



01/20/12
11-MED-08-1080
2287-01
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ORIGINAL

AN AGREEMENT

between

**METRO PARKS, SERVING SUMMIT COUNTY
975 Treaty Line Rd.
Akron, OH 44313
(330) 867-5511**

and

OHIO COUNCIL 8 AND LOCAL 1229

of the

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

November 1, 2011 – October 31, 2014

ORIGINAL



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**ARTICLE 1
PURPOSE**

This Agreement is made between the Board of Park Commissioners of the Metro Parks, Serving Summit County, hereinafter referred to as "Park District" and Local 1229 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union", for the purpose of achieving the following:

- a. To provide for peaceful adjustment of differences between the parties;
- b. To achieve and maintain satisfactory and stabilized Employer/employee relationships;
- c. To protect the right of each employee in the bargaining unit to fair and impartial treatment, regardless of membership in an employee organization;
- d. To provide an opportunity for the Union and Park District to negotiate over wages, hours and conditions of employment, it being understood that this Agreement pertains to all employees within the bargaining unit defined hereunder, except those specifically exempted.

Whenever a male pronoun is used in this agreement the female also is intended, unless otherwise stated.

**ARTICLE 2
RECOGNITION**

The Park District recognizes Local 1229 and the Ohio Council 8 of the American Federation of State, County and Municipal Employees as the sole and exclusive representative for the purpose of establishing rates of pay, hours of work, and other conditions of employment for all employees in the bargaining unit, as defined in Article 3.

**ARTICLE 3
BARGAINING UNIT**

Section 1. The Union and Park District agree that the following job classifications are included in the bargaining unit:

- a. Park Technician I
- b. Park Technician II
- c. Park Technician III
- d. Gardener
- e. Maintenance/Utility Person

- f. Carpenter
- g. Mechanic
- h. Utility Person
- i. Crew Leader
- j. Part-time, Seasonal and Temporary Replacement Employees who have completed one hundred eighty (180) calendar days of employment, which shall not be cumulative from one period of employment to another.

Section 2. The Union and Park District agree that the following are excluded from the bargaining unit:

- a. Any supervisory person, excluding Crew Leaders
- b. Professional personnel
- c. Rangers
- d. Clerical persons
- e. Office management persons
- f. Part-time, seasonal, and temporary replacement maintenance employees who have not completed one hundred eighty (180) calendar days of employment, which shall not be cumulative from one period of employment to another.

Section 3. All newly hired part-time and fulltime employees in classifications included in the bargaining unit shall be on a one hundred eighty (180) calendar day probationary period. All part-time employees promoted to full-time will serve a new one hundred-eighty (180) calendar day probationary period. The termination of an employee during such probationary period shall be at the sole discretion of the Park District and shall not be the subject of a grievance. The probationary period will not affect the new employee's eligibility for Union membership, nor can Union membership be cause for dismissal or continued employment.

Section 4. Employees in all newly created and/or amended bargaining unit job classifications shall be covered by the terms and provisions of this Agreement, provided such classification is similar to any classification included in the bargaining unit.

Section 5. Work normally performed by an employee in the bargaining unit shall not be performed by non-bargaining unit personnel, unless bargaining unit employees are not available to perform the work, except under the following conditions:

- a. Emergency, which would be defined as a riot, fire, flood or other catastrophic acts of God;
- b. For purposes of instructing or demonstrating proper methods of work procedures.
- c. And except for seasonal employees, who shall continue to do the work of a Park Technician I.

Section 6. The Park District may establish part-time, year-round positions, which are not seasonal positions, within the bargaining unit, subject to the following:

- a. Part-time, year-round employees may be employed to perform work within bargaining unit classification but may not be scheduled to work more than 1664 hours per calendar year.
- b. The Park District agrees not to employ more than 20% of the bargaining unit as year-round, part-time employees.
- c. Part-time, year-round employees are not eligible for vacation, paid holidays and health care benefits.
- d. Part-time, year-round employees are eligible to receive 100 uniform credits, as described in Article 24, and to accrue and use sick leave at the rate of 4.6 hours for each 80 hours of paid service, as described in Article 9. Part-time, year-round employees may voluntarily elect to participate in the Ohio AFSCME Care Plan at their own expense.
- e. Wages for part-time, year-round employees are included in Appendix C.
- f. The Park District will not schedule part-time, year-round employees to work overtime or holidays, unless full-time bargaining unit members have had the opportunity to refuse overtime or the holiday first.
- g. Seasonal and temporary replacement employees will not be eligible for any benefits, with the exception of OPERS.

ARTICLE 4
PAYROLL DEDUCTION OF DUES AND CHECK OFF

Section 1. During the term of this Agreement, the Park District will deduct current monthly dues as designated by the Union on the basis of individually signed, voluntary authorization cards. Dues shall be deducted from one pay each month and shall be deducted the same pay period for all members each month. Dues deductions, on the basis of authorization cards submitted to the Park District, shall commence in the month in which the Park District receives such authorization cards or in which said cards become effective, whichever is later.

Section 2. The Union shall indemnify and hold the Park District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Park District in reliance upon said authorization cards furnished to the Park District by the Union for the purpose of complying with this Article.

Section 3. Employees who become members of the union shall remain members of the Union for the duration of this agreement, unless promoted to a position in which Union membership is not permitted, in which event, Union membership will be terminated on the effective date of the promotion. Member employees shall have fifteen (15) days preceding the end of the agreement to withdraw from the Union by presenting a notice of withdrawal to the Treasurer of the Local Union, in writing, who in turn will forward said notice to the Park District. Said employee will be removed from the dues deduction list effective December 31 of that year.

Section 4. All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union pursuant to Ohio Revised Code Section 4117.09 effective ninety one (91) days from the employee's date of employment.

The fair share fee amount shall be certified to the Park District by the Union. The deductions of the fair share fee from earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Section 5. The Employer agrees to deduct voluntary contributions to "Public Employees Organized for Political Legislative Equity" (PEOPLE). Deductions shall be submitted to the Union pursuant to the authorization card attached hereto as Appendix D no later than the tenth (10th) day following the deductions.

**ARTICLE 5
EMPLOYEE RIGHTS**

It is agreed that employees, excepting those excluded from the bargaining unit, have the right to join the Union for mutual aid or protection and to bargain collectively. However, recruiting shall not be permitted during working hours. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, race, sex, color, religion, nationality, marital status, handicap or disability, political affiliation, sexual preference or participation or nonparticipation in Union affairs.

**ARTICLE 6
PARK DISTRICT RIGHTS**

The Park District retains the sole and exclusive right to manage all of its operations, control its premises, direct its work force, and maintain the efficiency of its overall operations. The right to manage includes the authority to establish and maintain personnel policies and procedures, and reasonable work rules not inconsistent with the express provisions of this Agreement.

The rights to manage the operations, control the premises, direct the work force, and maintain the efficiency of its overall operations includes, but is not limited to, the following:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the Park District, standards of services, establishment of employee training programs, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of its operations;
4. Determine the overall methods, process, means or personnel by which its operations are to be conducted; determine the schedule of hours, shifts and services; determine the necessity for overtime and the number of employees necessary for overtime work; reorganize, discontinue or enlarge any department or park; introduce new or improved equipment, methods or facilities; determine work methods; determine the size and duties of the work force; judge competency of the work force; establish, modify, consolidate or abolish jobs or classifications; determine staffing patterns, including but not limited to, the assignment of employees and the number of employees to be employed, duties each are to perform, qualifications of each employee;

5. Suspend, discipline, demote or discharge employees for just cause; lay off or promote employees; transfer employees, including the assignment and allocation of work, either within departments or to other departments or parks; promulgate and enforce rules and regulations;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Park District.

These management rights, except as specifically abridged by this Agreement, are retained by the Park District and remain the exclusive right of management.

ARTICLE 7 REPRESENTATION

Section 1. Negotiations shall be carried on by a committee representing the Park District and a committee representing the Union.

The Park District shall designate its representatives to the committee and the Union shall select not more than three (3) members who are employees of the Park District to act in its behalf.

The Union reserves the right to call in its representatives of Ohio Council 8 and the President of Local 1229, AFSCME, AFL-CIO.

Section 2. Employees selected by the Union to act as Union Representatives for the purpose of processing and investigating grievances under the grievance procedure shall be known as Stewards. There shall be a Steward at each park and the Union shall notify the Park District, in writing, within ten (10) days of appointment, the names of the Stewards. Upon an employee's request, the Park District will permit the employee to contact his Steward to obtain advice prior to meeting with or filing a report with supervisory personnel of the Park District. In the event a Steward is absent, the Chapter Chairperson or Chief Steward shall be permitted to act as steward, if an employee requests his/her presence.

Section 3. The Union Officers and Stewards who need to leave their assigned work area during work hours in connection with the investigation of or processing of a grievance, shall be excused for a reasonable amount of time with no loss of pay. With permission, Stewards and Officers may use the Park District phones, when necessary, to conduct Union business that involves the Park District. The Union Officers and Stewards may be given time to attend meetings, seminars and labor functions without loss of pay, provided prior approval has been obtained from the Chief of Operations.

Section 4. The Chapter Chairperson, the President of Local 1229, and/or the Council 8 representatives may have access to the working areas of employees covered by this Agreement at reasonable times during work hours. The Union must request permission from the Park District in advance, indicating the purpose of the visit. Permission for such visit shall not be unreasonably withheld and the Union shall not make unreasonable requests for access.

ARTICLE 8 HOURS OF WORK AND OVERTIME

Section 1. The Park District agrees to use a normal work schedule, as far as possible, of five (5) consecutive eight (8) hour days for a total of forty (40) hours per week, exclusive of the time allotted for an unpaid meal period, which shall be considered the employee's own time.

The standard work week shall commence at 12:01 a.m. on Monday of each week and end at 12:00 midnight the following Sunday. The employee's normal two (2) week work schedule shall be posted at the assigned work area fourteen (14) days prior to the scheduled becoming effective. Deviation from the posted schedule may be made in order to meet the operational needs of the Park District, if circumstances make deviation necessary. The Park District shall give the employee notice of any changes as far in advance as circumstances allow. An employee shall receive two (2) consecutive days off per week, unless other days are mutually agreed between the employee and the Park District.

Section 2. The normal workday shall commence at 7:00 a.m. and end at 3:30 p.m. One half (½) hour shall be allotted for an unpaid meal period.

Section 3. Alternative Schedule

1. The Employer may request a limited number of trained employees to work four (4) days during the regular work week, ten (10) hours each day, for the Alternative Schedule.
2. An employee requested to work on Alternative Schedule for a four (4) day – ten (10) hour schedule, at the employee's option, may accept this schedule.
3. The employee working ten (10) hours, four (4) day week shall not be paid according to Article 8, Section 6; rather, the Employer shall pay overtime to each employee for hours worked in excess of ten (10) hours per day or in excess of a total of forty (40) hours in a work week, shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. Overtime shall not be computed on the basis of either daily or weekly

overtime worked, but an employee shall not be paid for both daily and weekly overtime for the same overtime worked.

Section 4. No employees shall be docked wages in excess of actual time not worked.

Section 5. The Park District guarantees a minimum of four (4) hours pay when an employee reports for work at the scheduled starting and is sent home due to lack of work, except when lack of work is caused by a situation beyond the control of the Park District.

Section 6. As of January 1, 2009, all employees will be enrolled in the direct deposit system. Vouchers are available to the employees on-line and the address will be provided to employees and posted on the Union bulletin boards in each field office. Should an employee wish a paper payroll voucher, he/she may obtain it, on non-working time, from the main office by making a request in advance.

Section 7. Hours worked in excess of eight (8) hours per day or in excess of a total of forty (40) hours in a work week, shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Overtime shall be computed on the basis of either daily or weekly overtime hours worked, but an employee shall not be paid for both daily and weekly overtime for the same overtime worked.

Section 8. The right to schedule overtime rests with the Park District.

Section 9. Any employee who is entitled to overtime pay may choose to take compensatory time off with pay in lieu of cash payment. Such compensatory time will be granted at the rate of one and one-half (1 ½) hours of time off for each hour of overtime worked, and will be taken at a time mutually convenient to the employee and the supervisor, but within 180 days from the date it is earned. If arrangements cannot be made to take compensatory time within 180 days, such accumulated time will be paid to the employee at the regular rate of pay earned by the employee at the time the employee receives such payment for the time worked. Likewise, if an employee separates from the Park District, any compensatory time balance will be paid at the regular rate of pay earned by the employee at the time of separation.

Employees who choose to take time off in lieu of overtime pay must indicate this choice in writing on the daily time sheet on the day in which the overtime is worked. This request will be retained by the Park District. Any employee who does not choose in writing to take compensatory time off will automatically be paid overtime pay.

ARTICLE 9 SICK LEAVE

Section 1.

All full-time and part-time employees earn sick leave at the rate of 4.6 hours for each 80 hours of paid service with the Park District, up to a maximum of 4.6 hours per pay period. For one full year of paid service employees receive 119.6 hours of sick leave for full-time employment. Service credit is given, for all time worked and for un-worked time for which payment is received from the Park District for vacations, funeral leave and sick leave but not for time on unpaid leave of absence or layoff. The accumulation of sick leave shall be as stated in the Sick Leave Accrual Redemption Policy. (A copy of the Policy is attached as Appendix G.) Employees who leave employment with the Park District shall forfeit all accumulated sick leave, except as provided in state law for transfer to another agency. Sick leave benefits can be used after ninety (90) days of employment but are accrued from the first day of employment.

Section 2. USE OF SICK LEAVE

Employees may use paid sick leave in the case of absence due to personal illness, in the case of an industrial injury or illness or in case of illness or injury in the immediate family when the employee's presence is necessary or required by the doctor and an acceptable reason is given. The immediate family shall include the spouse, children, mother and father or someone who stands in the place of the mother or father and must be declared at time of hiring and are subject to the approval of the Park District.

Employees also may use paid sick leave for dental appointments, doctor's appointments, or eye examinations, but such leave shall apply only to the actual amount of time spent away from work for the appointment or eye examination. The employee must notify his supervisor of the appointment or examination seven (7) days prior to the day of the appointment. Exceptions may be granted by the Chief of Operations. To qualify for sick leave payment the employee must provide a written statement from the doctor or dentist indicating the date and time of the appointment or examination and the duration of the visit.

Employees also may use paid sick leave, to the extent of the actual time involved, in the event they have to transport a spouse or child to or from a hospital or any emergency care center. Whenever possible, the employee will notify his immediate supervisor of the emergency prior the employee's starting time. Documentation of the need to provide transportation may be required.

Section 3. REPORTING OFF

When an employee is unable to work due to illness or injury, the employee is required to report off. The employee reporting off must notify the field office where he normally reports to work by telephone, prior to the hour he is to begin his duties. Failure

to report off properly before the start of the workday will be considered tardy. However, the employee will be paid sick leave so long as he does report off and meets the requirements as stated in Article 9.

If circumstances prevent an employee from reporting off properly the Park District shall consider the facts of each case. An employee reporting off sick who notifies the field office he will be off for more than three (3) work days, and who reports off once each week thereafter, shall be deemed to have reported off properly.

The fact that the employee does not have a telephone does not relieve him of the responsibility for reporting off properly.

If an employee is scheduled to work an early shift and is unable to report as scheduled due to illness or injury, they should do the following:

1. Make personal contact by phone to their immediate supervisor at his/her place of residence prior to the start of the shift and with as much advanced notice as possible. (Immediate supervisor is defined as the Park Manager or, in the absence, the Crew Leader.)

This procedure will assist the Park Manager or, in his absence, the Crew Leader to make staffing adjustments to cover the needs of the Park District and its customers. The Park Manager or, in his absence, the Crew Leader is authorized to report for work at the earlier start time, or contact and reschedule another park worker, to cover the early shift duties.

2. As a last resort, in order to meet the requirements of Article 9, Section 3 of the Agreement, and only IF the above procedure cannot be fulfilled, the employee is to notify the Chief of Operations at his or her contact number to document the reporting requirement.

Employees should recognize that this last resort will not be advantageous to the Park District in order to meet the needs of our customers but only to document that the employee called-off properly before the start of the workday early shift starting hour. Every effort should be made to reach the immediate supervisor in advance as much as possible so that the needs of the Park District may be addressed in a timely and efficient manner. It is the responsibility of every employee to know the Chief of Operations', Park Manager's and Crew Leader's contact numbers in case they have need to call-off. All contact numbers will be posted at each Field Office.

Section 4. DOCTOR'S CERTIFICATION

An original doctor's certificate stating the dates of treatment, the nature of the illness or injury, that it prevented him from working for the period of his absence, and that he is able to return to full duty shall be required for three (3) or more work days absence due to illness or injury. A completed Leave Request Form in lieu of a doctor's

statement will be acceptable as satisfactory evidence of illness or injury except under the following circumstances:

- a. When an employee has used more than five (5) sick days in the previous twelve (12) month period, and such days were not used because of an extended illness or injury of three (3) or more consecutive days and the above days were not verified by a doctor's certificate, the employee may be required to submit a doctor's certificate to verify any further illness or injury, regardless of the length of the absence.

Incomplete doctor's certificates and photocopies will not be approved and will be returned to the employee for further clarification by the doctor. Falsification of either a written, signed statement or a doctor's certificate shall be grounds for disciplinary action up to and including dismissal.

Section 4.1. Requests for one (1) day, part of one (1) day, or two (2) days sick leave pay immediately after pay days, before and after holidays, first day of hunting seasons, the day before or after scheduled days off, and on weekends must be confirmed with a doctor's certificate. Approval shall be given by the employee's department head for payment.

Section 5. EXCESSIVE ABSENTEEISM

Excessive absenteeism shall be defined as five (5) or more periods of absence in any six month calendar period. A period of absence is defined as any time of more than two (2) hours ending when the employee reports back to work. Any employee determined to have excessive absenteeism shall be counseled. Failure to improve his attendance record within the next six month period may result in further and appropriate disciplinary action. Further action, if needed, may be taken during successive six month periods.

Section 6. EMPLOYEE'S RESPONSIBILITY

It is the responsibility of the employee to request sick leave pay within two (2) days after returning to work by completing a sick leave payment request form which shall be obtained from the Park Manager at the request of the employee. In case of the immediate supervisor's absence, the sick leave payment request form shall be made available upon request by the employee in another satisfactory manner.

An employee, at his discretion, may use his accumulated vacation for time of illness or injury as outlined above, in lieu of sick leave.

Section 7. Maternity leave will be treated the same as leave for any illness or disability.

Section 8. Maternity Leave. Employees who need time off due to pregnancy and childbirth will be granted job protected leave consistent with the terms of FMLA.

Additionally, pursuant to Ohio law, employees who are still disabled at the end of their FMLA leave, as certified by their physician for reasons related to their pregnancy and childbirth, will be granted an additional job protected unpaid leave of absence for a reasonable period of time until they are physically able to return to work. Employees will be required to continue their medical benefits at their own expense during the extended leave, after the expiration of the FMLA leave. The Park District reserves the right to limit the duration of the job protected maternity leave if an undue hardship would occur to the Park District.

Section 9. As close as practical to January 31 of each year, the payroll department will prepare a statement of time accrued for the preceding year for each employee showing:

- a. Total sick leave days earned;
- b. Total sick leave days used;
- c. Total sick leave days remaining.

Section 10. Upon retirement from the Park District an employee shall be paid in cash for the value of his accrued, but unused sick leave per the terms of the Park District's "Sick Leave Accrual Redemption Policy," (a copy of which is attached as Appendix G). Such payment shall be based on the employee's rate of pay at the time of retirement.

Payment for unused sick leave upon retirement shall cancel all sick leave accrued by the employee and credited to him to the date of retirement. Such payment shall be made only once to any employee.

Section 11. Employees who transfer from another public agency in the State of Ohio to the Park District shall be credited with the unused balance of their accumulated sick leave from their employment in the former agency up to one hundred eighty (180) days. It is the employee's responsibility to provide evidence of such sick leave balance.

Section 12. An employee who has used paid sick leave in lieu of Workers' Compensation wage benefits may repurchase any part of such paid sick leave at the option of the employee. (See Appendix E).

Section 13. DESIGNATED BENEFICIARY

In the event of the death of an employee, all unused accrued sick leave shall be paid in cash at the appropriate value of his accrued, but unused sick leave to the employee's spouse, minor child/children, dependent adult, adult child or, parents, in the order listed. The parent or parents must be designated in writing by the employee.

It is understood that minor child is defined as a child who is 18 years of age or younger and dependent adult includes an unmarried child who has attained age nineteen (19) while the child is mentally or physically incapable of earning his own living, and proof of incapacity and dependence is furnished to the Park District. Dependent also includes unmarried children under twenty-five (25) years of age, while they are students

in regular, full-time attendance at an accredited secondary school, college or university and are dependent upon the employee for the majority of their support and maintenance.

ARTICLE 10 FUNERAL LEAVE

Section 1. Any full-time employee who suffers a death of a brother, sister, mother-in-law, father-in-law, grandparent, or grandchild shall be entitled to funeral leave with pay on the basis of two (2) days leave to attend a funeral within fifty (50) miles and three (2) days leave to attend a funeral over fifty (50) miles from the center of Akron. The fifty (50) miles shall be determined by a circle whose radius is fifty (50) miles and whose center is the First National Tower in Akron.

Any full-time employee who suffers a death of his spouse, children, parent (or someone who stands in the place of a parent), or legal dependent in the household, shall be entitled to five (5) days funeral leave with pay. An employee must designate in writing to the Park District for any such persons or persons who would stand in the place of a parent prior to the need of funeral leave.

Section 2. When there is a need for more time to attend a funeral, the full-time employee may use vacation time, with permission of the employee's department head, providing there is unused vacation due the employee.

Section 3. The full-time employee, upon request of the Park District, shall furnish proof of attendance at a funeral and proof of the death of a relative.

Section 4. Funeral leave shall not be deducted from sick leave.

Section 5. Any part-time employee who suffers a death of a brother, sister, mother-in-law, father-in-law, grandparent, or grandchild shall be entitled to funeral leave with pay provided that the employee is scheduled to work on those days on the basis of one (1) days leave to attend a funeral within fifty miles (50) and two (2) consecutive days leave to attend a funeral over fifty (50) miles from the center of Akron. The fifty miles (50) shall be determined by a circle whose radius is fifty miles (50) and whose center is the First National Tower in Akron.

Any part-time employee who suffers a death of his spouse, children, parent (or someone who stands in the place of a parent), or legal dependent in the household, shall be entitled up to three (3) consecutive days funeral leave with pay provided that the employee is scheduled to work on those days. An employee must designate in writing to the Park District for any such persons or persons who would stand in the place of a parent prior to the need of funeral leave.

**ARTICLE 11
HOLIDAYS**

Section 1. There shall be twelve (12) holidays for which all full-time employees shall be paid provided they work the full scheduled day preceding the holiday and the full scheduled day following the holiday, unless they are sick and are in compliance with Article 9, Sick Leave or are excused by their department head. The holidays shall be:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day following Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	
Veteran's Day	

The eleventh (11th) and twelfth (12th) holidays may be taken as a personal day with the approval of the employee's supervisor. Personal days must be used in the year accrued.

Section 2. Full-time employees who are required to work on a holiday shall be paid at their regular rate of pay for the time worked and shall have a nearby day off with pay in place of the holiday. Employees who are required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day shall be paid at their regular rate of pay for the time worked but shall be given compensatory time off with at the rate of 1 ½ hours for each hour worked.

The day off may be scheduled in conjunction with the employee's normal days off, if the employee so requests.

Any time off for a holiday worked must be requested and taken by the employee within thirty (30) days of the holiday worked unless permitted otherwise by the Chief of Operations. If this time off is not requested within the time limit, the Employer shall schedule this time off. This time off shall be considered as an employee's holiday in lieu of the calendar holiday.

Section 3. In the event a holiday falls on Sunday, the Monday immediately following shall be observed as the holiday. In the event a holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday. All paid holidays shall be considered as time worked for the purpose of computing and paying overtime.

ARTICLE 12 VACATION

Section 1. Vacation shall be determined on the basis of the fiscal year of the Park District which is January 1 to December 31. Vacation shall be pro-rated from the date of employment to the end of the first fiscal year in which a person is employed. All vacation time is credited as of the end of the fiscal year and vacations may not be taken until credited. Vacation shall accrue for time worked and for un-worked time for which payment is received from the Park District.

Section 2. Full-time employees shall be entitled to 80 hours of paid vacation each year after one (1) full year of employment.

Full-time employees with less than six (6) months of service at the end of a fiscal year shall have vacation time pro-rated for the part of the year employed and shall be eligible to take the pro-rated vacation after six (6) months of employment.

Full-time employees with six (6) months service but less than one (1) year at the end of the fiscal year shall have their vacation pro-rated to the end of the fiscal year and shall be eligible to take said vacation at that time.

Section 3. Full-time employees with eight (8) years or more of continuous service shall receive 120 hours of vacation with pay each year.

Section 4. Full-time employees with fifteen (15) years or more of continuous service shall receive 160 hours of vacation pay each year.

Section 5. Full-time employees with twenty-five (25) years or more of continuous service shall receive 200 hours of vacation with pay each year.

Section 6. Full-time employees with thirty-five (35) years or more of continuous service shall receive 240 hours of vacation with pay each year.

Section 7. Full-time employees shall be permitted to take their vacation at anytime of the year after it has been credited, provided that such vacation time does not interfere with the efficient operation of the Park District and subject to the approval of the employee's Park Manager or in his absence the Chief of Operations. Normally the schedule will be made so that an employee's day off will not occur on the day after returning to work from vacation.

However, a full-time employee's vacation shall be scheduled to provide the prior and subsequent Saturdays and Sundays as the employee's normal scheduled day off unless the employee requests otherwise.

Vacation requests of 40 hours or more must be made thirty (30) days prior to the date of the vacation. Vacation requests of more than 80 hours at one time will be granted

based upon the operational needs of the Park District. Exceptions may be granted by the Chief of Operations.

Section 8. Full-time employees may be allowed to carry over 40 hours or less of vacation from year to year. Exceptions may be granted by the Park District.

Section 9. A full-time employee who leaves the employment of the Park District, upon submittal of a signed letter of resignation or official notice of retirement, will be paid for all accrued but unused vacation.

Section 10. Vacation time may be taken in four (4) or eight (8) hour increments up to eighty (80) hours in each calendar year, providing it is requested to the employee's Park Manager or, in his absence, the Crew Leader prior to the normal starting time. Additional eight (8) hour vacation increments may be taken in case of an emergency with the approval of the Chief of Operations.

In the event of an emergency, the full-time employee may, with the approval of the employee's Park Manager or, in his absence, the Crew Leader, use vacation time in one (1) or two (2) hour increments not to exceed four (4) hours in any calendar year.

Section 11. An employee may, with Park District approval, sell back accrued, and unused vacation time up to a maximum of forty-hours (40) per year. Written requests for vacation buy-back must be received by the 15th day of November each year. Any payment for earned but unused vacation from the previous year will be paid in January following the year in which the accrual was earned.

ARTICLE 13 SENIORITY

Section 1. An employee's seniority shall be determined by and be effective as of his most recent date of hire by the Park District and shall be accumulated irrespective of layoffs, sick leave or leaves of absence except as outlined in article 29, Section 10. Seniority shall be brought up to date each year as of January 1, posted by January 15 in a conspicuous place and copies given to the President of Local 1229, AFSCME, AFL-CIO, and the Park District Chapter Chairperson. If any employees share the same date and time of hire, a coin toss will be used to set their position on the seniority list.

Section 2. An employee shall lose his seniority and employment if:

- a. He quits or retires;
- b. He is discharged;
- c. He is absent three (3) consecutive working days without notifying his supervisor;

- d. He does not return to work within three (3) working days after receipt of a telegram or registered letter sent to his last know address instructing him to return, unless he is prevented from returning to work by causes beyond his control with the burden of proof on the employee;
- e. He is laid off for reduction in force or is on a Leave of Absence of any type for a period of two (2) years or his total accumulated seniority, whichever is less.

ARTICLE 14 CLASSIFICATIONS

The Park District shall furnish the Union of a copy of job descriptions for classifications covered by this Agreement. The Union shall be notified of any changes in these job descriptions prior to changes becoming effective. Upon request of the Union, the Park District shall meet with the Union to discuss such changes.

ARTICLE 15 TRANSFERS

Section 1. It shall be the policy of the Park District to post all transfer opportunities within the bargaining unit to employees in the bargaining unit. When vacancies or openings occur creating opportunities for transfer, the qualified employee with the greatest seniority will be given preference provided they meet the qualifications at the park in issue (which qualifications as they may be changed from time to time will be provided to the Union in advance of any posting) as described in the job posting for the position. Past performance, educational pursuits, attendance record and current disciplinary issues, may be additional factors taken into consideration for a transfer within job classification. Opportunities for transfers in any jobs in the bargaining unit will be posted, with the location of the job included, on the bulletin board at each field office at the time of the opening. Employees interested in applying for an open position must do so in writing within ten (10) days after such posting. Jobs shall remain posted for the ten (10) days. The open positions shall be filled within a reasonable period of time after the posting period has expired if a qualified employee has applied. The Union Chapter Chairperson will receive a copy of all postings, a list of all applicants and the name of the successful applicant.

The Park where an employee normally reports to work shall be considered his normal job assignment.

Section 2. Employees transferred shall have thirty (30) days with reasonable assistance and supervision to qualify on the new assignment. An employee who does not qualify shall be returned to his/her former job and any employee affected shall be returned to his/her former job. When a job is posted and applied for by an employee, he/she shall be given a response to his/her application within a reasonable amount of time.

Section 3. In the event that it becomes necessary to transfer an employee from his regularly assigned Park for a specific job or to fill in for another employee, the Park District shall give the employee notice of any transfer as far in advance as circumstances will allow. A temporary transfer shall be for no more than one hundred eighty (180) days. If, on the one hundred eighty first (181st) day, the employee still is on his temporary transfer, said assignment shall become a permanent assignment.

ARTICLE 16 NEW JOBS AND PROMOTIONS

Section 1. It shall be the policy of the Park District to promote from within the organization when qualified employees are available. Opportunities for advancement or promotions to jobs inside or outside of the bargaining unit will be posted on the bulletin board at each field office. Employees interested in applying for a promotion must do so in writing within ten (10) days after such posting. Jobs shall remain posted for the ten (10) days. The open positions shall be filled within a reasonable period of time after the posting period has expired with the best qualified employee. (If no employee is deemed sufficiently qualified by management, management shall have the right to select an outside employee.) The Union Chapter Chairperson will receive a copy of all postings, a list of all applicants and the name of the successful applicant. Before filling the position all qualified internal applicants shall be interviewed by the Park District or its representative. The determination of the best-qualified applicant or applicants shall be made solely by the Park District.

Past performance, and personal development, including proactive educational pursuits by the individual, completed Park District sponsored training opportunities, attendance record and current disciplinary issues, may be additional factors taken into consideration. An employee with five or more years service who is promoted to a position within the bargaining unit shall be paid at the current full rate of his/her new position. When a job is posted outside the bargaining unit and applied for by an employee in the bargaining unit, he shall be given a response to his application within a reasonable amount of time.

An employee promoted to a position outside the bargaining unit, who is unable to perform satisfactorily in the position during the twelve month probationary period, shall be reinstated to the position within the bargaining unit from which he was promoted. The determination of satisfactory performance shall be made solely by the Park District.

ARTICLE 17
GRIEVANCE PROCEDURE

Section 1. A grievance is any dispute or difference between an employee and the Park District and/or the Union and the Park District regarding a condition of employment or the violation, application, interpretation, or compliance with any provisions of this Agreement. In the interest of promoting harmonious relations, both parties shall encourage the settlement of grievances at the earliest possible step.

- a. When an employee feels that he has been unjustly dealt with or the provisions of this Agreement have been violated, the employee may, within seven (7) calendar days, accompanied by his Chief Steward/Steward or Chapter Chairperson, take the matter up with his immediate supervisor. The immediate supervisor shall meet with the aggrieved, Chief Steward/Steward, or Chapter Chairperson and render his decision within seven (7) calendar days after the matter is submitted to him.
- b. In the event the grievance has not been satisfactorily settled at the first step, the grievance may, within seven (7) calendar days after receipt by the employee of the Step 1., answer, be reduced to writing and filed by the Chief Steward/Steward and/or Chapter Chairperson with the employee's department head on a grievance form setting forth the details of the grievance, i.e., the facts upon which the grievance is based, the relief or remedy requested and the section or sections of the Agreement alleged to have been violated, dated and signed by the employee, Chief Steward/Steward and/or Chapter Chairperson. The employee's department head shall meet with the employee, Chief Steward/Steward and/or Chapter Chairperson to review the matter within seven (7) calendar days after the grievance has been filed and shall provide a written answer to the Chapter Chairperson or Chief Steward within seven (7) calendar days of such meeting. Grievances involving safety issues may be initially brought to this step of the grievance procedure. Grievances involving a group of employees may be filed by the Union at Step b., of the grievance procedure. Such grievance must be filed within seven (7) calendar days of the event on which the grievance is based.
- c. In the event there has not been a satisfactory adjustment to the grievance at Step b., the Union may, within seven (7) calendar days, appeal the matter to the Director. The Director or his designee shall sign, date and return a copy of the grievance form to the Union for its records. Within seven (7) calendar days of receipt of the appeal, the Director shall meet with the Chief Steward/Steward, Chapter Chairperson and the grievant to review the grievance. The Director shall give his answer in writing to the Chapter Chairperson or Chief Steward, with a copy to the aggrieved employee within seven (7) calendar days after the meeting.

- d. The parties may mutually agree to mediate a grievance prior to the selection of the Arbitrator. The parties will use FMCS.
- e. If the grievance is not satisfactorily settled at the mediation step, it may be submitted to arbitration upon written request from the Union. Any request for arbitration must be made in writing within thirty (30) calendar days after the Director or his designee has given the required written answer to the grievance. The parties shall select the grievance arbitrator by alternate strike from a list provided by FMCS.

A staff representative of Ohio Council 8 may be in attendance at any step of the grievance procedure, beginning at Step b.

Section 2. Procedures a., b., c., above shall be conducted during working hours with no loss of pay. Beginning with Step b., of the grievance procedure, all grievances and replies shall be in writing, specifying the section of the Agreement under which the grievance is claimed.

During an arbitration procedure the grievant and Chapter Chairperson will be paid for all time spent during normal working hours.

Section 3. Upon written notice of the Union's intent to arbitrate a grievance, the parties shall, within seven (7) calendar days, meet and attempt to agree upon an impartial Arbitrator. In the event the Union and the Park District are unable to agree upon such an Arbitrator, an Arbitrator shall be chosen in any random fashion, mutually agreeable. The arbitration proceedings shall be held at the Arbitrator's earliest convenience. The fees and expenses of the arbitrator or mediator shall be borne equally by the Park District and the Union.

Section 4. The Arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some expressed term or provision of this Agreement, and shall decide same in accordance with the expressed terms hereof and shall not have the power to add to, subtract from, or modify such expressed terms, or to rule on any issue not before him.

Section 5. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all pre-arbitration grievance settlements reached by the Union and the Park District shall be final, conclusive and binding on the Park District, the Union, and the employee except where the decision is a violation of law. The Arbitrator shall render a decision to the parties within thirty (30) calendar days of the close of the hearing.

Section 6. The proceedings shall be conducted between the hours of 10:00 a.m. and 4:30 p.m. in the office of the Park District located at 975 Treaty Line Road, Akron, Ohio.

Section 7. The time limit specified for each step and response thereto may be extended by mutual agreement in writing. If a grievance is not initiated or appealed within the time limits specified, the grievance is considered settled. Failure to provide a timely answer to any step of the grievance shall be deemed as settlement of the grievance as requested. The Parties agree to delay the filing of a grievance when the person designated to receive the grievance is not available due to vacation or other leave. The time limit for filing a grievance will commence when the designated person returns to work.

Section 8. The settlement of a grievance at any step in the grievance procedure and/or the decision of the Arbitrator shall be binding on the employee and all other remedies for the employee are waived. The Union shall have the right to withdraw a grievance at any step of the grievance procedure.

ARTICLE 18 DISCIPLINARY ACTION

Section 1. Without limitation upon any right of discharge or discipline provided elsewhere in this Agreement, the Park District shall have the right to discharge, suspend or otherwise discipline any employee for just cause.

The Park District shall have up to thirty (30) days from the date of its knowledge of the alleged offense to take disciplinary action against an employee. Failure to do so within the time limit shall result in dismissal of the charges, unless otherwise agreed to between the union and the Park District.

Section 2. It is agreed that the Park District, except for serious causes which shall be justification for immediate suspension or discharge:

- a. Shall provide a warning, in writing, to an employee when it is determined that said employee has violated the Park District's established work practices and policies, rules or regulations.
- b. May suspend an employee without pay for a period not to exceed five (5) working days when it is determined that said employee has violated the Park District's established work practices and policies, rules or regulations and previously has been warned for a similar violation.
- c. May discharge an employee when it is determined that the employee has violated the Park District's established work practices and policies, rules, or regulations and previously has been warned and suspended for similar violations.

Section 3. The Park District shall notify the Union in writing within 48 hours of the dismissal, suspension or written disciplinary action issued to any bargaining unit member. If the Park District fails to notify the Union in writing within forty-eight (48)

hours of issued discipline, the time to file a grievance is extended the length of time the Park District is over the forty-eight (48) hour notice period. All notices of discipline imposed shall contain the reasons for the action. The employee shall have the right to Union representation when the disciplinary action is imposed. The employee shall receive a copy of the disciplinary action at the time of discipline. Additionally, the employee will be given a statement of the offense with which he is charged and such documentation as exists at the time of the first discipline meeting. The Union will provide copies of any defensive material in its possession at that time.

When a suspension is the discipline imposed, the suspension will not take effect until the employee's appeal rights have advanced through Step c., of the grievance procedure.

Section 4. Any record concerning disciplinary action not repeated within a two (2) year period of said disciplinary action, except discipline for tardiness, shall not be used in the disciplinary process.

Section 5. An employee may review his personnel file upon written request to the Chief of Operations. Any material to be placed in the file which relates to disciplinary action or job performance must be shown to the affected employee and shall be initialed by the employee. In so initialing, the employee does not necessarily indicate agreement with the contents of the material to be filed, but acknowledges that he has reviewed the material. Any disciplinary material in the employee's personnel file which has not been initialed by him shall not be used in the disciplinary process. Upon written request by the employee, and payment of six cents per copy, he shall be given copies of any item in his personnel file.

Section 6. Tardiness is defined as reporting ready to work after the normal starting time or failing to report off properly before the start of the workday. When an employee is tardy, the employee may appeal to the Chief of Operations to excuse the tardiness. At the sole discretion of the Chief of Operations, the Park District may excuse tardiness based on the facts of each case. The Chief of Operations' decision is not subject to a grievance procedure. Any unexcused tardiness shall be dealt with as follows:

- a. An employee who is tardy shall receive a verbal warning from the immediate supervisor.
- b. The second time an employee is tardy within a twelve (12) month period of time he shall receive a verbal warning from the immediate supervisor.
- c. A written warning shall be given to an employee following the third instance of tardiness within a twelve (12) month period of time.
- d. An employee shall be suspended for a maximum of three (3) working days without pay, following the fourth instance of tardiness within a twelve (12) month period of time.

- e. An employee shall be suspended for a maximum of five (5) working days without pay following the fifth instance of tardiness within a twelve (12) month period of time.
- f. The sixth instance of tardiness within a twelve (12) month period of time shall result in either a suspension of no more than ten (10) working days or immediate discharge depending upon the circumstances.

Tardiness records more than twelve (12) months old will not be considered in the administration of discipline for tardiness.

ARTICLE 19 BULLETIN BOARDS

The Union shall be provided a designated space on a bulletin board for posting Union material in each location where bargaining unit employees normally report to work. The Chapter Chairperson and/or stewards may post Union literature on the bulletin boards. The Union agrees not to post anything which is scandalous or scurrilous against the Park District.

ARTICLE 20 HEALTH AND SAFETY

Section 1. Both parties to this Agreement recognize their responsibility for the establishment of safe working practices. They agree that the enforcement of safety rules and regulations and established Park policy are a mutual responsibility.

If an employee believes that an unsafe condition exists and after bringing it to the attention of his supervisor, no corrective action is taken within a reasonable time, he shall have the opportunity to file a grievance.

The following items relating to health and safety will be provided by the Park District:

- a. First aid kits in each chainsaw box and each truck or automobile, each tractor used for mowing, and in each pavilion and field office, for use when necessary.
- b. Hard hats, which shall be worn by all employees covered by this Agreement wherever there is exposure to injury by flying, falling or moving objects.

- c. Safety vests for each employee when working on or adjacent to streets or roadways, including service roads within a park, where moving vehicles may endanger the employee's safety.
- d. Life jackets for each employee when working in a boat on a lake or pond. Life jackets also will be provided for any employee who requests one for use when working on a lake or pond ice during the winter.
- e. Water containers and paper cups.
- f. Roll bars on all new tractors.
- g. First aid instruction including C.P.R. will be offered to the employees in the bargaining unit. The cost of the course and the normally scheduled work time required for the instruction will be paid by the Park District.
- h. Chain saw chaps which must be worn at all times when operating a chain saw.
- i. Safety glasses and hearing protection.

Section 2. A safety committee consisting of one or two members of the Union and one or two representatives of the Park District shall meet when any member of the committee feels it is necessary and at a time and place acceptable to all committee members. The committee shall meet during working hours with no loss of pay to the employees involved. The committee shall recommend procedures for the use of hard hats, safety vests and life jackets, which are specifically set forth in this Agreement. The committee also shall recommend guidelines for the use of all other safety equipment and for safe working practices. The committee shall attempt to resolve any safety problems which may arise.

Section 3. Failure to wear or utilize the safety equipment provided will be cause for immediate disciplinary action. The disciplinary action will follow the procedures set forth in Article 17, Disciplinary Action, except that as an additional part of Step a., the employee may immediately be suspended from work without pay for the remainder of the day.

Section 4. Smoking by employees shall be prohibited in any Park District building, in any Park District vehicles and while operating equipment.

Section 5. The Park District will offer and pay for smoking cessation seminars or clinics selected by the Park District. Bargaining unit employees must complete any seminar or clinic for which the Park District has paid a fee. An employee who fails to complete a seminar or clinic program must reimburse the Park District for any fees paid. A smoking cessation seminar or clinic shall be offered to an employee a maximum of two (2) times.

ARTICLE 21
SEXUAL AND OTHER UNLAWFUL HARASSMENT AND
RESPECTFUL WORKPLACE POLICIES OF THE
THE BOARD OF PARK COMMISSIONERS

All Park District employees have the right to work in an environment free from intimidation and/or harassment of any kind, including sexual harassment. The Park District and Union will not tolerate sexual harassment, or harassment on any basis, of or by any of its employees or third parties. Actions, words, jokes, requests, or comments based on an individual's sex, race, ethnicity, age, religion, disability or any other legally protected characteristic will not be tolerated in the park system. Such misconduct demeans the fellow workers and undermines the integrity of the employment relationship. The parties agree to follow the Board policy on Sexual and Other Unlawful Harassment adopted 12/04/98 and the Respectful Workplace Policy, adopted 02/23/05.

ARTICLE 22
HEALTH BENEFIT PLAN

Section 1. The Park District shall provide an employee group health benefits plan for all full-time, year-round employees covered by this Agreement. This plan shall include dependent coverage, where applicable.

Effective November 1, 2011, the health care plan will be amended to include a monthly premium share by each eligible employee of \$116.45.

Effective November 1, 2012, the health care plan will be amended to include a monthly premium share of \$131.00 or fifteen percent (15%) of the then total COBRA premium, whichever is higher.

Effective November 1, 2013, the health care plan will be amended to include a monthly premium share of \$145.56 or fifteen percent (15%) of the then total COBRA premium, whichever is higher.

Effective November 1, 2011, the health care plan will be amended to increase the deductive to \$500.00 for individuals and \$1,000.00 for families and all categories of out-of-pocket expenses are increased to reflect this increase, i.e., \$250.00 for individuals and \$500.00 for families.

Effective November 1, 2011, the health care plan will be amended to increase the co-pays from \$15.00 to \$20.00.

Effective November 1, 2011, the health care plan will be amended to increase the prescription co-pays to \$20.00 for generic and \$40.00 for non-generic.

During the term of this Agreement, no substantial changes in coverage shall be made without the mutual agreement of the parties. The parties hereby agree to meet to discuss and approve such changes in the plan. The changes will be in writing and signed by both parties.

Section 2. The Park District agrees to contribute to the Ohio AFSCME Care Plan for the purpose of providing various benefits to eligible bargaining unit employees in accordance with the Rules and Regulations of the fund and applicable federal and state laws.

Effective with the date of signing, the contribution shall be made at the rate not to exceed \$14.75 per month for each full-time bargaining unit employee, upon completion of the probationary period. The benefits are Life I, Vision I, and Hearing. The Union shall provide a schedule of benefits in the Ohio AFSCME Care Plan for bargaining unit employees to the Park District.

Section 3. The Union and the Park District agree to cooperate with each other and take all actions necessary to comply with all applicable requirements of the Americans with Disabilities Act and the Family and Medical Leave Act, regardless of whether such actions are in conflict with other provisions of this Agreement, it being the intent and commitment of both parties to ensure full compliance with these federal statutes. Whenever any benefit covered under this Agreement exceeds that of the FMLA, said benefit shall not be reduced.

ARTICLE 23 ALCOHOL AND DRUG POLICY

Section 1. In the interest of providing a safe, productive work environment at all Park District facilities, and to safeguard Park District property, the health of its employees, and the safety of the general public, the parties agree that bargaining unit members shall be prohibited from using, selling, transferring, or possessing alcohol, illegal drugs or controlled substances on Park District premises. This prohibition also extends to such conduct in Park District vehicles, wherever they may be located. Bargaining unit members also are prohibited from being at work under the influence of or following the consumption of alcohol, illegal drugs, or controlled substances.

Section 2. To determine whether any bargaining unit employee is in violation of the above prohibition, the Park District reserves the right to conduct searches of employee's personal belongings, parcels and privately owned vehicles on Park District premises, whenever the Park District has reasonable suspicion to justify such searches. Searches shall be conducted by two (2) Park District supervisors/ranger and the employee shall be present.

ARTICLE 24 NO STRIKES

Section 1. The Union agrees that there will be no strikes, sit-downs, slow-downs, work stoppages, boycotts, picketing or any other acts that interfere with the Park District's operations, by the Union, its officers, agents, representatives and bargaining unit members, during the term of this Agreement and continuing through the completion of all negotiations and alternative dispute resolution procedures occurring both before and after the termination date of this Agreement. The Park District will not lock out bargaining unit members.

Section 2. The Union agrees that it will not authorize, ratify or condone any of the above-described activities and that in the event of any such activities, which are not authorized, ratified or condoned by the Union, the Union agrees that it will make every possible effort to end such activities by advising its officers, agents, representatives and bargaining unit members that their conduct is unauthorized, in violation of this Agreement and unlawful.

Section 3. The Union agrees that the strike notice required by Revised Code Section 4117.14 (D) (2) will be given to the Park District prior to any strike activities being taken by the Union or any bargaining unit employee.

ARTICLE 25 UNIFORMS

The Park District will provide five sets of new work uniforms for each full-time employee per year. The employee will be responsible for laundering, maintaining and repairing his uniform and must be reasonably neat and clean, when reporting to work.

In lieu of the annual distribution of five sets of new work uniforms, the full-time employee may choose alternative items from the Uniform Chart, as shown in Appendix A, up to 125 credits. Alternative garments items will be subject to an annual review and may include annual credit adjustments.

The Park District will provide a one-hundred dollar (\$100) footwear credit once every two years at a designated vendor for approved footwear.

Uniforms may be worn to and from work, except in establishments that serve alcoholic beverages. Uniforms may not be worn while working for another Employer or while working at home. If an employee fails to wear furnished or approved work clothing, he may be suspended from work without pay for the remainder of the day.

**ARTICLE 26
SAVINGS CLAUSE**

Section 1. If any clause or provision in this Agreement shall become invalid under any existing or future federal or state legislation or court decision, the remainder of the provisions shall not be affected thereby.

Section 2. In the event a provision of this Agreement becomes invalid, the parties shall meet within ten (10) days to negotiate a legal alternative provision.

**ARTICLE 27
JURY SERVICE**

Section 1. Any full-time employee summoned for jury service shall be paid his normal wages for time so devoted on any regularly scheduled work day. Written proof of dates and times served will be required.

Section 2. In the event a full-time employee reports for jury duty and is dismissed two (2) hours or more prior to his normal quitting time, he shall report for work as soon as possible. Failure to do so will result in deduction of wages for the hours which could have been worked following dismissal from jury duty.

**ARTICLE 28
LAYOFF AND RECALL**

Section 1. In the event a layoff becomes necessary, employees shall be laid off in the following order:

- a. Any temporary employees;
- b. Any part-time employees;
- c. Any probationary full-time employees;
- d. An employee in the classifications affected by the layoff. Such employee's shall be laid off in the inverse order of the employee's seniority, commencing with the employee with the least amount of seniority, etc.;
- e. Whenever possible, the Park District shall give an employee who is to be laid off a minimum of two (2) weeks written notice, indicating the circumstances which make the layoff necessary, with a copy furnished to the Union.

Section 2. In order to avoid layoff, an employee being laid off from his classification may elect to bump a less senior employee in a lower rated classification. If an employee

elects to take a direct layoff rather than bumping a less senior employee in a lower-rated classification, the Park District shall make no objections to the Bureau of Employment Services regarding said employee's unemployment benefits.

Section 3. No new employee shall be hired in a classification, nor shall any promotions be made in that classification until all employees on a layoff status from that job classification desiring to return to work have been recalled to that job classification, and until all employees in layoff status from some other job classification desiring to return to work and having the qualifications, skill and ability to perform the work satisfactorily and efficiently have been recalled.

Section 4. When the Park District increases the work force in a job classification following a layoff, employees will be recalled to their job classification in accordance with their seniority commencing, with the employee with the most seniority, etc. The Park District shall notify employees being recalled to work after layoff by certified mail sent to the employee's last known address not less than five (5) calendar days prior to the time the employee is requested to return to work.

Section 5. It shall be the responsibility of each employee to keep the Park District informed of his current correct address and telephone number and any employee who fails to report to work at the time required without good cause shall forfeit his seniority and employment.

ARTICLE 29 PHYSICAL EXAMINATION

The Park District may at any time request a bargaining unit employee to submit to a physical examination or drug and alcohol test, if there is reasonable cause to believe that the employee cannot perform the essential functions of his classification. The cost of examination shall be paid by the Park District.

ARTICLE 30 LEAVES OF ABSENCE

Section 1. All leaves of absence and any extensions thereof must be applied for in writing by the employee. (See Appendix F). Such written application shall be made prior to taking or extending said leave, whenever possible. Any request for a leave of absence shall be answered promptly in writing by the Park District. If the request is denied, a reason shall be given in writing. The approval or disapproval of any request for a leave of absence without pay shall be left to the discretion of the Park District.

Section 2. An employee may, upon request, be permitted to return to work prior to the anticipated expiration of a leave of absence but only if such early return is approved by the Park District. Any employee who has been off work on an unpaid leave of absence

for personal medical reasons shall, at the request of the Park District, submit a written medical certificate satisfactory to the Park District, verifying the employee's mental and/or physical fitness to perform the essential functions of his job. The Park District reserves the right to require any such employee to submit to a physical examination by a doctor of the Park District's choosing, before allowing such employee to return to work. If the employee's doctor and the doctor chosen by the Park District disagree as to the fitness of the employee to return to work at his regular job, the two doctors shall agree upon a third Akron-area doctor to examine the employee. The opinion of that third doctor shall be final and binding upon the Park District, the Union and the employee. The cost of the services of the third doctor shall be shared equally between the Park District and the employee.

Section 3. Seniority shall continue to accumulate during any paid and/or unpaid leave of absence under this Agreement except as outlined in Section 10. An employee shall be covered by the Park District employee group health benefit plan for the duration of a leave of absence with pay and/or because of an allowed Workers' Compensation injury or illness, as well as while on a leave of absence under the Family and Medical Leave Act. This benefit coverage shall extend only for the approved and/or allowed period of any such leave of absence.

For any non-FMLA leave of absence without pay approved by the Park District, an employee may elect to continue the Ohio AFSCME Care Plan and/or the Park District health benefit plan for the approved duration of such unpaid leave of absence by making arrangements prior to departing for such leave to pay the appropriate premiums for the continuation of such plans. Such premiums must be paid in a timely fashion each month by the employee and any failure to make such payments shall relieve the Park District and the Ohio AFSCME Care Plan from continuing such coverage. If the unpaid leave of absence begins after the first day of a month, the benefit premium must be made by the day the leave of absence begins, in an amount pro-rated from the date the leave of absence begins to the end of that month. If an unpaid leave of absence is expected to conclude before the end of a month, the amount of the benefit premium to be paid by the employee will be pro-rated to the date of anticipated return to work. In the event that an unpaid leave of absence should end earlier than expected and the employee returns to work during the month after making payment for continuation of health benefit, no refund of payment will be made.

Section 4. Upon returning from an approved leave of absence, the employee will be returned to the job classification and shift which he formerly held at the then current rate of pay. Such returning employees always shall supplant probationary or full-time employees who were hired to fill their positions on a temporary basis. Vacancies created by employees going on leave of absence shall be filled, if the Park District decides to fill such positions at all, by qualified full-time or part-time employees insofar as practical. If such qualified employees are not available, then temporary employees may be hired to replace full-time employees who are on leave.

Section 5. Employees on leaves of absence who accept other employment, except as provided for herein, employees who misrepresent facts to obtain a leave of absence or employees who perform work activities outside the medical restrictions provided to the Park District or of a physical nature or similar in its physical demands to that performed by the employee for the Park District; or employees who fail to report for employment at the expiration of the leave of absence, may be disciplined up to and including discharge from employment by the Park District.

Section 6. In case of a compensable industrial illness or injury, an unpaid leave of absence must be requested in writing by the injured or ill employee. (See Appendix F). Such leave will be granted by the Park District when supported by appropriate medical evidence.

If an employee is absent from work due to an industrial illness or injury and is not physically able to prepare or sign a written request for a leave of absence, the Park District will consider the circumstances in determining whether to waive the requirement that a leave of absence must be requested in writing.

The Park District reserves the right to consult at any time with the employee's attending physician and a consulting doctor for substantiation of the need for any such requested leave of absence, and the provisions of Section 2 hereof shall apply if the employee's doctor and the doctor chosen by the Park District disagree.

Section 7. The Family and Medical Leave Act of 1993 shall govern the length of unpaid leaves of absence for serious personal health conditions, or for the care of a newly born, adopted or foster child, or for the care of the employee's spouse, parents, or children who suffer from a serious health condition requiring such care and this time may be extended by the Park District.

Section 8. As permitted by the Family and Medical Leave Act of 1993, the Park District may require, or the employee may elect, the use of paid vacation and/or sick leave days during an approved leave falling within the scope of the Family and Medical Leave Act of 1993.

Section 9. Employees who participate in short-term training duty as members of the organized reserves of the Armed Forces of the United States or as members of the National Guard shall be granted military leave in accordance with the rights to which they are entitled under applicable federal and state laws, so long as such absence is necessary to maintaining their status as reservists. A copy of the orders for active duty must be provided to the Employer as soon as possible upon receipt by an employee.

An employee on this type of leave may use vacation for this purpose, if the employee so chooses.

It is the mutual intention of the parties to observe and comply with the applicable Veterans Re-employment Rights under law. The Park District and the Union shall comply with federal regulations as applicable to military leaves of absence.

Section 10. Upon specific written request of an employee and if approved by the Park District, an employee may be permitted to take an unpaid leave of absence for educational purpose for a period of up to one year. During any such leave the employee shall not accumulate seniority and shall not be entitled to any of the benefits of this Agreement, including employee group health benefits, but the employee shall not lose previously accumulated seniority, except as provided by Federal law.

ARTICLE 31 CONTRACTING/SUBCONTRACTING OF BARGAINING UNIT WORK

It is not the intent of the Park District to contract or subcontract work normally performed by bargaining unit employees. However, the Park District will make every reasonable effort, if contracting or subcontracting of bargaining unit work becomes necessary, to do so only if such contracting would not result in displacement of bargaining unit-employees.

ARTICLE 32 WORK RULES

Section 1. The Park District shall have the right to promulgate rules and regulations necessary for the orderly and efficient operations of the District. Such rules and regulations shall not conflict with the express terms of this Agreement.

Prior to posting any rule(s) or regulation(s) and/or changing existing rule(s) and/or regulation(s) the Park District shall meet with the Union to discuss such rule(s) or regulation(s).

All Park District employees also are subject to the rules that apply to the general public.

Section 2. Five (5) work days prior to implementation of any rules or regulations the Park District will post such rules or regulations in conspicuous places in each field office, with a copy forwarded to the Chapter Chairperson.

Section 3. Since all employees within the bargaining unit are required to possess a valid State of Ohio motor vehicle operator's license or a valid State of Ohio commercial driver's license, if an employee has had his driver's license suspended or is not deemed insurable by the Park District's vehicle insurance company for driving Park District vehicles, his hourly wage rate shall be reduced by 20% effective the date of notification to the Park District by the insurance company. If an employee whose job description

requires a commercial driver's license has had his commercial driver's license suspended or is deemed uninsurable by the Park District's vehicle insurance company for driving Park District vehicles, he shall be demoted to the Park Technician I (one) classification and his hourly rate as a Park Technician I (one) shall be reduced by 20% effective the date of notification to the Park District by the Insurance company.

If an employee, during any such period of license suspension or un-insurability, has that period extended due to additional traffic violations or if a second period of suspension or un-insurability is imposed, he may be discharged immediately. An employee who has had his driver's license revoked may be discharged immediately.

An employee shall notify the Park District in writing whenever he is convicted of a moving traffic violation and whenever his driver's license is limited, suspended or revoked. Failure of an employee to notify the Park District of a suspension or revocation of his driver's license may result in immediate discharge.

Employees shall carry on their person a valid State of Ohio operator's license at all times when operating Park District vehicles. Periodic inspections will be made in order to determine compliance. Periodic operator's license record checks are considered a right of the Employer to determine compliance.

Section 4. All cases of Park District vehicle and equipment damage or loss will be reported and accident reports completed. Before any repairs are made to any vehicle or equipment, the local chapter chair or chief steward and the employee involved will meet with management so that any damage caused by the employee can be documented and verified. If the investigation of the accident or loss indicates the accident was caused by the employee assigned to operate the vehicle or equipment and was caused by his negligence or careless operation, the employee may be responsible for repair and/or replacement of damaged or lost items in an amount not to exceed one half (1/2) the insurance deductible on any vehicle or equipment, insured or uninsured, for the first accident. For subsequent accidents, the employee may be responsible for repair or replacement of damaged or lost items in the amount not to exceed the full deductible on any vehicle or equipment insured or uninsured.

ARTICLE 33 LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established consisting of two (2) representatives of the Park District and two (2) members of the Union.

Meetings of the committee shall be held quarterly at a time and location mutually agreed upon unless both parties agree that there is nothing to be discussed. Additional meetings may be held by mutual agreement. An Ohio Council 8 staff representative may attend any of the committee meetings. The committee shall meet during working hours with no loss of pay for the employees involved.

An agenda containing the items to be discussed shall be exchanged at least three (3) working days prior to any scheduled meeting.

ARTICLE 34 SWIM PASS

Upon application, the Park District shall provide each full-time and part-time employee and members of his immediate family without cost a season pass for admission to Munroe Falls and Silver Creek Metro Parks, during the swimming season. The passes will be issued and used in accordance with the same rules that apply to the public sale and use of season passes.

ARTICLE 35 OPERS

The full amount of the statutorily required contribution to the Ohio Public Employees Retirement System shall be withheld from the gross pay of each bargaining unit member and shall be "picked up" (assumed and paid to the Public Employees Retirement System) by the Park District for the purpose of deferring federal and state income taxes. No member of the bargaining unit shall have the option to receive the contributed amount directly.

ARTICLE 36 WAGE SCHEDULE

See Wage Schedule included as Appendix B-1 (Wage Increases), B-2 (Park Technician I and C (Wages for Part-Time Workers)).

Wage Increase:

First Year: 1%
Second Year: 1%
Third Year: 1%

ARTICLE 37 LONGEVITY PAYMENTS

All full-time, year-round employees of the Park District covered by this Agreement shall be entitled to longevity compensation, in addition to their regular compensation.

The longevity payment shall be fifteen dollars (\$15.00) per year of full-time service, following the completion of seven (7) years of service. The longevity payment shall be twenty dollars (\$20.00) per year for each year of full-time service, following completion of twenty-five (25) years of service.

All longevity payments shall be made on the last pay date in December of the year in which longevity payment is earned or upon separation from employment with the Park District. Separation payment will be made on a pro-rated basis according to the anniversary date for those leaving employment in good standing.

ARTICLE 38 VOLUNTARY SETTLEMENT PROCEDURE

Section 1. In accordance with and subject to the Ohio Revised Code Section 4117.14 (E), the Park District and Union hereby agree to the following procedure for resolving an impasse during negotiations of any collective bargaining agreement between the parties or modification thereof. Said procedure is an alternative dispute procedure under that section.

Section 2. If, during the period prior to forty-five (45) days before the expiration date of this Agreement or any extension or modification thereof, the parties are unable to reach agreement, the parties shall request mediation by seeking the services and assistance of the Federal Mediation and Conciliation Service. Such request for mediation must be in writing and signed by at least one (1) party. After mediation is requested, negotiations shall be conducted using the conciliation and mediation services to the extent available until settlement is reached between the parties prior to the termination date of the agreement or extension thereof.

Section 3. The parties agree that the strike notice contained in ORC Section 4117.14 (D) (2) applies to the Agreement and will be given prior to any strike action being taken by the Union or the bargaining unit employee.

ARTICLE 39 DURATION

Section 1. This Agreement shall be effective as of November 1, 2011 and remain in full force and effect through October 31, 2014.

Section 2. In the event either party desires to modify this Agreement, notice in writing shall be given to the other party at least one hundred twenty (120) days prior to the termination date of this Agreement. In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 3. In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the termination date set forth in the first paragraph of this Article.

SIGNATURE PAGE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR
HANDS THIS 19th DAY OF January 2012.

FOR THE UNION:

FOR THE PARK DISTRICT:

Michael A. Beale
Thomas J. Morrison
Mark Schneider
Mike [unclear]

Kurt J. Fly
Robert Z. Peters

FOR OHIO COUNCIL 8:

Michael Beale

**APPENDIX A
UNIFORM CHART**

Work uniform alternatives are listed below. Employee may choose garments from the list as provided in Article 24 of this Agreement. No employee may order any combination of uniforms that total more than 125 credits. Those employees who wish to purchase additional items at their own expense will complete a separate order form with payment for those items.

STANDARD ITEMS				
PANTS GREEN	WAIST X LENGTH	QTY.	CREDIT	TOTAL CREDIT
		0	13	0
WORK SHIRT L/S GREEN	SIZE	QTY	CREDIT	TOTAL CREDIT
		0	12	0
WORK SHIRT S/S GREEN	SIZE	QTY	CREDIT	TOTAL CREDIT
		0	10	0
ALTERNATIVE ITEMS	SIZE	QTY	CREDIT	TOTAL CREDIT
T-SHIRT S GREEN OR SAFETY YELLOW PLEASE CIRCLE COLOR				
S-XXXL		0	10	0
LONG SLEEVE T-SHIRTS-GREEN	SIZE	QTY	CREDIT	TOTAL CREDIT
S-XXXL		0	12	0
GOLF SHIRT-GREEN	SIZE	QTY	CREDIT	TOTAL CREDIT
S-XXXL		0	16	0
CREW NECK SWEAT SHIRT-GREEN	SIZE	QTY	CREDIT	TOTAL CREDIT
S-XXXL		0	17	0
HOODED SWEATSHIRT-GREEN	SIZE	QTY	CREDIT	TOTAL CREDIT
S-XXXL		0	27	0
CARHARTT MOSS ACTIVE THERMAL HOODED JACKET	SIZE	QTY	CREDIT	TOTAL CREDIT
M-XXL		0	94	0
CARHARTT BROWN TRADITIONAL ARTIC JACKET	SIZE	QTY	CREDIT	TOTAL CREDIT
S-XXXL/TALL SIZES		0	121	0
CARHARTT BROWN ARTIC VEST	SIZE	QTY	CREDIT	TOTAL CREDIT
M-XXL		0	64	0
XXL		0	64	0

CARHARTT BROWN BIB OVERALLS	WAIST X LENGTH	QTY	CREDIT	TOTAL CREDIT
UNLINED		0	88	0
LINED		0	103	0
WORK SHORTS-MOSS	WAIST SIZE	QTY	CREDIT	TOTAL CREDIT
		0	34	0
BASEBALL CAP-GREEN	SIZE	QTY	CREDIT	TOTAL CREDIT
REGULAR		0	7	0
MESH		0	7	0
SAFETY JACKETS				
THREE SEASON SAFETY LIME GREEN JACKET	SIZE	QTY	CREDIT	TOTAL CREDIT
LG-XXXXL		0	87	0
WINTER PARKA SAFETY-LIME GREEN JACKET	SIZE	QTY	CREDIT	TOTAL CREDIT
LG-XXXXL		0	87	0

**APPENDIX B-1
WAGES FOR FULL-TIME WORKERS**

Grade	Positions	Step	2011	11/1/2011	Change	11/1/2012	Change	11/1/2013	Change
11	Park Technician I	Start	\$17.75	\$17.93	\$0.18				
	Hired before	6 mos.	\$18.24	\$18.42	\$0.18				
	11/1/2011	12 mos.	\$19.03	\$19.22	\$0.19	\$19.41	\$0.19	\$19.61	\$0.19
12	Park Technician II	Start	\$17.84	\$18.02	\$0.18	\$18.20	\$0.18	\$18.38	\$0.18
		6 mos.	\$18.34	\$18.52	\$0.18	\$18.71	\$0.19	\$18.90	\$0.19
		12 mos.	\$19.26	\$19.45	\$0.19	\$19.65	\$0.19	\$19.84	\$0.20
13	Park Technician III Maintenance/Utility Worker	Start	\$18.05	\$18.23	\$0.18	\$18.41	\$0.18	\$18.60	\$0.18
		6 mos.	\$18.55	\$18.74	\$0.19	\$18.92	\$0.19	\$19.11	\$0.19
		12 mos.	\$19.46	\$19.65	\$0.19	\$19.85	\$0.20	\$20.05	\$0.20
14	Carpenter	Start	\$18.31	\$18.49	\$0.18	\$18.68	\$0.18	\$18.86	\$0.18
		6 mos.	\$19.54	\$19.74	\$0.20	\$19.93	\$0.20	\$20.13	\$0.20
15	Utility Person Mechanic	Start	\$18.69	\$18.88	\$0.19	\$19.07	\$0.19	\$19.26	\$0.19
		6 mos.	\$19.82	\$20.02	\$0.20	\$20.22	\$0.20	\$20.42	\$0.20
16	Crew Leader Gardener	Start	\$19.38	\$19.57	\$0.19	\$19.77	\$0.20	\$19.97	\$0.20
		6 mos.	\$19.87	\$20.07	\$0.20	\$20.27	\$0.20	\$20.47	\$0.20

APPENDIX B-2

Park Technician I
(Hired After November 1, 2011)

	Hourly
Start	\$15.00
1 Year	\$15.60
2 Year	\$16.20
3 Year	\$16.80
4 Year	\$17.40
5 Year	\$18.00

APPENDIX C
WAGES FOR PART-TIME WORKERS

Part-time workers shall be hired and maintained within a wage rate range from \$11.23 per hour to \$14.50 per hour for the duration of this contract.

**APPENDIX D
PUBLIC EMPLOYEES ORGANIZED
for POLITICAL EQUALITY
(PEOPLE)**

See example of check off card below.

**APPENDIX E
WORKERS' COMPENSATION AGREEMENT**

In Re: _____
(Print Name)

Claim: _____
(Workers' Compensation Number)

On the _____ day of _____, 20____, at Akron, Ohio in the County of Summit, this agreement between Metro Parks, Serving Summit County, the Employer, and _____, the employee, was executed under the following terms and conditions:

The Employer has, since the inception of employee's disability resulting from an accident suffered by the employee on the _____ day of _____, 20____, while in the course of his employment, paid an advancement of wages in order to provide him with the necessities of life, in consideration of which the employee has agreed to reimburse the Employer for the amounts so advance insofar as possible out of payment of Workers' Compensation allotments made to the employee out of the State Insurance Fund.

This agreement shall be the authority to send all warrants for Temporary Total to the employee in care of the Employer for no more than the first 12 weeks of compensation closely following the date of injury.

(Period of Sick Leave/Vacation)	(Hours)	(Gross Pay)
---------------------------------	---------	-------------

(Claimant's Signature)	(Employer's Signature)
------------------------	------------------------

APPENDIX F
***REQUEST FOR LEAVE OF ABSENCE**

NAME: _____ DATE: _____

I hereby request a Leave of Absence beginning:

Planned date of return to work:

Reason for leave: _____ Education _____ Medical _____ FMLA

Other (please explain):

Please attach documentation supporting Reason for Leave of Absence.

Vacation/Sick pay requested? _____ Yes _____ No

(Note: Metro Parks may require use of Vacation/Sick time for certain leaves of absence)

Received by: _____ Date: _____

*Incomplete form will not be accepted or considered.

APPENDIX G
SICK LEAVE ACCRUAL REDEMPTION POLICY

Recent changes in the OPERS rules governing the conversions of accumulated sick leave and vacation leave accruals as earnable salary have affected the Metro Parks' sick leave and vacation conversion plans as they are currently written and stated in the existing AFSCME and OPBA bargaining agreements.

A revision for the "Sick Leave Accrual Redemption Policy" was approved by OPERS, as follows, (updated wording bolded and underlined).

BE IT RESOLVED THAT, Metro Parks, Serving Summit County will maintain a Sick Leave Accrual Redemption program that will pay current full-time employees hired prior to January 1, 2009 one-half (1/2) of the sick leave hours accumulated over 180 days on an annual basis or upon retirement at their current hourly rate. Employees are limited to a future maximum of 180 days, once paid down to 180 days.

Full-time employees employed after January 1, 2009 will mandatorily participate and accrue up to 180 days. Annually thereafter, full-time employees will be paid one-third (1/3) of the hours over 180 days at their current hourly rate, or upon retirement, full-time employees will be paid 1/3 for their remaining sick leave hours, at their current hourly rate.

Full-time bargaining unit employees hired prior to January 1, 2009 shall have the right to participate in the Sick Leave Accrual Redemption program on a voluntary basis and may elect to enroll in the program annually by the first of January in any year. Once an employees enrolls into the program, it becomes permanent. All other full-time employees hired prior to 1/1/2009 and who are enrolled in the program, will automatically have their accumulated sick leave hours over 180 days put up for redemption each year and redeemed on a pro-rata basis.

The first one hundred twenty hours of redeemed sick leave accruals will be paid out in January of each year, must be earned between January 1 and December 31 of the previous year, and the amount redeemed will be minus any sick leave used in the previous year. Sick leave redemptions are funded on an annual basis and not subject to budget constraints. The redemption of sick leave accruals over one hundred twenty hours, if any, will be determined based on budget availability on a year-to-year basis. Redemption will come after the annual year-end accruals audits are completed.