent (1%). Lump sum payments shall be calculated based upon 2080 hours.
 - Base wage rates shall not, under any circumstance, exceed the “max” rate.
- Effective the first full pay period in March of 2013:
 - employees with wage rates below “max” shall receive a three percent (3%) increase to his/her hourly rate
 - employees with wage rates at “max” shall receive a one-time lump sum payment equal to one percent (1%). Lump sum payments shall be calculated based upon 2080 hours.
 - Base wage rates shall not, under any circumstance, exceed the “max” rate.
- Effective the first full pay period in March of 2014:

- employees with wage rates below “max” shall receive a three percent (3%) increase to his/her hourly rate
- employees with wage rates at “max” shall receive a one-time lump sum payment equal to one percent (1%). Lump sum payments shall be calculated based upon 2080 hours.
- Base wage rates shall not, under any circumstance, exceed the “max” rate.

GROUNDS TECHNICIAN PROGRESSION PLAN

Grounds Technicians may participate in the Grounds Technician Progression Plan agreed to on January 30, 2009.

Land Management Technicians may progress within the Grounds Technician Progression Plan provided that newly hired Land Management Technicians entering the Bargaining Unit may progress to Level 2 without regard to the year service requirement and are otherwise qualified. Movement beyond Level 2 of the Grounds Technician Progression Plan for Land Management Technicians shall require adherence to the appropriate year service requirement and other qualifications specified.

Language:

1. Level advancement in the Grounds Technician Progression Plan is voluntary.
2. Classes only qualify once; employees shall not take the same class twice to qualify for level advancement.
3. Subject to supervisor approval, college courses that are only offered during working hours may be attended on the clock. Priority to available courses shall be based upon seniority.
4. College coursework may be taken out of sequence; prerequisite and co-requisite rules must be followed. For example, a college coursework requirement listed under Level 2 not previously satisfied may be taken in order to achieve Level 3. Other specified training shall not be taken out of sequence unless otherwise listed.
5. College course work shall be subject to Tuition Reimbursement per Article 24 of the Agreement.
6. Employees may test out of classes with a grade of “A” or “B” if such a test is so offered by the college. Cost for testing will be paid by employee. Proof of grade from the college must be presented prior to level advancement.
7. Any Metroparks Ground Technician or Land Management Technician has the ability to move from Level 1 through Level 5 per the requirements. Eligible employees are able to advance one level every two years.
8. Courses not listed on the Grounds Technician Progression Plan may not be substituted for listed requirements. However, with the approval of the Associate Director, Human

Resources, acceptable transferable courses from other colleges may be used to substitute for courses listed on the Grounds Technician Progression Plan.

9. Individuals moving from one Level to the next shall be placed at the entry rate for the higher level or receive a 2.75% increase, whichever is greater.
10. Certifications must be maintained in order to retain Grounds Technician Progression level.
11. A joint committee shall be formed equal parts union (3) and management (3) to address issues that may arise concerning the Grounds Technician Progression Plan. Determinations of the joint committee must be approved by the Associate Director, Operations.

2012 PAY RANGES FOR GROUNDS TECHNICIANS

GT LEVEL	ENTRY	MAX
1	10.434	15.778
2	11.910	17.865
3	13.335	20.003
4	14.761	22.141
5	16.268	24.691

APPENDIX 3 - DEFINITION PAGE

INITIAL PROBATION - Probationary period of employment of a newly hired employee of the park district.

JOB GROUP - those job titles, which based upon equivalent pay and similarity of skills/duties, are eligible for transfer as reflected in Appendix 2.

JOB TITLE OR CLASSIFICATION - a job title as listed in Article 2.

POSITION - the combination of the job title and a location.

CALCULATION OF TIME LINES - For purposes of determining time lines under Article 10 and 11 of the Collective Bargaining Agreement, the day of receipt, the day of the event or knowledge of the occurrence shall not be included in the calculation.

DISTRICT – “District” with a capital D means the entire Metropark District; “district” with a lower case d means two or more parks combined for park operations.

APPENDIX 4 - DISCIPLINE

Discipline (Oral or Written)

1. Resolution w/ immediate supervisor (yes) then end
(no) proceed to #2
2. Resolution w/ Supervisor's Supervisor (yes) then end
(no) subject to #3
3. Subject to review at Step #2 of the Grievance procedure (hearing w/ Director or designee)

Discipline (Potential Suspension, Demotion or Termination)

1. Resolution w/ immediate supervisor (yes) then end
(no) proceed to #2
2. Resolution w/ Supervisor's Supervisor (yes) then end
(no) proceed to #3
3. Pre-Disciplinary hearing w/ Director or designee if resolved, then end
If not resolved, subject to #4
4. Subject to review at Step #3 of the Grievance procedure (Arbitration)

LETTER OF UNDERSTANDING #1 - CDL EXEMPTION

Notwithstanding Article 44 Section 1, an employee may make a written request to the District Supervisor for a temporary exemption from the requirement to obtain/maintain a Class A commercial driver's license (CDL), so long as his/her present assignment continues. The District Supervisor may recommend such exemption to the Director if he determines it to be appropriate. Among the factors to be considered in determining whether to recommend exemption are:

1. Physical limitations
2. Two or more bargaining unit members at the Park have CDL's
3. Cost of training
4. Location of equipment
5. Loss of skills
6. Poor driving record
7. Inability to obtain CDL
8. Exposure of the district to liability

METROPOLITAN PARK DISTRICT
OF THE TOLEDO AREA

AFSCME LOCAL #706

By Catherine Marinelli
Catherine Marinelli, Interim Director

By Becky Woodcock
Becky Woodcock

By Cheryl Tyler-Folsom
Cheryl Tyler-Folsom, Representative

Dated: 3/30/12

LETTER OF UNDERSTANDING #2 - LIGHT-DUTY/WORK RESTRICTIONS PROGRAM

1. The Metropolitan Park District of the Toledo Area (Employer) and Local 706 and Council 8 of the American Federation of State, County and Municipal Employees (AFSCME) hereby mutually adopt a Light-Duty/Work Restrictions Program, the purpose of which is to provide employment opportunities for certain Metropark bargaining unit employees who are unable to perform their normally assigned duties due to illness or injury.
2. A light-duty position shall be defined as a temporary assignment outside of the bargaining unit in which the employee normally works (with or without restriction). A work-restriction position shall be defined as an assignment in the classification the employee held at the time the illness or injury occurred (with restrictions) or to a temporary assignment within the bargaining unit in which the employee normally works (with or without restrictions). Restrictions means some limitation on the employee's ability to perform the functions of the job, some modification of the job or some other accommodation which can be accommodated/made consistent with the safety of the employee and his/her co-workers and without undue hardship.
3. Employees eligible for placement in light-duty/work restrictions positions, if available, are those bargaining unit employees who are unable to return to work due to illness or injury, whether or not work-related. Assignment to a light-duty/work restrictions position is limited to a maximum six (6) months. Any extension beyond six (6) months will be based upon individual circumstances and granted solely at the discretion of the Employer.
4. The Employer will select individuals for assignment to light-duty/work restrictions positions based upon a case-by-case approach taking into consideration the ability of the individual, the nature of and expected duration of the individual's medical problem, and the work needed and available. Normally, the Employer will first review available information to determine if the employee can be returned to the position held at the time the illness or injury occurred, with or without restriction. If not, other work restriction or light-duty positions will be considered, if needed and available, based upon the employee's condition. These other positions may be in any of the Employer's locations.
5. An employee with medical restrictions who, as a result, cannot perform the duties of his current position, who has sufficient qualifications and ability to perform other duties in or out of his current classification, may be temporarily assigned to needed and available work by the Employer and shall be subject to the hours and working conditions of that assignment.
6. Where necessary to determine whether an employee is to be placed, or continue, in a light-duty/work restrictions assignment, or returned to the employee's regular duties, the Employer may require the employee to be examined by a physician of the Employer's choosing. Employees may be required to provide appropriate medical releases for submission of medical, hospital or physician records, test results or x-rays, or any other necessary medical information to the Employer physician. If the Employer's physician and the employee's physician are unable to agree whether the employee is able to perform his regular job duties, or a light-duty/work restrictions position, then an examination by a third physician, chosen either by the employee's treating physician and the Employer physician, or, if they are unable or unwilling to select a

physician, by the Employer and the Union, shall be conducted. The decision of the third physician shall be final and binding upon the Employer, the Union and the employee. The third physician shall be chosen, shall examine the employee and shall render his written decision as soon as possible. Examination by the Employer's physician and the third physician, if necessary, shall be at Employer expense. Medical examination results will be maintained in a confidential medical records file, separate from the employee's personnel file. Relevant medical information will be disclosed only to supervisors, other employees or Union representatives with a need to know, or as otherwise required by law.

7. If it is determined by the employee's physician and the Employer's physician, or ultimately by the third physician, that the employee is able either to return to his regular job duties or be placed in a light-duty/work restrictions assignment, the employee shall report for work within three (3) working days after being notified by the Employer in writing that work within the employee's capabilities is available. A written summary outlining the terms of the employee's light-duty/work restriction assignment will be prepared. The summary will be revised and updated as necessary. Copies of the summary will be provided to the employee and Union.

8. Failure of an employee to cooperate in providing medical releases, records or related information; in cooperating with medical examinations, or in failing to return to work within applicable time limits will be subject to discipline up to and including discharge. Furthermore, employees placed in light-duty/work restrictions assignments will be required to meet all performance criteria of the light duty/work restrictions assignment, as well as to comply with all applicable Employer policies and procedures. Failure to do so will subject the employee to discipline up to and including discharge. Disputes under this light-duty/work restrictions program will be subject to the grievance and arbitration provisions of the applicable Collective Bargaining Agreement, provided, however, no employee is guaranteed a choice of position or job assignment under this program. In the event a grievance is filed objecting to the work-restriction/light duty assignment to which an employee has been assigned under this program, the assignment made by the Employer may only be reviewed by an arbitrator on the basis of whether the Employer's actions were arbitrary or capricious.

9. Employees assigned to light-duty/work restriction assignments will remain bargaining unit members subject to the terms of the applicable Collective Bargaining Agreement as modified herein and will be entitled to benefits according to the eligibility requirements specified in the Collective Bargaining Agreement.

10. The Union acknowledges that light-duty/work restriction assignments not currently recognized as in the bargaining unit shall remain non-bargaining unit positions and that other employees from outside the bargaining unit may be assigned to such work. Light-duty positions will not be subject to posting. Based upon operational needs, the Employer may reassign or layoff/recall employees in light-duty positions.

METROPOLITAN PARK DISTRICT
OF THE TOLEDO AREA

AFSCME LOCAL #706

By Catherine Marinelli
Catherine Marinelli, Interim Director

By Becky Woodcock
Becky Woodcock

By Cheryl Tyler-Folsom
Cheryl Tyler-Folsom, Representative

Dated: 3/30/12

LETTER OF UNDERSTANDING #3 - SICK LEAVE

The Metropolitan Park District of the Toledo Area ("Park District") will consider, on a case-by-case basis, requests by employees to contribute accumulated sick leave to a colleague who suffers catastrophic illness or injury or, with less than 4 years of service, suffers personal illness or injury that qualifies as an FMLA event, provided that the colleague has exhausted all sick leave and is not eligible for disability retirement

METROPOLITAN PARK DISTRICT
OF THE TOLEDO AREA

AFSCME LOCAL #706

By Catherine Marinelli
Catherine Marinelli, Interim Director

By Becky Woodcock
Becky Woodcock

By Cheryl Tyler-Folsom
Cheryl Tyler-Folsom, Representative

Dated: 3/30/12

**LETTER OF UNDERSTANDING #4 - NOTIFICATION TO AFFECTED EMPLOYEES
AND GUIDELINES FOR IMPLEMENTATION OF EMPLOYEE/APPLICANT (CDL)
ALCOHOL AND CONTROLLED SUBSTANCE TESTING POLICY**

1. POLICY

Employee/Applicant (CDL) Alcohol and Controlled Substance Testing

2. QUESTIONS REGARDING THIS POLICY SHOULD BE ADDRESSED TO:

Director of the Metroparks
Director of Human Resources
Park Services Manager

**3. THE REQUIREMENTS UNDER FEDERAL LAW FOR ALCOHOL AND
CONTROLLED SUBSTANCE TESTING AND INDIVIDUALS SUBJECT TO
TESTING**

The Federal Omnibus Transportation Employee Testing Act of 1991, and regulations issued thereunder by the Federal Department of Transportation (published in part Federal Register, February 15, 1994 (See 49 CFR Parts 40, 382, 383, 391), require alcohol and controlled substance testing of employees performing safety-sensitive functions in the motor carrier, railroad, aviation and mass transit industries. These new rules expand upon previously existing controlled substance testing regulations, issued in November, 1988, that required controlled substance testing of employees in the interstate motor carrier, railroad, pipeline, commercial marine and aviation industries.

The new Federal regulations for the first time cover Metroparks employees and applicants who are required to obtain a Commercial Drivers' License (CDL) for performance of their duties or the duties of the position for which they are applying. These individuals will be referred to as "Drivers" throughout this Notification. The Federal regulations require the Metroparks to institute its policy and testing program effective January 1, 1996.

The Federal regulations and the Metroparks policy cover Drivers in conjunction with the operation of a commercial motor vehicle during any period in which the Driver is actually performing, ready to perform or immediately available to perform safety-sensitive functions. Safety-sensitive functions include on-duty time as defined in 49 CFR 395.2 and includes:

All time spent driving; waiting to be dispatched; inspecting and servicing equipment; supervising, performing or assisting in loading or unloading; repairing or obtaining and waiting for help with a disabled vehicle; performing Driver requirements related to accidents; performing duties related to compliance with the alcohol/controlled substance testing program; and performing any other work for the Metroparks or paid work for any other entity.

Any changes in applicable Federal regulations will be incorporated under the Metropark policy.

4. PROHIBITED CONDUCT - THE FEDERAL REGULATIONS AND METROPARKS POLICY PROHIBIT MISUSE OF ALCOHOL AND USE OF CONTROLLED SUBSTANCES

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Controlled Substances has the meaning as assigned by 21 USC 802 and includes all substances listed on Schedules I through V as they may be revised from time to time. (21 CFR Part 1308)

a. **Prohibited Use** - The regulations prohibit alcohol use that could affect the performance of safety-sensitive functions. The regulations specifically prohibit alcohol misuse which could affect performance of driving a commercial motor vehicle, including:

- 1) Use of alcohol on the job;
- 2) Use of alcohol during the 4 hours before performance of a safety-sensitive function;
- 3) Having prohibited concentrations of alcohol in the system while performing safety-sensitive functions;
- 4) Use during the 8 hours following an accident;
- 5) Refusal to take a required test.

The prohibition on alcohol misuse includes utilization of medications/over-the-counter remedies containing alcohol.

b. **Prohibited Controlled Substance Use** - A Driver may not report for duty or remain on duty during the performance of safety-sensitive functions if the individual uses any controlled substances. A Driver may obtain certification from a physician that his/her use of a controlled substance is authorized by the physician and will not adversely affect his/her ability to safely operate a commercial motor vehicle. A driver is required to advise the transportation supervisor in writing of any authorized controlled substance use and provide his/her physician's written verification that it will not adversely affect the safe operation of the commercial motor vehicle. Such documents will be maintained as part of the Driver's medical records.

5. HOW ALCOHOL AND CONTROLLED SUBSTANCE TESTING WILL BE CONDUCTED

Testing procedure and facilities/methods used for tests for misuse of alcohol and use of controlled substances will be conducted as authorized and prescribed under the Federal regulations 49 CFR Part 40. Any changes in applicable Federal regulations will be incorporated under the Metroparks policy.

- a. **Alcohol Test Administration** - Driver alcohol testing will be conducted by a trained breath alcohol technician (BAT). The BAT will use an evidential breath testing device (EBT), which is on the federally-approved certified provider list, which the BAT has been trained to operate.

Testing will be conducted in conformance with the provisions of 49 CFR Part 40, utilizing the breath alcohol test form(s) prescribed by the federal regulations. The procedures for alcohol testing are summarized as follows:

- i. Testing will be done in a location that provides visual and aural privacy.
- ii. The BAT will require positive identification of the Driver. The Driver may request positive identification of the BAT. The BAT will explain the testing procedure.
- iii. The BAT and the Driver will complete the initial steps on the Breath Alcohol Testing Form. Refusal by the Driver to sign this certification at this step shall be regarded as a refusal to take the test.
- iv. The BAT will assemble the EBT in the Driver's presence and will instruct the Driver to blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates an adequate amount of breath has been obtained.
- v. The BAT shall show the Driver the results of the test as indicated by the EBT. Information required by the federal regulations will be recorded on the breath alcohol testing form and log book. The employee shall initial the log book entry.
- vi. If the result of the screening test is a breath alcohol concentration of less than 0.02, the BAT and the Driver shall sign the certification.
- vii. If the Driver does not sign the certification at this step or initial the log book entry, it is not considered a refusal to be tested. In this event, the BAT shall note the Driver's failure to sign or initial in the "Remarks" section of the form.
- viii. The employer will be advised, in a confidential manner, of the results of the test. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test shall be performed.

- ix. If a BAT other than the one who conducted the screening test is conducting the confirmation test, the BAT will obtain positive identification of the Driver. The Driver may request positive identification of the BAT.
 - x. The BAT will instruct the Driver not to eat, drink, place objects or substances in his mouth, and, if possible, not to belch during the waiting period before the confirmation test. The waiting period shall not be less than 15 minutes after the completion of the screening test. Confirmation tests shall be conducted within 20 minutes of the completion of the screening test. The BAT will explain that the reason for these requirements are for the Driver's benefit to prevent any accumulation of mouth alcohol leading to an artificially high reading. If the employee does not comply with the instructions, the BAT shall so note in the "Remarks" section of the Breath Alcohol Testing Form.
 - xi. Appropriate sections of the Breath Alcohol Testing Form will be completed. Refusal by the Driver to sign this certification at this step shall be regarded as a refusal to take the test.
 - xii. Before the confirmation test is administered for each Driver, the BAT shall ensure that the EBT registers 0.00 on an air blank. The Driver will be tested on the same manner as for the screening test.
 - xiii. The BAT shall show the Driver the results indicated by the EBT and will record the results on the Breath Alcohol Testing Form. The BAT and the Driver will sign the form and initial the log book entries. Failure of a Driver to sign the form at this step or to initial the log book will not be considered a refusal to be tested. The BAT will note such refusal under the "Remarks" section of the form.
 - xiv. In the event the screening and confirmation test results are not identical, the confirmation test result is deemed to be the final result upon which any action will be based. Following completion of the confirmation test, the BAT shall conduct an airblank. If the reading is greater than 0.00, the test is invalid.
 - xv. The BAT shall transmit all results to the employer in a confidential manner.
- b. **Controlled Substance Test Administration** - Driver controlled substance testing will be conducted through urinalysis. Driver controlled substance testing will be conducted by trained collection site personnel using authorized methods for collection of a split urine sample. The urinalysis will be performed at a laboratory certified by the United States Department of Health and Human Services. Testing will consist of an initial screening test using an immunoassay testing method and a confirmatory test using gas chromatography/mass spectrometry (GC/MS).

Testing will be conducted in conformance with the provisions of 49 CFR Part 40, using a standard drug testing custody and control form prescribed by the regulations. The procedures are summarized as follows:

- i. Specimen collection shall allow individual privacy unless there is a reason, as specified in the regulations, to believe that a particular individual may alter or substitute the specimen to be provided.
- ii. The collection site person shall require positive identification of the Driver. The Driver may request positive identification of the collection site person.
- iii. The collection site person shall ask the Driver to remove any unnecessary outer garments, such as a coat or jacket, that might conceal items or substances that could be used to tamper with or alter the individual's urine specimen. Purses or briefcases shall remain with outer garments, however, the Driver may retain his/her wallet. Receipts may be requested for personal belongings.
- iv. The Driver shall be instructed to wash and dry his/her hands prior to urination. After washing hands, the individual shall remain in the presence of the collection site person and shall not have any access to any water fountain, faucet, soap dispenser, cleaning agent or other materials which could be used to adulterate the specimen.
- v. The Driver may provide the urine specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy. If the collection site person is to monitor or observe the specimen collection, the collection site person shall be of the same gender as the Driver. The collection site person shall provide the Driver with an appropriate collection container or specimen bottle. Whenever there is a reason to believe that a particular Driver has altered or substituted a specimen, a second specimen shall be obtained as soon as possible under the direct observation of a same-gender collection site person.
- vi. Both the Driver and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. The specimen shall be sealed and labeled in the presence of the Driver. The collection site person shall place an identification label on the bottle(s) specifying the date the individual's specimen number and other identifying information provided or required by the employer. The Driver shall initial the identification label on the specimen bottle(s) for the purpose of certifying that it is the specimen collected from him/her. The collection site person shall enter all other information required on the drug testing custody and control form certifying that collection was accomplished according to applicable federal requirements. The Driver shall be asked to read and sign a statement on the drug testing custody and control form certifying that the specimen identified as having been collected from him/her is in fact the specimen he/she provided. The Driver may also be required to sign a consent and release form authorizing the collection of the specimen, analysis of the specimen for designated controlled substances, and release of the results to the employer.
- vii. The collection site person shall complete the chain of custody portion of the drug testing custody and control form to indicate receipt of the specimen from the

Driver and shall certify proper completion of the collection.

- viii. If the Driver refuses to cooperate with the collection process, the collection site person shall inform the employer representative and shall document the non-cooperation on the drug testing custody and control form.
- ix. The sample will be transported to a laboratory approved by the United States Department of Health and Human Services. Appropriate chain of custody documentation will be followed for shipping and laboratory analysis. Laboratory personnel and analysis procedure shall comply with the requirements of 49 CFR Part 40.
- x. The laboratory shall conduct an initial test using an immunoassay method meeting U.S. Food and Drug Administration requirements. Confirmatory tests on specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS). The five drugs or classes of drugs for which testing will be conducted and their initial/confirmation cutoff levels are as follows:

<u>Test</u>	<u>Cutoff Levels (ng/ml)</u>	
	<u>Initial Test</u>	<u>Confirmatory</u>
Marijuana metabolites(a)	50	15
Cocaine metabolites(b)	300	150
Opiate metabolites	300*	300
Phencyclidine	25	25
Amphetamines	1,000	500

(a)Delta-9-Tetrahydrocannabinol-9-carboxylic acid.

(b)Benzoylecgonine.

*ng/ml if immunoassay specific for free morphine.

Per the regulations specimens may only be tested for the covered controlled substances and the specimen may not be used to conduct any other analysis or test.

- xi. The laboratory shall report test results to the employer's Medical Review Officer (MRO). The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug. The medical review officer shall report whether the test is positive or negative, and may report the drug(s) for which there was a positive test, but shall not disclose the quantitation of test results to the employer, except as permitted under the regulations.
- xii. The Medical Review Officer shall be a licensed physician with knowledge of substance abuse disorders. The role of the Medical Review Officer is to review

and interpret confirmed positive test results obtained through the employer's testing program. Prior to making a final decision to verify a positive test result for a Driver, the MRO shall give the Driver an opportunity to discuss the test result with him. The MRO shall contact the Driver directly, on a confidential basis, to determine whether the employee wishes to discuss the test results. A staff person under the MRO's supervision may make the initial contact and a medically licensed or certified staff person may gather information from the Driver. Contacts with the Driver may be made through the employer, if the MRO is unable to reach the individual directly, as specified in the regulations.

- xiii. If a test result of a primary specimen on a split urine sample is positive, the Driver may request that the split specimen be tested in a different Department of Health and Human Services certified laboratory for presence of the drug(s) for which a positive test result was obtained on the test of the primary specimen. The MRO shall honor such request if it is made within 72 hours of the Driver having been notified of a verified positive test result. In such a case when notified by the MRO, the laboratory shall forward the split specimen, seal intact, to a different Department of Health and Human Services approved laboratory, along with a copy of the MRO request and the split specimen copy of the chain of custody form with appropriate chain of custody entries. The results of the confirmation test on the split specimen is to be transmitted by the second laboratory to the MRO. Only the MRO may authorize testing of the split specimen.
 - xiv. If the result of the test for the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the MRO shall cancel the test, report the cancellation and the reasons for it to the DOT, the employer, and the Driver. Before the MRO verifies the confirmed positive result, consistent with the regulations, the MRO shall determine if there is a legitimate medical explanation for the positive test result, and if so shall report the test as negative.
- c. **Copies of Forms Will Be Provided to Drivers** - Drivers will receive employee copies of applicable breath alcohol testing form(s) and standard drug testing custody and control form(s) as required by the regulations following submission of a breath/urine sample.
 - d. **Metroparks Contacts for Test Results** - The individuals authorized by the Metroparks to receive the results of the alcohol and controlled substance tests from breath alcohol technicians or the Medical Review Officer are the Director of the Metroparks, Superintendent of Parks, and Director of Human Resources.

- e. **Payment for Tests** - All testing as required by law for employees will be paid for by the Metroparks. Employees will be paid for time spent complying with testing program requirements at their applicable hourly rate of pay.

6. WHEN TESTING IS REQUIRED

- a. **General Issues** - Alcohol and controlled substance tests are required on Drivers under the following circumstances:
 - i. Pre-employment;
 - ii. Post-accident;
 - iii. Reasonable suspicion;
 - iv. Random; and
 - v. Return-to-duty/follow-up.

Drivers covered by the regulations are prohibited from refusing to take a test.

The Metroparks will notify a Driver of the results of random, reasonable suspicion, and post accident controlled substance tests if the test results are verified positive. The Metroparks will also tell the Driver which controlled substance(s) were verified as positive.

The Metroparks will notify a Driver/Applicant of the results of a pre-employment controlled substance test if the Driver/Applicant requests the results within sixty (60) calendar days of being advised of the disposition of his/her employment application.

- b. **Pre-Employment Testing** - No driver may be allowed to perform safety-sensitive functions unless he has taken an alcohol concentration test indicating an alcohol concentration less than 0.04, and has obtained a negative result confirmed by a Medical Review Officer of a controlled substance test. The alcohol and controlled substance tests may be given any time prior to the first time the employee performs duties for the Metroparks, as permitted by law during the hiring process, or before an employee transfers to a Driver's position. Each offer of employment shall be conditioned upon the passing of a breath and/or urine test for alcohol and drugs. When permitted by the federal regulations, the Metroparks may verify an applicant's participation and coverage under an alcohol and controlled substance testing program as specified by the federal regulations in lieu of conducting pre-employment testing.

- c. Post-Accident Testing** - If a Driver is involved in an accident involving a commercial motor vehicle, and the accident involves the loss of human life, bodily harm or the employee is cited under state or local law for a moving violation arising out of the accident, surviving Drivers must be tested for alcohol and controlled substances. Drivers will receive necessary post-accident information, procedures and instructions before they commence performance of safety-sensitive functions.
- i. Post-accident alcohol tests should be administered as soon as possible within two (2) hours after the accident or the reasons for failing to do so must be documented. In no event is a post-accident alcohol test to be conducted more than eight (8) hours after an accident.
 - ii. A post-accident controlled substance test should be administered as soon as possible after an accident but in no event is it to be administered more than thirty-two (32) hours after the accident.
 - iii. Drivers must make themselves readily available for post-accident testing absent the need for immediate medical attention.
 - iv. The Metroparks may rely upon alcohol breath or controlled substance urinalysis tests conducted by law enforcement officials who have independent authority to conduct a test, provided the tests conducted by such law enforcement officials meet the requirements of applicable federal, state or local law.
 - v. No driver shall use alcohol for eight (8) hours after an accident, or until after he/she undergoes a post-accident alcohol test, whichever occurs first.
 - vi. Failure to report an accident is a violation of this policy and will subject the Driver to disciplinary action under the applicable collective bargaining agreement.
- d. Random Testing** - The Metroparks will randomly select Drivers at various times for unannounced alcohol and controlled substance testing. Drivers will be selected through a "scientifically valid method" (matching employees' social security numbers, payroll identification numbers or other identifying numbers with a computer-based random-number generator) that will assure all Drivers have an equal chance of being tested. Drivers may only be tested while performing their safety-sensitive functions or immediately after performing their safety-sensitive functions. For alcohol testing, test dates will be reasonably established through a 12 month period that assures the number of Drivers randomly selected equals an annual rate of not less than 25% of the total number of average Driver positions. For controlled substance testing, the number reasonably selected will equal an annual rate of not less than 50% of the average number of Driver positions. Annual testing percentages may be modified as authorized by the federal regulations.

To the extent permitted by law, the Metroparks random testing pool will consist of two employees at each park where a commercial motor vehicle is located plus the ranger mechanic and any employee operating a commercial motor vehicle.

- e. **Reasonable Suspicion Testing** - The Metroparks will test Drivers for alcohol and/or controlled substance use when the Metroparks has reasonable suspicion to believe that a Driver has violated the federal regulations and Metroparks policies. A determination that reasonable suspicion exists to require an alcohol and/or controlled substance test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. Observations may include indications of the chronic and withdrawal effects of controlled substances.

The observation and determination that a reasonable suspicion exists may only be made by a supervisor trained in detecting the symptoms of alcohol and drug abuse. The required observations for an alcohol test may only be made during, just preceding or just after the period in the workday that the Driver is performing a safety-sensitive function. Such tests may not be conducted by the administrator or supervisor making the observation. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the Metroparks shall prepare and maintain a record explaining why this was not done. Attempts to conduct such an alcohol test will terminate after eight (8) hours.

An administrator or supervisor who makes the observations leading to a controlled substance reasonable suspicion test must make and sign a written record of such observations within 24 hours of the observation or before the test results are released, whichever is earlier.

- f. **Return-to-Duty Testing/Follow-Up Testing** - As required by the regulations and subject to Section 7 of this notification regarding discipline, the Metroparks will ensure that Drivers who have violated the alcohol rules and/or controlled substance rules, who may be permitted to return to work, must undergo a return-to-duty alcohol test indicating an alcohol concentration of less than 0.02 and/or a verified negative controlled substance test, before returning to a safety-sensitive function.

Employees identified by a substance abuse professional (SAP) as needing assistance in resolving problems with alcohol and/or controlled substance use, who are permitted to return to performance of safety-sensitive functions, are subject to follow-up testing. Follow-up testing is to consist of unannounced alcohol and/or controlled substance tests following the employee's return to duty. The number of follow-up tests is to be determined by the SAP, but shall consist of at least six (6) tests during the first twelve (12) months following the employee's return to duty, and may continue for up to sixty (60) months following the return to duty.

- g. **Union Representation** - An employee who is required to take a test due to reasonable suspicion or following an accident will be permitted to have a Union representative present in accordance with applicable law provided, however, that the testing will not be unreasonably delayed to allow the attendance of the Union representative.

- h. Confidentiality of Test Results** - The results of alcohol and controlled substance tests will be maintained confidentially as required by the federal regulations and will be released only as authorized by the federal regulations. Upon written request, a Driver shall receive copies of any records pertaining to his/her use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substance tests.

1. REQUIREMENTS TO BE TESTED, CONSEQUENCES OF REFUSAL, DISCIPLINE FOR REFUSAL AND FOR POSITIVE TESTS

- a. Refusal to Submit to Testing** - Drivers holding a CDL are required to submit to testing. The regulations prohibit an employee from refusing to submit to a required test. Any person holding a commercial driver's license is deemed to have consented to testing. The consequences for the refusal to take a test is the same as if the employee failed the test. The failure to provide adequate breath or urine for testing without a valid medical reason; engaging in conduct that clearly obstructs the testing process; failure to sign the alcohol testing or controlled substance testing form(s); refusal to cooperate in the alcohol/controlled substance testing process and leaving the scene of an accident before post-accident testing is performed (except when necessary for medical treatment) are among the reasons which constitute a refusal to submit to a test.
- b. Test Results** - A Driver or applicant who is tested and found to have an alcohol concentration of 0.04 or greater or a confirmed positive controlled substance test will be considered to have tested positive or to have failed such test. Such a person will be considered to be in violation of the federal regulations and the Metroparks policy.

A driver who is tested and found to have an alcohol concentration of 0.02 or greater but less than 0.04 may not perform any safety-sensitive function for a period of twenty-four hours. Such a Driver will be removed from service for that twenty-four hour period without pay, subject to disciplinary action under the applicable collective bargaining agreement.

c. Consequences of Refusing to Submit to Testing/Testing Positive -

- i. Disqualification:** Drivers refusing to submit to a test or who are otherwise determined to have violated the alcohol and controlled substance rules while operating a commercial motor vehicle are subject to disqualification under applicable federal regulations and may not operate a commercial motor vehicle for periods from up to one year for a first violation and up to a life time disqualification for repeat violations. Any applicant who tests positive for alcohol and/or controlled substances or otherwise violates the federal regulations will not be hired and has no right to references, evaluation or treatment information or services through the Metroparks.

- ii. Discipline: In addition to any disqualifications and/or sanctions imposed under the federal regulations, an employee who refuses to submit to a test or who otherwise violates the prohibitions against misuse of alcohol and use of controlled substances, is in violation of the Metroparks' Employee/Applicant (CDL) Alcohol and Controlled Substances Testing Policy.

A violation of this policy will result in disciplinary action under the applicable collective bargaining agreement or as required by applicable law.

Employees who are disciplined, including terminated, as a result of alcohol or controlled substance use are entitled to grieve the discipline through the established work rules and grievance procedure of the Collective Bargaining Agreement provided no employee may be reinstated to a safety-sensitive position where such reinstatement would not be authorized by the Federal Omnibus Transportation Employees Testing Act, its implementing regulations or other applicable federal, state or local law or regulations. In addition to any disciplinary action for a positive test for alcohol or controlled substances, a Driver may be referred for assessment, counseling and referral to a treatment program for alcohol and drug abuse. Drivers so referred will be required to participate in an employee assistance or rehabilitation program as a condition of continued employment and will be subject to return-to-duty and follow-up testing.

If a Driver who tests positive on either alcohol and/or controlled substance tests is to be returned to safety-sensitive duties he may not do so until he has been evaluated by a substance abuse professional or MRO, has complied with recommended rehabilitation and has a return-to-duty alcohol test with a result less than 0.02 and/or a verified negative result on a return-to-duty controlled substance test.

Employees who undergo counseling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance.

- iii. Rehabilitation/Substance Abuse Services Information:
Drivers who violate the federal regulations and the Metroparks' Alcohol and Controlled Substances Testing Policy will be provided information regarding resources available to the Driver in evaluating and resolving problems associated with misuse of alcohol and use of controlled substances. The Driver will be evaluated by a Substance Abuse Professional who will determine what help, if any, the Driver needs in resolving such a problem. The Metroparks' only obligations for the cost of any substance abuse treatment programs will be limited to the benefit available under applicable Metroparks provided health insurance.

Drivers who voluntarily seek treatment for alcohol and/or controlled

substance alcohol problems but who have not been involved in other violations of the Metroparks' rules and regulations (other than prohibitions regarding drug and alcohol use) will not be suspended or discharged for revealing their alcohol and/or controlled substance use, will be referred to the Metroparks' Substance Abuse Professional, and in appropriate circumstances, will be transferred to a non-safety-sensitive position if one is vacant at the rate of pay for such position. If there is no such vacant position, the Driver shall use available paid time off or be placed on an unpaid disability leave of absence under article – Sick Leave of the Collective Bargaining Agreement. The Driver will be permitted to return to a safety-sensitive position only upon approval of his/her attending physician and the Metroparks' physician.

2. INFORMATION CONCERNING EFFECTS OF AND TREATMENT FOR MISUSE OF ALCOHOL AND USE OF CONTROLLED SUBSTANCES

Drivers will receive information, through in-service meetings, and driver training/safety meetings, concerning the affects of alcohol and controlled substances on an individual's health, work and personal life. The information will include the signs and symptoms of an alcohol or a controlled substance problem (the Driver's or a co-worker's) and available methods of intervening when such problems are suspected.

At the in-service meetings Drivers will be provided a list of substance abuse programs and facilities as well as information regarding available insurance coverage.

Representatives of employee labor organizations will be notified of the availability of this information.

Each Driver must sign a certification acknowledging he/she has received the Metroparks policy and this Notification.

Any employee needing assistance with substance abuse (Alcohol and/or Controlled Substances) can contact the following for treatment information and treatment providers:

Symmetry Wellness and EAP419-475-5388
4334 Secor Rd
Toledo, Ohio 43623 .

CERTIFICATION

I hereby certify that I have received a copy of the Metroparks Employee/Applicant (CDL) Alcohol and Controlled Substances Testing Policy and Notification to Affected Employees.

Driver's Name

Date

Driver Copy

METROPOLITAN PARK DISTRICT
OF THE TOLEDO AREA

AFSCME LOCAL #706

By Catherine Marinelli
Catherine Marinelli, Interim Director

By Becky Woodcock
Becky Woodcock

By Cheryl Tyler-Folsom
Cheryl Tyler-Folsom, Representative

Dated: 3/30/12

LETTER OF UNDERSTANDING #5 - COMMUNITY VOLUNTEER LEAVE

Metroparks employees are encouraged to volunteer in the community in order to maintain a connection to the community, develop their skills and talents, and to promote the Metroparks' commitment to the community. The procedures for participation can be found on the Metroparks intranet.

A list of appropriate volunteer activities and organizations suitable for leave use will be maintained on the Metroparks intranet. Employees can request that a particular organization or project be added to the list. Appropriate volunteer organizations are defined as those nonprofit organizations that are dedicated to providing a valuable service to the community and do not discriminate on the basis of race, gender, religion, national origin, lifestyle or disability.

This LOU shall cease to have effect in the event the CVL program is discontinued. The existence and form of the program is within the sole discretion of management.

METROPOLITAN PARK DISTRICT
OF THE TOLEDO AREA

AFSCME LOCAL #706

By Catherine Marinelli
Catherine Marinelli, Interim Director

By Becky Woodcock
Becky Woodcock

By Cheryl Tyler-Folsom
Cheryl Tyler-Folsom, Representative

Dated: 3/30/12

**LETTER OF UNDERSTANDING #6 - PERFORMANCE MANAGEMENT PROCESS
ISSUES**

JANUARY 28, 2004

In the event problems arise during the performance management process, they may be appealed to the manager once removed. The manager once removed shall review and address the problem.

Employees covered by the collective bargaining agreement shall be excluded from the Belz pay classification/compensation study.

METROPOLITAN PARK DISTRICT
OF THE TOLEDO AREA

AFSCME LOCAL #706

By Catherine Marinelli
Catherine Marinelli, Interim Director

By Becky Woodcock
Becky Woodcock

By Cheryl Tyler-Folsom
Cheryl Tyler-Folsom, Representative

Dated: 3/30/12
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