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CLEVELAND METROPARKS ZOO

AGREEMENT BETWEEN
THE CLEVELAND METROPARKS
AND
TEAMSTERS LOCAL 507

EFFECTIVE FEBRUARY 1, 2012 THROUGH DECEMBER 31, 2013

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SUMMARY PLAN DESCRIPTION

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THIS AGREEMENT is by and between CLEVELAND METROPOLITAN PARK DISTRICT with respect to its operation of the CLEVELAND METROPARKS ZOO, located at Brookside Park, Cleveland, hereinafter referred to as the "Employer" or "Cleveland Metroparks" and TEAMSTERS LOCAL 507, hereinafter referred to as the "Union."

ARTICLE I - UNION-RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for its employees in the following classifications:

1. Animal Keeper
2. Animal Keeper/Education Assistant
3. Animal Keeper Leader
4. Truck Drivers
5. Mechanics
6. Mechanics Leader
7. Horticulturists
8. Horticulturists Leader
9. Service Maintenance I
10. Service Maintenance II
11. Service Maintenance Leader
12. General Maintenance
13. General Maintenance Leader
14. Life Support System Technician

- 15. HVAC Engineer
- 16. HVAC Engineer Leader
- 17. Interactive/Electronic Technician
- 18. Recycling & Compost Coordinator

This Agreement shall not cover supervisory employees, confidential, office, clerical or seasonal employees.

ARTICLE II - CONDITIONS OF EMPLOYMENT

1. All employees in the bargaining unit covered by this contract who are members of the Union on the date this contract is signed and all other employees in such bargaining unit who become members of the Union at any time in the future shall, for the term of this contract, continue to be members of the Union.

2. The Employer will deduct regular initiation fees and monthly dues from the pay of employees covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature.

3. Except as hereinafter provided in Paragraph 6, all present employees of the Employer shall, as a condition of continued employment, be members of the Union on the thirty-first day following the date of this Agreement and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee, and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

4. It is agreed that all new employees of the Employer as a condition of continued employment shall be members of the Union on the thirty-first day following the beginning of

their employment and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

5. In accordance with individual check-off authorizations, the Employer shall deduct from employees' earnings, Union membership dues, including initiation fee and assessments uniformly required which are payable by such employees and shall remit the amount so deducted to the Union not later than the tenth day of each month.

6. Employees in the bargaining unit who fail to become members of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment in accordance with Ohio Revised Code Section 4117.09 (C), which shall be remitted by the Employer to the Union in accordance with that Section. As provided by statute, such fee shall be effective sixty (60) days following the beginning of employment or completion of the probationary period, whichever is less, or the effective date of this Agreement, whichever is later. No deduction authorizations are required as to fair share fees.

7. The Union will defend and hold harmless the Employer, its Officers, administrators, and agents from any liability arising out of the application of the Union membership provisions or the provisions for deduction of dues and fair share fees.

8. The Employer and the Union agree that no applicant or employees shall be discriminated against in hiring, promotion, or continued employment because of race, color, religion, gender, age, or national origin.

9. If an employee wants a savings deduction made, then in accordance with individual authorizations, the Employer shall deduct from the employees' earnings such amounts

as the employee shall designate each week and remit the amount so deducted to the Ohio Teamsters Credit Union each month.

10. The employees covered by this Agreement shall be divided into classes, known as (a) Senior Employees, and (b) Apprentice Employees. A Senior Employee shall be a full-time employee who has had at least 180 calendar days experience working in the Cleveland Metroparks Zoo. An Apprentice Employee shall be a full-time employee with less than one hundred and eighty (180) calendar day's service with the Employer. During that one hundred eighty (180) calendar-day period, he shall be considered as a probationary employee. During such probationary period, the employee may be discharged and such action may not be made the subject of the grievance procedure. When such a probationary employee has one hundred eighty (180) calendar days service, he shall become a Senior Employee. If promoted to the job of Truck Driver or Keeper, the Senior Employee will be paid the Truck Driver or Keeper rate after one hundred eighty (180) calendar days on the job, but the Employer shall have one hundred eighty (180) calendar days to determine if an employee promoted to Keeper has the qualifications for this job satisfactory to the Director of the Cleveland Metroparks Zoo or his representative.

11. The Employer shall forward by mail, to the Union office during the month of February of each year, the following written information: a list of all former and present employees who worked during the preceding calendar year, their classifications, their date of hire, their hourly wage rates and their gross earnings for the previous year.

12. The hiring of all regular full-time employees or promotion of present employees will be contingent on their passing of physical examination, by an M.D. of the Employer's selection, and to the satisfaction of the Zoo Director or his representative.

ARTICLE III – MANAGEMENT RIGHTS

Unless otherwise limited by specific provisions set forth elsewhere in this Agreement, the management and direction of the working force in all its phases are vested exclusively with the Employer, and this shall include but shall not be limited to the right to: manage the operations; control the premises, direct the working forces; maintain efficiency of operations; the sole right to hire; discipline and discharge for just cause; lay off; promote, to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, reduce or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within classification; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs; to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, meal periods and leave of absence; and all other rights of management except those limited by any specific provision of this Agreement.

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

right and opportunity are set forth in this Agreement. Therefore, there are no other agreements that are not set forth herein.

The Union agrees that, during the life of this Agreement, the Employer shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08(C) of the Revised Code or pursuant to this Article of this Agreement.

ARTICLE IV- WORK HOURS

1. The normal work week for all employees covered by this Agreement shall be forty (40) hours and five (5) days. However, Cleveland Metroparks Zoo will continue the 4/10s shifts for those employees currently working 4/10s shift. The positions that will not be allowed to work the 4/10s shifts are as follows:

1. Animal Keeper/Show Assistant
2. Truck Driver
3. Truck Driver Relief
4. General Maintenance Leader
5. Recycling/Compost Coordinator
6. Interactive/Electronic Technician
7. Service Maintenance I Leader (Nights)
8. HVAC Engineer Leader
9. One Service Maintenance II Leader (Days)
10. General Maintenance
11. Life Support System Technician

Employees on 4/10s shifts must choose three (3) holidays to give back by the beginning of each calendar year. They will also receive four (4) additional holiday hours. They may not give up Blood Bank, Thanksgiving (Animal Care and Horticulturist only), Christmas or New Year's Day.

Example: 13 holidays at 8 hours each = 104 hours. The employee gives back 3 holidays, then the employee has 10 holidays at 10 hours each = 100 hours, plus the employee will

receive an additional four (4) holiday hours giving the employee a total of 104 hours of holiday time.

2. Each employee is entitled to an unbroken rest period of at least eight (8) hours between shifts and any employee who is required to work during his eight (8) hour rest period shall be paid for such work at the rate of time and one-half (1½) his regular straight time hourly rate of pay. This shall not apply when an employee works a double shift and receives premium pay for one of these shifts or when the Employer is already paying premium pay for the hours worked within said rest period.

3. If an employee is late in reporting for or in starting to work, his pay will be reduced. If an employee ceases to work at his assigned duties or leaves his assigned post prior to fifteen (15) minutes before quitting time, his pay will be reduced. This reduction in pay will be computed in one-quarter (¼) hour segments according to the following table. Habitual tardiness, as determined by the Zoo Director or his representative, shall be cause of suspension and continuance of tardiness after suspension shall be cause for dismissal.

	7 min. to		15 min.	¼ hr.
	16 min. to		30 min.	½ hr.
	31 min. to		45 min.	¾ hr.
	46 min. to	1 hr.		1 hr.
1 hr.	1 min. to	1 hr.	15 min.	1 ¼ hr.
1 hr.	16 min. to	1 hr.	30 min.	1 ½ hr.
1 hr.	31 min. to	1 hr.	45 min.	1 ¾ hr.
1 hr.	46 min. to	2 hr.		2 hr.
2 hr.	1 min. to	2 hr.	15 min.	2 ¼ hr.
2 hr.	16 min. to	2 hr.	30 min.	2 ½ hr.
2 hr.	31 min. to	2 hr.	45 min.	2 ¾ hr.
2 hr.	36 min. to	3 hr.		3 hr.

The above six (6) minute leeway before deduction is made from wages, does not warrant frequent tardiness of under seven (7) minutes. Such action may result in progressive discipline to the offender.

Except only for "Sick Benefits" as hereinafter set forth, wages shall be paid only for work performed in accordance with the above schedule.

4. At any time the Employer determines any animal requires special attention beyond an employee's regular working hours, the employee will tend to the animal and will be paid at the applicable overtime rate for the actual time needed to tend to the animal plus his travel time to and from his home to the premises.

5. The Employer shall install and at all times shall maintain a Time Clock and shall require each employee covered by the Bargaining Agreement to punch in and punch out on a time card furnished by the Employer. The Employer shall at no time allow any employee to perform work unless he has punched in on a time card. The time card records shall be kept by the Employer and shall be available for inspection at all times by the Union. Employees are required to punch in and out when arriving or leaving the Employer's premises, except in the course of their normal duties.

6. The Employer shall furnish the Union with one Bulletin Board for each time clock for the posting of all notices. These Boards shall be put on a wall as close to each time clock as possible and be convenient for every member to see. They shall have glass doors and locks to which the Union shall have the keys. The size of the Bulletin Boards shall be sixty inches (60") long and thirty-six inches (36") high.

7. Any employee who is required to serve on a jury, whether in a State or Federal Court, will be allowed time off without loss of pay. Such payment will also be made when an employee is subpoenaed for court appearance. All compensation received for court or jury duty must be relinquished to the Employer by the employee. The Cleveland Metroparks will continue to use best efforts to modify the regular work week of an employee on jury duty to reflect that of the jury for the duration of service on jury duty.

8. The Employer will establish a regular shift and starting time for each employee. Said shift and starting time may be changed to meet the Employer's operational needs upon one week's notice to the employee. Changes in regular schedules do not include off-day changes (except temporary changes to off days-due to exigent circumstances).

Notwithstanding the above, if the management decides to keep the Park open until a time beyond that now in effect, some employee's hours will be adjusted to within eight (8) hours (or within ten (10) hours for 10-hour employees) to the changed Park closing hours. Assignment to the adjusted closing hour will be submitted, in advance, to the employees in each classification or area affected; if the senior employees do not desire that assignment, the junior employees in the classification or area will be assigned thereto.

9. Pay day shall be bi-weekly, on Friday.

10. An employee called in outside their regular schedule shall be guaranteed a minimum of two (2) hours call-in pay at a minimum rate of one and one-half (1½) times their regular rate of pay. If the call-in is an emergency, the employee shall be compensated from the time they leave their place of residence.

11. All employees shall receive a one-half hour unpaid lunch period. Employees may be scheduled a longer lunch period only if mutually agreed between the Company and the employee.

12. Each employee who is required to work a special event shall be offered the opportunity to work straight through their regular shift until the event is concluded, provided the interval between the end of the regular shift and the beginning of the event does not exceed two (2) hours.

13. Whenever an employee is temporarily transferred by the Employer to do work in some other job classification for two (2) hours or more in any work day, he will be paid the higher of either his own regular hourly rate or the hourly rate of the job classification to which he is temporarily assigned for all hours worked in such other job classification.

ARTICLE V – OVERTIME

1. Overtime, as required by the Employer, shall be paid at the rate of time and one-half the employee's hourly rate of pay for all work performed in excess of eight (8) hours per day (or ten (10) hours per day for 10-hour employees) or forty (40) hours per week. Pay for sick leave, as provided in Article VIII, shall not be considered for the purpose of computing overtime.

2. **Scheduled Overtime:** For Facility-Operation Department employees, the Cleveland Metroparks will fill scheduled overtime within each job classification by bargaining unit seniority within that classification first to the person or persons working on that day provided the person(s) is qualified to do the work; then, without regard to shift, provided the person is qualified to do the work. If no one elects to work the overtime, it will be assigned to the least senior person qualified in the classification needed without regard to shift or day off.

3. **Unscheduled Overtime:** For Facility-Operation Department employees on projects or jobs that are in process, overtime will be offered to the person or persons that are working on the project or job on that day. After that, the overtime will be offered by bargaining unit seniority within that classification working that day. If no one elects to perform the overtime, and management in its discretion determines to perform the work, it will be assigned to the least senior employees within the classification working that day.

4. **Special Event Overtime:** The employer shall be the sole determiner of the need for overtime. However, where the Employer determines the need for overtime assignments for special events, or PCA or Rainforest events, where there is a need for the performance of duties included within the job descriptions of Service Maintenance I and II, the overtime will be assigned by bargaining unit seniority as follows. However, such assignments shall be consistent with the Employer's need to meet gender and/or skill requirement(s) (also based on seniority), understanding that these requirements may be met by switching the assignment(s) of the crew scheduled to work that evening.

<u>Special Events</u>	<u>PCA or Rainforest Parties</u>
● First to Service Maintenance II	● First to Service Maintenance I
● Next to Service Maintenance I	● Next to Service Maintenance II
● Next to other bargaining unit classifications	● Next to other bargaining unit classifications

ARTICLE VI - HOLIDAY PREMIUM

1. For the purpose of the Agreement, the holidays are:

- | | |
|------------------------|---------------------|
| Martin Luther King Day | Presidents' Day |
| Veterans' Day | Easter Sunday |
| Memorial Day | Fourth of July |
| Labor Day | Columbus Day |
| Thanksgiving Day | Christmas Day |
| New Year's Day | Employee's Birthday |

One day for Teamsters Blood Bank* +

*(One full work day for Teamsters Blood Bank, eight (8) hours straight time pay for those employees actually participating in Teamsters Blood Bank Program.)

+(Any employee who is not scheduled off eight (8) hours during the Teamsters Blood Bank shall be paid double time for working the eight (8) hours.)

2. No work performed on the Holiday - Each full-time employee who is on the active payroll of the calendar week in which a holiday specified in Paragraph 1 above falls and who has been employed over thirty (30) days shall be paid at his regular full-time rate for the holiday if no work is performed by him, provided, however, that he has worked the last regularly scheduled work day before the holiday and the next regularly scheduled work day after the holiday. (When the employee's normal day off falls on the last scheduled working day before the holiday or on the next regularly scheduled working day after the holiday, or the holiday falls during a week in which he is off on vacation, he shall be required to work his regularly scheduled day before and his regularly scheduled day after the holiday). If an employee misses one of said days, but not both because of a bona fide illness or injury, said employee will be paid the holiday if a physician's certificate to support the illness or injury stated is supplied to the immediate supervisor on the first day of the employee's return to work. If the holiday is transferred to a day other than the actual holiday, the transferred day becomes the day the premium is earned. To receive the holiday premium, an employee is required to work his scheduled workday before and after the transferred holiday. If an employee has a written physician's excuse upon returning to work after any holiday, the day before and after requirement will be waived.

3. A regular full-time employee absent on vacation during the holiday week shall nevertheless receive holiday pay. If absent because of an extended illness or layoff which started

not more than thirty (30) days prior to the holiday, he shall be paid for such holiday. On the holidays when the park is closed to the public (Christmas Day and New Year's Day) all Keepers' duties will be performed by the employees scheduled for work and present on these days. Employees will not be called in for overtime on these holidays except to cover for absenteeism of scheduled employees or other unexpected situations. This does not prevent the Employer from offering overtime to complete the necessary tasks on the aforementioned (Christmas Day and New Year's Day) holiday.

4. In scheduling holiday work for Facility-Operation Department employees, the Metroparks will post the holiday staffing needs by shift for the calendar year in January. Employees within each department will have the opportunity to sign up for holiday work and resultant overtime by their Zoo-wide seniority without regard to shift. After January 31 in each department, any slots not yet filled will be awarded on a first-come basis. Additional slots added during the course of the year will initially be offered by seniority. Any slots not claimed will be filled by the least senior persons if qualified in the classification needed without regard to shift or day off. Once scheduled, an employee must work the holiday. Scheduling for all bargaining unit employees will be consistent with Attachment A.

5. Work on a Holiday - Any employee who works on a holiday specified in Paragraph 1 shall receive, in addition to the holiday pay to which he would have been entitled if he had not worked pursuant to the preceding paragraphs of this Article, double-time for the hours worked by him on the holiday if the holiday was not a scheduled work day for him in the holiday week. If the employee was scheduled to work on the holiday, he shall be paid at the rate of time and one-half his hourly rate of pay for that day, in addition to the holiday pay to which he would

have been entitled if he had not worked. Payment for holiday pay under Paragraph 2 shall be at the rate of eight (8) hours at straight-time pay, added to his earnings for the holiday week. If an employee worked on a holiday, he may elect to take a substitute day off by mutual agreement between management and the employee.

6. Blood Bank and the Employee's Birthday will be floating holidays and taken at a time mutually agreed between the supervisor and the employee. However, the employee has the option to collect one straight time day's pay in lieu of taking time off for the Employee's Birthday. If an employee cannot attend the Blood Bank Drive because of scheduling conflicts, the employee may participate in another Blood Drive to fulfill requirements for eligibility for the Blood Bank Day, but donating of blood must be certified by the organization receiving blood donation. An employee can schedule the Blood Bank and Birthday holidays as floating holidays anytime during the year. Employees will be granted the request provided there is adequate available straight time coverage. If more employees request a specific day than the Company can allow off, these days will be awarded on a seniority basis.

7. Employees wishing to observe religious holidays not included in the schedule of holidays in this Article shall be allowed, at the employee's option, to trade a holiday in order to allow for the observance of religious holidays. The employee shall give not less than one (1) months' notice to his/her immediate supervisor as to which option the employee selects.

ARTICLE VII - CLASSIFICATIONS AND WAGE RATES

1. Wage Rates

Effective February 1, 2012, all employees shall receive a wage increase of 2.85%.

Effective January 1, 2013, all employees shall receive a wage increase of 2.85%.

No less than the following minimum wage rates shall be paid to all employees covered by this Agreement.

Classification	Effective 02/01/12	Effective 01/01/13
Animal Keeper Leader	23.96	24.63
Animal Keeper	23.35	24.02
Animal Keeper/Education Assistant	23.35	24.02
Truck Driver	22.73	23.38
Mechanic Leader	24.11	24.78
Mechanic	23.50	24.17
Horticulturist Leader	23.51	24.16
Horticulturist	22.90	23.55
General Maintenance Leader	23.96	24.63
General Maintenance	23.35	24.02
Service Maintenance Leader	21.88	22.49
Service Maintenance I	19.32	19.87
Service Maintenance II	21.27	21.88
Recycling & Compost Coordinator	21.88	22.49
Grandfathered Service Maintenance	22.37	23.01
HVAC Engineer Leader	25.18	25.88
HVAC Engineer	24.57	25.27
Interactive/Electronic Technician	24.57	25.27
Life Support System Technician	24.57	25.27

Hiring Rate: For Horticulturists, General Maintenance, Service Maintenance, and Keepers, not more than \$1.50 below the job rate, with not less than 50¢ each six months to the job rate.

"A Leader does not have the authority to hire, fire, suspend, demote or discipline, and his authority is limited to assigning work, under instructions given to him by management, and reporting facts to management for its decision."

Absent retrenchment, Cleveland Metroparks will maintain the current number of lead persons for the duration of this Agreement. The number of lead persons in Animal Care shall be eight (8). When a lead is not scheduled or is absent, Zoo Management, in its discretion, may fill

the position based upon seniority and qualifications and the fill-in employee shall be paid the lead rate for all hours worked for the shift.

Service Maintenance Leader: A Service Maintenance Leader shall receive 61¢ above the Service Maintenance II rate above. Employees hired prior to October 1, 1989, promoted to Service Maintenance Leader will receive 61¢ above the Grandfathered Service Maintenance rate.

2. Longevity

An employee attaining ten (10) years of service shall receive twenty-five cents (25¢) per hour in addition to their regular rate of pay. An employee attaining twenty (20) years of service shall receive thirty cents (30¢) per hour in addition to their regular rate of pay.

3. Special Licenses Incentive Increase Program

The Cleveland Metroparks (CMP) has implemented a program which allows 507 represented employees to receive special incentive wage increases. A Committee will be established to oversee the program composed of three members of management appointed by CMP and three members of the bargaining unit appointed by 507. Additionally, both CMP's Director of Human Resources and a Representative of the 507 Executive Board will be on the Committee and will serve as co-chairpersons. The committee will make decisions by majority vote. Four members, two for 507 and two for CMP, shall constitute a quorum. The vote of absent CMP or 507 members will be divided up equally by those members of CMP or 507 present and voting such that CMP and 507 will always have the same number of votes at any meeting.

The purpose of the program is to provide special incentive wage increases to 507 bargaining unit members who obtain job-related licenses, certification and/or training on their

own time which enhances their value to CMP as employees other than the licensure for HVAC and General Maintenance referred to in Item 20 of the Addendum.

The Committee may grant special incentive wage increases as explained below.

Because the number of acceptable programs and licensures are varied, employees will submit their plans to the Committee for approval prior to beginning the program or obtaining the licensure. The Committee will review each employee's plan or program and will determine whether a special incentive increase will be granted upon successful completion. The decision of the Committee is final and not subject to arbitration or the grievance procedure. An employee who obtains a license e.g. CDL or pesticide and then gets an increase will lose the increase if he/she allows the license to lapse.

The wage increase will be 20 cents per hour, and there will be a maximum of twenty-five special incentive wage increases offered each year. No employee may qualify for a special incentive wage increase in two consecutive years.

It is understood that many issues will arise as to implementation and the governance of the program. The Committee grounded by principles of fairness and equity, as well as the purposes of the program detailed above, will make all decisions concerning implementation which will not be subject to appeal or grievance.

4. Shift Differential

Night compensation in the sum of fifty-five cents (55¢) per hour shall be paid for all work performed by employees in scheduled shifts which begin between the hours of 12:00 noon and 12:00 midnight. This shall be separate from and in addition to the employee's basic rate.

5. Shop Stewards

Shop Stewards of the Union shall receive twenty-five cents (25¢) an hour more than their current wage rates during their term of office as Shop Stewards. The privilege of stewards to leave their work during working hours without loss of pay is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused. This shall be confined to the Employer's premises.

ARTICLE VIII – VACATIONS

1. All employees who have worked for a continuous period will be entitled to vacations.

<u>Continuous Service</u>	<u>Vacation</u>	<u>Vacation Pay</u>
12 months	2 weeks/2 days	96 hours
8 years	3 weeks/3 days	144 hours
15 years	4 weeks/4 days	192 hours
20 years	5 weeks	200 hours

Vacation accumulates at the completion of each two week payroll cycle reflecting hours worked and longevity beginning with the employee's first payroll period. Employees are entitled to accrued paid vacation after completion of one year of service. After one year of employment, an employee may request vacation earned during the previous calendar year.

The Metroparks shall provide the following vacation-longevity bonus: \$7.50 per year of service for employees with ten (10) or more years of service, \$10.00 per year of service for employees with fifteen (15) or more years of service, \$12.50 per year of service for employees with twenty (20) or more years of service, and \$15.00 per year for employees with twenty-five (25) or more years of service. The bonus will be paid the first pay week of vacation taken or the first week of December to the eligible employees, whichever week the employee chooses.

2. Absences without pay, with permission of management although not affecting an employee's seniority, shall not be considered for earned vacation.

3. Vacations shall be taken throughout the year, as determined by the Zoo Director or his representative subject to the following: Choice as to time of vacation shall be made on the basis of Zoo-wide seniority for any vacation pre-selected prior to January 1st, within each of the following departmental classifications: Maintenance Days, Maintenance Nights, Service Maintenance Days, Service Maintenance Nights, Watchmen, Horticulturist, Maintenance Engineers Days, Maintenance Engineers Nights, Interactive/Electronics Technician, and Mechanics. Otherwise, vacation selections within these classifications shall be allocated on a first-come basis.

4. Animal Keeper vacation/holiday scheduling will be done by seniority. The Zoo will be divided into two (2) sections with three (3) General Relief Keepers in each section. There will be no overbooking of vacation time. Keepers will be allowed to schedule five (5) days of vacation in single day increments. All other vacation days will be scheduled in units of two (2) or more days. This schedule will take effect January 1, 2013. The following is how the sections will be divided:

Area	Number of keepers in area	Number of different jobs in area	Total vacation earned in 2012 approximate hours	Comments
AEC	8	1	1360 hours = 34 weeks	
NT	5	3	784 hours = 20 weeks	
AF/RH	5	3	832 hours = 21 weeks	
AUST	6	3	824 hours = 21 weeks	

TOTAL	24 Keepers + 3 General Relief Keepers	10	3800 hours = 95 weeks. Time earned by the 3 GRKs in the area is not included	
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Area	Number of keepers in area	Number of different jobs in area	Total vacation earned in 2012 approximate hours	Comments
P&C	6	3	872 hours = 22 weeks	
AQ	3	1	592 hours = 15 weeks	
RF	8	4	1080 hours = 27 weeks	
HOSP/COMM	5	2	824 hours = 21 weeks	
TOTAL	22 Keepers + 3 General Relief Keepers	10	3368 hours = 85 weeks. Time earned by the 3 GRKs in the area is not included	

The current General Relief Keepers will select the areas that they cover based on their Zoo seniority.

There are conferences and trainings which occur and may require time blocked out as determined by the Zoo Director; however, such conferences or trainings will not be blocked out until after the completion of the initial vacation schedule. If anyone has a special request, Zoo Associate Curators of Animals will do their best to accommodate the request so long as the appropriate straight time staffing levels are maintained. If a problem arises because of the blocking out of time, the parties will meet and work out an amenable resolution.

5. The term "employment" as used in the above Section shall mean continuous full-time service as a regular employee starting with date of commencement of such employment and extending to the end of the calendar year in which his latest annual vacation leave has been earned, provided however, that intervals of non-employment not in excess of one continuous year shall be disregarded in determination of whether or not his service was continuous.

6. Any employee who fails in any year to use all of the days of vacation leave to which he is entitled in that year may accumulate the same and use them in any subsequent year, provided, however, that such accumulation never may exceed the number of days of vacation leave to which he may have been entitled for any three years of his employment. Such accumulation shall be determined at the time such limitation on accumulation may have been reached.

7. Holidays listed in Article IV which occur during an employee's vacation leave shall not be counted as a part thereof.

8. Upon termination of his employment for whatever cause, an employee, or in the case of his death, his estate (or, in the discretion of the Employer, any member of his immediate family), shall be compensated in one sum for his unused vacation leave accumulated as above provided up to the time when such termination occurs, but in no event shall such accumulation exceed the three-year limitation above provided.

9. Every effort will be made to permit an employee to take his vacation at the time scheduled for him, in the absence of an emergency.

10. An employee must use available paid time off, not including vacation time, at the beginning of a leave of absence except for approved medical leave for a work related injury certified or ultimately approved for workers compensation.

11. Effective February 1, 2006, commencing with the 25th anniversary of full-time park-wide service with Cleveland Metroparks, employees will receive that day off with pay. If the employee desires a different day off, it may be arranged at a mutually convenient time at no overtime cost to Cleveland Metroparks.

ARTICLE IX - SICK LEAVE

1. Each employee covered by this Agreement shall be entitled to compensation at his hourly straight time rate for absence from work due to illness, injury, pregnancy, exposure to a contagious disease communicable to other employees, or the serious illness of or injury (hereinafter referred to as "compensable sick leave") to the extent and in accordance with the requirements hereinafter provided. To attend a funeral, a Cleveland Metroparks employee may be granted, based on need, a bereavement period up to a maximum of three (3) consecutive working days or five (5) days if funeral is out of state, in the event of a death in the employee's immediate family. Three (3) days, up to and including the day after the funeral (the first three (3) days of an out of state bereavement), are a paid benefit. The fourth (4th) and fifth (5th) day of an out of state bereavement period may be paid from accumulated sick or vacation time. The immediate family includes mother, father, brother, sister, step-brother, step-sister, spouse, daughter, son, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-parents, grandparents, spouse's grandparent, great-grandparents, grandchild, spouse's grandchild and legal guardian or other person who stands in the place of a

parent. Leave by reason of such death shall not be debited against compensable sick leave, up to a total of three (3) days. In the event of the death of a Cleveland Metroparks employee, the Departmental Director shall decide if department employees shall attend services during working hours.

An employee may request a working day off to attend the funeral of a person other than a member of the immediate family. Accrued sick hours may be used for this purpose. An employee may be required to confirm the reason for using this absence if requested by the employee's supervisor.

Newly-hired employees shall not be entitled to paid sick leave during the first thirty (30) days of employment, but shall accumulate sick leave credits during that thirty (30) day period. No sick leave pay shall be due for injuries sustained in outside employment.

2. The Employer reserves the right to implement policies governing the use of sick leave, including a no-fault attendance policy. The Employer will notify the Union prior to the implementation of those policies and will meet and confer with the Union regarding the policies. The Union reserves the right to file a grievance regarding the reasonableness of a newly-implemented policy.

3. Notice of absence from work for whatever cause shall be given by or on behalf of the employee to his supervisor at least one-half (½) hour before starting time.

4. Either in the case of the employee who wishes to return to work after a period of disability or who demonstrates symptoms of disability on the job, and there is a difference of opinion as to the employee's condition or state of disability, the Employer has the right to require

the employee to submit to a physical examination by a qualified doctor at the Park Board's expense.

5. Compensable sick leave may be disallowed by the employee's supervisor or by the Employer's payroll officer for failure to give prompt notice thereof or for unsatisfactory evidence thereof.

6. Compensable sick leave shall be limited to 4.6 hours per 80 hours of work, but unused compensable sick leave may be accumulated by each employee without limit. Full months worked for the purpose of compensable sick leave computation shall not be discounted for holidays listed in Article IV, vacation leave or sick leave occurring or taken therein.

7. Holidays listed in Article IV occurring within a period of compensable sick leave shall not be counted as a part thereof.

8. Any regular employee with 10 or more years of continuous employment within the Cleveland Metroparks who terminated his employment voluntarily or retires by reason of attainment of retirement age shall be compensated in one sum at his hourly straight time rate for one-fourth (¼) of his unused compensable sick leave credit accumulated up to the date of such termination or retirement. If an employee is reinstated after any such termination or retirement, he must accumulate unused compensable sick leave as if he were a new employee and on subsequent termination or retirement he shall not again receive any such compensation in one sum for any portion of his accumulated unused compensable sick leave. In the case of an employee who dies after ten (10) or more years of continuous service within Cleveland Metroparks his/her designated beneficiary, or estate, if no beneficiary has been designated, will

receive one-fourth (¼) of the compensable sick leave credit balance as calculated in this paragraph.

9. Employees may use a sick day or vacation day if the employee is unable to come to work because of inclement weather or an unforeseen local or national emergency as determined by the Metroparks management. An employee may grieve the decision of Metroparks management to Cleveland Metroparks Human Resource Director and then to Cleveland Metroparks Executive Director, whose decision shall be final and binding.

ARTICLE X - SENIORITY

1. Each employee shall have Zoo seniority equal to his length of continuous service with the Employer dating from the date of the last employment by the Employer, except any employee rehired within one year after his last termination date shall be credited with his previous amount of accumulated seniority as of his last termination date plus seniority accrued during layoff and shall continue to retain all seniority rights. Employees having six months or more service with the Company who have been laid off shall be offered employment in inverse order of lay-off for a maximum period of their seniority or one (1) year, whichever is less, after lay-off, provided work becomes available. Employees to be recalled after lay-off shall be notified in writing to his last known address to report back to work and the Company shall send a copy to the Union, in writing, at the same time. Any employee who is called back to work after lay-off and fails to report within five (5) days from the date of postmark on the envelope will lose his re-employment rights and thereafter will not have employment preference over workers who have never been employed by the Employer.

2. Seniority shall prevail in the lay-off, recall, promotion and transfer of employees provided that the factors of skill, knowledge and ability to perform the required tasks are relatively equal. This shall not prohibit the Employer from hiring a new employee for a job as keeper or such other skilled work as employees with seniority do not possess to the extent necessary to perform the duties competently.

3. In the event of a lay-off, selection of the employee for lay-off shall be based upon the time worked by him in his Seniority Classification. For the purpose of this Section, the Seniority Classifications shall consist of:

SENIORITY CLASSIFICATION A

Animal Keeper
Animal Keeper Leader

SENIORITY CLASSIFICATION B

Service Maintenance I Service Maintenance II
Service Maintenance Leader
Truck Driver Watchman
Recycling & Compost Coordinator

SENIORITY CLASSIFICATION C

Mechanic HVAC Engineer
HVAC Engineer Leader
Interactive/Electronic Technician
General Maintenance
General Maintenance Leader
Life Support System Technician

SENIORITY CLASSIFICATION D

Horticulturist
Horticulturist Leader

If an employee is laid off from his classification in accordance with the above, he shall have the right to displace another individual in another classification provided that he possesses the skill, knowledge, and ability to perform the required tasks of the position.

4. When the Employer has a regular full-time job available it will post the job and the shift and off days for a period of four (4) days, including the date of posting. Posting shall be made immediately after the management determines the job has become available, unless otherwise agreed upon between the Employer and the Union. The management may fill the temporary vacancy after conferring with the Union and the permanent vacancy will be filled as soon as practicable succeeding the posting period unless otherwise agreed to between the Union and the Employer. If the senior bidder or no bidder is selected, management will discuss the decision with the Union and the affected employees. The Employer will explain the reason for its decision, in writing, a copy of which will be given to the Union and the effected employees.

5. Employees who resign or are discharged lose all seniority and all accumulated sick leave and all benefits that may have accrued at the time of their separation. Regular full-time employees who are laid-off and are then recalled at a later date shall have the amount of unused sick leave and vacation leave accrued at the time of lay-off credited at the time of recall.

ARTICLE XI - GRIEVANCE PROCEDURE

1. A grievance by an employee as to the interpretation or application of the provision of this Agreement shall be adjusted in the following manner:

Step 1. Within five (5) days from the date of the action giving rise to the grievance, the employee and the Steward shall meet and discuss the grievance with the Curator or Superintendent, who shall attempt to settle it. The grievance shall be deemed to have been satisfactorily settled in Step 1 unless, within ten (10) calendar days from the date of the action giving rise to the grievance, the employee and/or the Shop Steward present a written statement of the grievance or complaint to the Department of Human Resources.*

Step 2. Within seven (7) days of receiving a written complaint or grievance, the Employer shall in writing, by mail, notify the Union office and give a copy to the Steward as to the disposition of such complaint or grievance. If the Union disagrees with the disposition, it shall promptly request a meeting with the

Metroparks Zoo Committee. Upon such request, a meeting shall be held within fourteen (14) calendar days thereof between the employee, the Steward and the representatives of the Union and the Cleveland Metroparks Zoo Review Committee which shall be co-chaired by the Director of Human Resources and Zoo Director. The Review Committee shall issue a decision within seven (7) calendar days thereafter.

Disciplinary Suspensions or Terminations: Disciplinary suspensions or terminations shall be appealed directly to Step 2 within seven (7) calendar days from the date of the action giving rise to the grievance.

Step 3. In the event the grievance is not settled or otherwise adjusted in the above grievance meeting, the Union shall have the right to submit the grievance to arbitration by notifying the Employer within twenty (20) calendar days from the date of the Step 2 decision. Within thirty (30) calendar days of the notification of the Union's intent to arbitrate, the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the arbitrator shall then be selected by the alternate-strike method. The arbitrator shall not have authority to add to or detract from the express provisions of this Agreement and his authority shall be limited to interpreting such provisions of this Agreement, and determining whether they have been properly applied. The fee and expenses of the arbitrator shall be shared equally by the Employer and the Union. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees. It is agreed that during such proceedings there shall be no lockouts, strikes or stoppages of work.

The procedure set forth in this Article shall be the exclusive method of redressing grievances between the parties, and decisions of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer and the employees. It is clearly understood that at any stage in this grievance procedure, the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further, if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement, or (2) has been settled or adjusted in a fair and equitable manner.

Any grievance not filed or processed by the employee or the Union within the timeframes identified above shall be irrevocably waived.

*(For internal union-processing purposes only, in event of the unavailability of a Shop Steward a member may file his or her grievance or complaint at the Union Office, 5425 Warner Road, Unit 7, Cleveland, Ohio 44125, during regular business hours.)

ARTICLE XII - DISCIPLINE

1. Reprimands will be voided after a period of eighteen (18) months and for reprimands regarding harassment in the workplace after a period of thirty-six (36) months, provided the employee has not received any reprimands during that period.

2. The Employer shall promptly send to the Union a copy of any written reprimand placed in an employee's file and of any memorandum placed in an employee's file with respect to an oral reprimand.

3. Progressive Discipline. The management subscribes to the principal of progressive discipline for minor offenses, as follows:

1. Oral reprimand,
2. Written reprimand,
3. Up to 3-day suspension without pay,
4. Up to 5-day suspension without pay,
5. Discharge.

ARTICLE XIII - HOSPITALIZATION - (HEALTH CARE)

A. The Employer will provide health benefit plans as recommended by the Benefit Study Team approved by the Board of Park Commissioners.

B. For the remainder of 2012, The Employer agrees to pay monthly premiums for group medical benefits for full-time employees and their eligible dependents to the maximum amounts and obligations as follows:

The Employer's caps on monthly premium payments are \$425 for single coverage and \$1,000 for family coverage. The Employer will pay the entire cost of a medical hospitalization program similar to the "base plan" that is detailed in the Letter of Understanding attached to this Agreement. Employees who desire to retain coverage under the premium plan will pay the difference between monthly premium of that plan and the caps listed above to a maximum of seventy dollars (\$70.00) monthly for family coverage and thirty-five dollars (\$35.00) for single coverage. Any modification to the premium plan in calendar year 2012 will be subject to approval by the Union.

For calendar year 2012 employees opting for Kaiser coverage will be subject to the monthly caps detailed above for the premium plan.

C. Effective in calendar year 2013, employees shall contribute on a monthly basis to the cost of Metroparks' monthly premiums for hospitalization, prescription drugs, dental and vision coverage as follows:

Plan A – 15%

Plan B – 10%

Kaiser – 15%

If the Benefit Study Team determines that it is not cost efficient or there are not enough enrollees to continue Kaiser, it may be dropped.

D. The parties agree that a Benefit Study Team will be operative during the term of the Agreement. A Benefit Study Team member(s) will be in the approximate proportion to the ratio of the employees he (they) represent. The groups represented and the number of representatives are shown below. Each Union will select their representative(s).

Rangers (FOP/OLC)	1 member
Ranger Sergeants (FOP/OLC)	1 member
Zoo Animal Keepers/Maintenance (Teamsters)	2 members
Park Maintenance (CMEA)	3 members
Non-Union	4 members

E. A representative of Cleveland Metroparks Department of Human Resources will serve as an advisor and facilitator.

F. The Benefit Study Team may recommend plan design changes that it believes to be in the best interest of the participants. Any recommended changes in benefit levels affecting employees in Teamsters Local 507 bargaining unit must be voluntarily agreed upon by Cleveland Metroparks and Teamsters Local 507 prior to any implementation.

G. The goal of the Benefit Study Team is to reach a consensus recommendation. However, if a consensus recommendation cannot be reached, a vote will be conducted and a recommendation supported by the majority will be recommended. Changes recommended must be approved by the Executive Director-Secretary and the Board of Park Commissioners. If the recommendation from the Benefit Study Team is not approved, it will be returned to the Benefit Study Team for further review. The Benefit Study Team will then submit new recommendations until a recommendation is approved by the Executive Director-Secretary and the Board of Park

Commissioners. These approved recommended changes, if any, will be implemented each January 1. Nothing in this provision gives the Benefits Study Team the authority to make changes to benefits that would change or reduce the current level of benefits except where provided in section B and E above.

H. Cleveland Metroparks will advise Union officials thirty (30) days prior to implementing any changes. It is agreed that any changes will not require approval of the Union or the Union membership during the life of the Agreement.

I. Cleveland Metroparks will provide a \$15,000 life insurance policy for the term of this Agreement.

J. Cleveland Metroparks will pay the following expenses separate from the Health and Welfare caps listed above.

1. Insurance consultant fees;
2. Cost of 3rd party flexible spending account administration;
3. Long term disability premiums, and
4. Life insurance premiums (paragraph I)

ARTICLE XIV - PENSIONS

The parties recognize the obligation of the Employer and of the employees covered by this Agreement to be covered under the Public Employees Retirement System of Ohio, and the Employer agrees to make all contributions required of it by law to the PERS.

ARTICLE XV – UNIFORMS

The Employer will supply uniforms of its choice to all regular full-time employees, which uniforms are to be worn only on its premises (“premises” includes travel to and from work and any travel during work hours). Cleveland Metroparks will continue its current program of providing employees the opportunity to use a minimum of two hundred fifty (250) points toward obtaining uniforms as needed each year. Effective January 1, 2013, employees are required to demonstrate the need for any replacement clothing and shall turn in the replaced clothing.

ARTICLE XVI - NO STOPPAGES OF OPERATIONS

There shall be no strike, slowdowns or lockouts during the term of this Agreement. Arbitration or negotiations shall be the sole method of settling disputes.

ARTICLE XVII – DRUG/ALCOHOL TESTING

Section 1. Policy Statement

Both the Union and the Cleveland Metroparks recognize illegal drug usage and workplace alcohol abuse/misuse to be both a threat to the public safety and welfare and to the employees of the Metroparks Zoo. Thus, the Cleveland Metroparks will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy as hereinafter set forth is education, prevention and rehabilitation.

Section 2. Definitions

(a) The term “drug” includes any controlled substances as defined in the Ohio Revised Code.

(b) The term "illegal drug usage" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

(c) The term "drug test" means a urinalysis test consisting of an initial screening and step and confirmation step employing the gas chromatograph/mass spectrometry (GC/MS) utilizing urine samples collected according to a chain of custody procedure consistent with the U.S. Department of Transportation ("DOT") regulations.

(d) The term "misuse of alcohol" means the non-work related use, or possession of ethyl, methyl, or isopropyl alcohol in the workplace, or testing positive (as defined in paragraph € for the presence of alcohol in an employee's system while at work).

(e) The term "alcohol test" means a test selected and certified under Federal Standards. An initial positive level of .04 grams per 210L of breath shall be considered positive for purposes of authorizing a confirming alcohol test (if this .04 level is reduced per the Department of Transportation regulations, the reduced level will be applied). If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the member's personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.

(f) "Voluntary participation in a Dependency program" means in the absence of a positive test result or a request to take a drug/alcohol test, an employee seeks the professional assistance of a treatment program supervised by the Human Resources Director and members of the Employee Assistance Program and/or covered by the employee's insurance plan.

Section 3. Notice and Education of Employees Regarding Drug/Alcohol Testing

All employees will be informed of the Metroparks drug/alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive for illegal drug use and/or alcohol misuse. All new employees will be provided with this information when initially hired.

Section 4. Basis for Ordering an Employee to be Tested for Drug/Alcohol Abuse

Employees may be tested for drug/alcohol abuse/misuse during working hours under any of the following conditions:

(a) Reasonable Cause Testing

When a supervisor has reasonable grounds to believe that any employee is using or is under the influence of alcohol or controlled substances, the employee in question may be requested to submit to a drug and/or alcohol test.

Reasonable suspicion to request a drug and/or alcohol test is based on a totality of circumstances that may include, but are not limited to:

- (1) Abnormal conduct or aberrant behavior;
- (2) Observed difficulty or unusual speech, concentration, movement or the behavior characteristic symptomatic of controlled substance abuse; and/or
- (3) The smell of alcohol on the employee's breath.

A supervisor ordering an employee to take a drug/alcohol test shall give the Human Resource Director, in writing, his/her "reasonable suspicion" reasons for ordering the test. A copy of the "reasonable suspicion" reasons will be provided to the employee upon request.

(b) Prior to a return to duty after participation in a substance abuse rehabilitation program, regardless of the duration of the program or the basis for referral, the employee shall be required to undergo three (3) urine tests within the one-year period starting with the date of return to duty.

(c) Post-Accident Testing. Drug and/or alcohol testing may be ordered when an employee causes a workplace incident resulting in significant property damage or injury to the employee, another person or an animal, requiring medical attention.

(d) Random Testing. Cleveland Metroparks may implement a random drug/alcohol program for all employees occupying safety sensitive positions. The following conditions and procedures shall apply:

- (1) Safety sensitive employees hired after August 12, 2009 shall be eligible for the random testing.

- (2) The selection procedure will be generated by a secured computer selection process conducted by the testing organization. The testing organization will notify the Manager of Human Resources Administration of the random selections and will coordinate the test scheduling of the selected employees.
- (3) Random selection shall be defined as a method of selection in which each and every member of the pool force, regardless of position or assignment, has an equal chance to be selected for drug testing each and every time a selection is conducted. Every quarter on a day selected by the testing organization, ten percent (10%) (rounded to the nearest whole number) of the eligible employees will be drug/alcohol tested on a random selection basis.
- (4) Employees on vacation or other such leaves when they are selected for random testing will have their tests delayed to a time selected by the Manager of Human Resources Administration.

Section 5. Urine Samples.

Prior to testing, the employee will be provided by personnel at the testing location with a "Consent to Urinalysis Test and Authorization for Release of Medical Information." The form will notify the employee that the results of the drug/alcohol test can result in termination from employment, and that it will not be used in connection with any criminal investigation or prosecution of the employee. If the employee will fail or refuse to execute the form, he/she will not be tested. Such failure or refusal, however, will be deemed to be a failure or refusal to

submit to a duly authorized drug test and will constitute a disobedience to an order and will subject the employee to disciplinary action, which could include dismissal.

Specimen collection will occur in a medical setting and conform to DOT regulations. The procedures should not knowingly demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee will complete a form indicating the use of all drugs currently being taken.

The employee designated to give a sample must show a Metroparks ID card or driver's license, or similar identification, prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure that the results match the employee tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

Upon request, an employee shall be entitled to the presence of a union representative before testing is administered.

Section 6. Testing Procedure.

The laboratory selected by the Cleveland Metroparks to conduct the analysis must be a professionally qualified laboratory. A five (5) panel drug test shall be used. The testing or processing phase shall consist of a two-step procedure: (i) initial screening step and (ii) confirmation step. The urine sample is first testing using a screening procedure (EMIT or an equivalent test). For a specimen testing positive, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test (or an equivalent test) will be used. An initial

positive report will not be considered positive; rather it will be classified as confirmation pending. Samples of negative specimens will not be kept. A positive tested specimen will be retained by the medical provider for a period of one year for use by the employee, in the event he/she should elect to challenge a positive test result by means of independent testing of the specimen at the employee's expense. If that test should prove negative, Cleveland Metroparks shall reimburse the employee for the reasonable cost of such retesting. This reimbursement shall be in addition to any other remedy awarded by an Arbitrator or through the grievance procedure if an employee is found to have been improperly disciplined.

If a positive drug test was dilute, it will be treated as a positive test. If a negative drug test is dilute, the employee may be directed to take another test immediately under direct observation.

Section 7. Disciplinary Action

(a) Cleveland Metroparks believes that it is desirable to rehabilitate employees suffering from substance or alcohol abuse. Towards that end, Cleveland Metroparks will continue its policy that employees who test positive for the presence of drug and/or alcohol will, in the absence of circumstances where there has been serious harm to Cleveland Metroparks, its personnel, vendors or the public, or a violation of law, not be terminated but will be provided with one last chance to be a dependable employee. As a condition of continued employment, the employee must sign a last chance agreement require (1) participation in and satisfactory completion from a drug and alcohol rehabilitation program; (2) no further violation of Cleveland Metroparks' drug policy and/or positive tests; (3) random drug and alcohol testing at the direction of

Cleveland Metroparks for one (1) year; and (4) acknowledgement that violation of the last chance agreement will result in termination.

(b) Refusal to submit to a drug/alcohol test, or adulteration of, or switching a sample, shall be grounds for dismissal.

Section 8. Right to Appeal.

An employee disciplined as a result of a drug test has the right to challenge such discipline through the grievance procedure.

Section 9. Voluntary Participation in A Dependency Program.

Employees in need of assistance in dealing with a personal drug and/or alcohol problem are encouraged to voluntarily seek professional assistance through the Employee Assistance Program and/or other acceptable treatment programs. Voluntary assistance should be sought BEFORE drug and/or alcohol abuse affects job performance or endangers fellow employees or members of the public.

The Director of Human Resources or his/her designee shall be advised when an employee is hospitalized or is an outpatient as part of drug dependency rehabilitation. Also, upon written request of the employee, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

Section 10. Illegal drug use or alcohol misuse or participation in any substance abuse dependency or rehabilitation program will not preclude disciplinary action against employees for any rule violation or unsatisfactory work performance even though such rule violation or performance may have been connected in part with drug/alcohol abuse, and/or even if the rehabilitation program is voluntarily undertaken.

Section 11. Procedures Regarding Prescription Medications and Safety Sensitive Employees.

If an employee is prescribed a drug or controlled substance with potential behavior influencing or mind-altering characteristics by a physician, podiatrist, dentist, or other medical professional licensed to prescribe, administer or dispense, the below procedures will be followed:

At the time a prescription has been written, it is incumbent on the employee to make inquiry of the physician as to the possible side effects as they relate to the employee's ability to perform the essential functions of his/her job. If it is indicated that ingesting the prescription prior to reporting for duty or during working hours may negatively affect the ability to perform the essential functions of the safety sensitive employee's job, same should be reflected in writing by the physician.

The documentation should indicate:

(a) Whether timely ingestion (i.e., if medication must be taken once a day, taking it after the tour of duty) would mitigate the effects of the drug and allow the employee to remain at full duty; or

(b) Whether (in short term situations) the employee should be placed on limited duty during the period of drug therapy (i.e., prescribed strong analgesic medication following oral surgery, etc.).

If the medication is intended as a long-term therapy, and has the potential to affect the ability to perform essential functions, the employee will not be deemed fit for duty unless the treating physician indicates he/she is being closely monitored and the medication is not impairing their judgment, cognitive abilities, reaction time, driving skills, or performance abilities.

The Zoo Director or his designee will review instances covered in this section and will, if a question exists as to an employee's ability to perform the essential functions of their position, consult with a physician, then render a determination.

The Zoo Director may, on a case-by-case basis, as a condition of employment, with the advice of a physician, require a closer or more frequent monitoring of an employee on certain long-term medication therapy, i.e., psychotropic drugs.

ARTICLE XVIII - TERMINATION

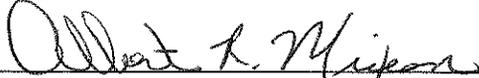
This Agreement shall be and remain in full force and effect from the date of ratification (October 11, 2012), through December 31, 2013, inclusive, and thereafter from year to year; provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination at least sixty (60) days before such expiration date; and provided that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement (the terms of which shall be retroactive to such expiration date) has been negotiated and signed or until either party gives the other seven (7) days written notice of termination.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Cleveland,

Ohio, the 20th day of ~~November~~ ^{December} 2012.

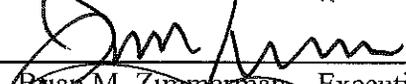
ratified 10/11/12

TEAMSTERS LOCAL UNION NO. 507

By: 
Albert R. Nixon - Secretary/Treasurer

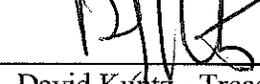
By: 
Carl Pecoraro - President

CLEVELAND METROPOLITAN PARK SYSTEM

By: 
Bryan M. Zimmerman - Executive Director - Secretary

By: 
Rosalina M. Fini - Law Director
(subject to board approval)

I hereby certify that there are funds of the Board of Park Commissioners of the Cleveland Metropolitan Park District in the amount of this estimate not appropriated for any other purpose.

By: 
David Kuntz - Treasurer

ADDENDUM

1. Present practices with respect to overtime payments to Relief Keepers shall be continued in effect, relative to time worked while substituting for a regular Keeper who is absent due to vacation, illness, etc. If a Relief Keeper is called into work that constitutes overtime, he will be paid one and one-half (1½) times his hourly rate. However, regular Keepers who are at work during the week involved will be given preference for overtime work in their respective areas when they are available.

2. The Employer will schedule Keepers so that three (3) men will normally be scheduled in "Northern Trek". The Company shall assign no less than 2 Elephant Keepers to the "African Elephant Crossing" area daily.

3. When work is performed on Zoo property by persons other than employees covered by this Agreement, the management will advise the Union of the nature and extent of work. Zoo management will comply with this provision by advance notification. It is the intention of the parties that Metroparks will not contract out work that has been traditionally performed in house provided that it can be performed in a timely efficient fashion with available bargaining unit employees. This provision is not intended to diminish or expand the nature and scope of projects that are subject to being self-performed and/or contracted out. Present "Volunteer" procedures will not be affected, for example, Boy Scouts, Girl Scouts, Docents. There shall be no change in the present practices regarding volunteers and docents. The Employer agrees to meet with Union prior to establishing the staffing of the African Elephant Crossing Area.

4. Work on Thanksgiving Day by animal care staff will be performed with two (2) shifts of five (5) hours or less. This is with the understanding that if an employee(s) is absent, other scheduled employees will pitch in to complete the duties of the day. This does not prevent the Employer from offering overtime to complete the necessary tasks on the holiday.

5. Maintenance – A Union Steward will be on the Safety Committee.

6. First-aid kits will be supplied in each area. Employees must cooperate in making sure that they are not misused or missing. Both supervisors and employees will periodically check to see that the kits are being properly maintained.

7. Pronouns - Wherever the male pronoun is used herein it shall be deemed to include the female pronoun.

8. Job Bidding - Any test for a bargaining unit position will be given in the presence of a Union Steward and management representative and will be job related.

9. Employees assigned to work on Christmas Day and/or New Year's Day will work at least two hours or until their work is completed, and will be paid for eight hours at straight-time, plus the eight hours holiday pay under Article IV.

10. No interns will be called in to cover for a regular assigned employee unless all available qualified employees decline the assignment.

A participant in any intern program will be offered overtime only after all other available qualified regular full-time employees.

11. In a circumstance where the Employer improperly assigns overtime to an employee, the Employer agrees to provide an equivalent number of overtime hours to the proper employee at a mutually acceptable time.

12. If during the duration of the parties' Collective Bargaining Agreement, the Cleveland Metroparks enters into a Collective Bargaining Agreement with other Unions, other than those Metroparks bargaining units that reached a settlement through the process known as "conciliation" under O.R.C. 4117, that provide a total wage package (percentage wage increase and health care insurance) financially more favorable than the instant Agreement, Cleveland Metroparks will, upon written request of Local 507, provide its bargaining unit with the same package.

13. Cleveland Metroparks will continue the current tuition reimbursement program for the term of the Collective Bargaining Agreement, except that if the Cleveland Metroparks makes changes on a park-wide basis, it will notify the Union and discuss the changes which will not be implemented for at least ninety (90) days.

14. It is agreed that Cleveland Metroparks may employ Interns, including the Minority Program, in any of the classifications covered by this Agreement after providing written notice to the Union. The purpose of such internship must be educational as part of the individual's formal training to prepare for a zoological vocation. The position shall be temporary and cannot extend beyond a term of one year. During that period any incumbent shall be fully covered by all applicable provisions of the parties' Collective Bargaining Agreement. At the end of the term of the internship, Cleveland Metroparks shall have no further obligations to the intern, contractual or otherwise. If at the end of their term of the internship, Cleveland Metroparks, in its discretion, shall decide to offer the individual a regular full-time position, the individual will be accorded service credit for the period of the internship. Such vacancy shall be posted for bid. This letter does not preclude the employment of Traditional Seasonal Interns. It

is agreed that consideration may be given to extending the employment of a Diversity Improvement participant beyond one-year, but no longer than eighteen (18) months should there be an identified potential employment opportunity available in Service Maintenance due to staff attrition or due to the need to continue cross training that is in progress. In either case, the Union would be notified in writing of any request to extend a Diversity Improvement participation in the program and a mutually agreed upon extension period would be established. When a Diversity Improvement participant is hired in Service Maintenance, a cross training opportunity will be posted and offered to an employee on the night shift of the Service Maintenance staff. If the Service Maintenance department is not fully staffed at the time the Diversity Improvement participant is hired, the Metroparks will offer the cross training opportunity as soon as any open positions are filled.

15. HVAC and General Maintenance employees who possess and maintain state electrical, plumbing, HVAC, hydronics or refrigeration contractors will receive a premium of 60¢/hour as well as welders who maintain and obtain all of the following certifications: Tig Pipe; 5G & 6G A.S.M.E. Pipe; Vertical and Pipe Welding; and 3GUP. Training must be done on the employee's time and payment for training will be made upon successful attainment of the license. Once such license has been obtained, continuation classes required to renew the contractor's license may be taken on park time.

16. The Cleveland Metroparks Handbook shall take precedent over any benefits or terms and conditions of employment not covered under this Agreement. The Metroparks agrees to notify the Union of any changes to the handbook in writing and agrees to meet with the Union to discuss those changes upon written request.

17. Employees may request the use of accrued holiday or vacation time to attend the annual Teamsters Christmas party. Management will grant requests based on its operational need.

ATTACHMENT A – HOLIDAY PAY

ANIMAL CARE

HOLIDAY	HOLIDAY PAY	OT PAY IF WORK SCHEDULED DAY	OT PAY IF WORK ON DAY OFF
New Year's Day Christmas Day	Time off w/10 hours holiday pay, OR 10 hours holiday pay if day off	10 hours holiday pay + time-and-a-half for up to 10 hours worked; Double time for hours worked over 10	10 hours holiday pay + double time for hours worked
MLK President's Day Easter Columbus Day Veterans' Day	Time off w/10 hours holiday pay, OR 10 hours holiday pay if day off	10 hours holiday pay + time-and-a-half for hours work; Double time for hours worked over 10	10 hours holiday pay + double time for hours worked
Memorial Day Independence Day Labor Day	Time off w/10 hours holiday pay, OR 10 hours holiday pay if day off	10 hours holiday pay + time-and-a-half for up to 10 hours worked; Double time for hours worked over 10	10 hours holiday pay + double time for hours worked
Thanksgiving	Time off w/10 hours holiday pay, OR 10 hours holiday pay if day off	10 hours holiday pay + time-and-a-half for up to 10 hours worked; Double time for hours worked over 10	10 hours holiday pay + double time for hours worked
Blood Bank*	10 hours off with pay at a mutually agreed time	N/A	N/A
Birthday	10 hours off with pay at a mutually agreed time. If birthday is not used, 10 hours straight pay is given in lieu of time off	N/A	N/A
25 Year Anniversary Day	8 hours holiday time off. Need to use 2 hours vacation to get full 10 hours	N/A	N/A

*Employees need to attend the Teamsters blood bank or provide documentation that they attended a blood bank in order to receive the holiday.

Blood Bank, Thanksgiving, Christmas and New Year's cannot be give-back holidays.

For holidays, all keepers work their normal assigned days.

The foregoing shift starting times are subject to change in accordance with Article IV:8.

HORTICULTURE

HOLIDAY	HOLIDAY PAY	OT PAY IF WORK SCHEDULED DAY	OT PAY IF WORK ON DAY OFF
New Year's Day Christmas Day	1) Scheduled Day: 10 hours off w/holiday pay 2) <u>Unscheduled Day: 10 hours holiday pay</u> 3) Or another mutually agreed day off	N/A	N/A
MLK President's Day Easter Columbus Day Veterans' Day Memorial Day Independence Day Labor Day	1) Scheduled Day: 10 hours off w/holiday pay 2) <u>Unscheduled Day: 10 hours holiday pay</u> 3) Or another mutually agreed day off	10 hours holiday pay + time-and-a-half for hours worked	10 hours holiday pay + double time for hours worked
Thanksgiving	1) Scheduled Day: 10 hours off w/holiday pay 2) <u>Unscheduled Day: 10 hours holiday pay</u> 3) Or another mutually agreed day off	10 hours holiday pay + time-and-a-half for hours worked	10 hours holiday pay + double time for hours worked
Blood Bank*	10 hours off with pay at a mutually agreed time	N/A	N/A
Birthday	10 hours off with pay at a mutually agreed time. If birthday is not used, 10 hours straight pay is given in lieu of time off	N/A	N/A
25 Year Anniversary Day	8 hours holiday time off. Need to use 2 hours vacation to get full 10 hours	N/A	N/A

*Employees need to attend the Teamsters blood bank or provide documentation that they attended a blood bank in order to receive the holiday.

Blood Bank, Thanksgiving, Christmas and New Year's cannot be give-back holidays.

All employees are scheduled off for all holidays. Coverage is filled by seniority, unless there is enough give-back coverage.

If a person gives back a holiday, then they work their regular shift.

The foregoing shift starting times are subject to change in accordance with Article IV:8.

GENERAL MAINTENANCE

HOLIDAY	HOLIDAY PAY	OT PAY IF WORK SCHEDULED DAY	OT PAY IF WORK ON DAY OFF
New Year's Day Christmas Day	1) Scheduled Day: 8 or 10 hrs off w/holiday pay 2) Unscheduled Day: 8 or 10 hrs holiday pay 3) Or another mutually agreed day off	N/A	N/A
MLK President's Day Easter Columbus Day Veterans' Day Memorial Day Independence Day Labor Day	1) Scheduled Day: 8 or 10 hrs off w/holiday pay 2) Unscheduled Day: 8 or 10 hrs holiday pay 3) Or another mutually agreed day off	8 or 10 hours holiday pay + time-and-a-half for hours worked	8 or 10 hours holiday pay + double time for hours worked
Thanksgiving	1) Scheduled Day: 8 or 10 hrs off w/holiday pay 2) Unscheduled Day: 8 or 10 hrs holiday pay 3) Or another mutually agreed day off	8 or 10 hours holiday pay + time-and-a-half for hours worked	8 or 10 hours holiday pay + double time for hours worked
Blood Bank*	8 or 10 hrs off with pay at a mutually agreed time	N/A	N/A
Birthday	8 or 10 hrs off with pay at a mutually agreed time. If birthday is not used, 8 or 10 hours straight pay is given in lieu of time off	N/A	N/A
25 Year Anniversary Day	8 hours holiday time off. Need to use 2 hours vacation to get full 10 hours	N/A	N/A

*Employees need to attend the Teamsters blood bank or provide documentation that they attended a blood bank in order to receive the holiday.

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All employees are scheduled off for all holidays. Coverage is filled by seniority, unless there is enough give-back coverage.

If a person gives back a holiday, then they work their regular shift.

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HVAC

HOLIDAY	HOLIDAY PAY	OT PAY IF WORK SCHEDULED DAY	OT PAY IF WORK ON DAY OFF
New Year's Day Christmas Day	1) Scheduled Day: 10 hrs off w/holiday pay 2) Unscheduled Day: 10 hrs holiday pay 3) Or another mutually agreed day off	10 hrs holiday pay + time-and-a-half for up to 10 hours worked; Double time for hours worked over 10	10 hours holiday pay + 10 hours double time 10 hours holiday pay + double time for hours worked
MLK President's Day Easter Columbus Day Veterans' Day Memorial Day Independence Day Labor Day	1) Scheduled Day: 10 hrs off w/holiday pay 2) Unscheduled Day: 10 hrs holiday pay 3) Or another mutually agreed day off	10 hours holiday pay + time-and-a-half for hours worked; Double time for hours worked over 10	10 hours holiday pay + double time for hours worked
Thanksgiving	1) Scheduled Day: 10 hrs off w/holiday pay 2) Unscheduled Day: 10 hrs holiday pay 3) Or another mutually agreed day off	10 hours holiday pay + time-and-a-half for hours worked; Double time for hours worked over 10	10 hours holiday pay + double time for hours worked
Blood Bank*	10 hrs off with pay at a mutually agreed time	N/A	N/A
Birthday	10 hrs off with pay at a mutually agreed time. If birthday is not used, 10 hours straight pay is given in lieu of time off	N/A	N/A
25 Year Anniversary Day	8 hours holiday time off. Need to use 2 hours vacation to get full 10 hours	N/A	N/A

*Employees need to attend the Teamsters blood bank or provide documentation that they attended a blood bank in order to receive the holiday.

Blood Bank, Christmas and New Year's cannot be give-back holidays.

All employees are scheduled off for all holidays. Coverage is filled by seniority, unless there is enough give-back coverage.

If a person gives back a holiday, then they work their regular shift.

The foregoing shift starting times are subject to change in accordance with Article IV:8.

SERVICE MAINTENANCE - DAYS

HOLIDAY	HOLIDAY PAY	OT PAY IF WORK SCHEDULED DAY	OT PAY IF WORK ON DAY OFF
New Year's Day Christmas Day	1) Scheduled Day: 8 or 10 hrs off w/holiday pay 2) Unscheduled Day: 8 or 10 hrs holiday pay 3) Or another mutually agreed day off	N/A	N/A
MLK President's Day Easter Columbus Day Veterans' Day Memorial Day Independence Day Labor Day	1) Scheduled Day: 8 or 10 hrs off w/holiday pay 2) Unscheduled Day: 8 or 10 hrs holiday pay 3) Or another mutually agreed day off	8 or 10 hours holiday pay + time-and-a-half for hours worked	8 or 10 hours holiday pay + double time for hours worked
Thanksgiving	1) Scheduled Day: 8 or 10 hrs off w/holiday pay 2) Unscheduled Day: 8 or 10 hrs holiday pay 3) Or another mutually agreed day off	8 or 10 hours holiday pay + time-and-a-half for hours worked	8 or 10 hours holiday pay + double time for hours worked
Blood Bank*	8 or 10 hrs off with pay at a mutually agreed time	N/A	N/A
Birthday	8 or 10 hrs off with pay at a mutually agreed time. If birthday is not used, 8 or 10 hours straight pay is given in lieu of time off	N/A	N/A
25 Year Anniversary Day	8 hours holiday time off. Need to use 2 hours vacation to get full 10 hours	N/A	N/A

*Employees need to attend the Teamsters blood bank or provide documentation that they attended a blood bank in order to receive the holiday.

Blood Bank, Christmas and New Year's cannot be give-back holidays.

All employees are scheduled off for all holidays. Coverage is filled by seniority, unless there is enough give-back coverage.

If a person gives back a holiday, then they work their regular shift.

The foregoing shift starting times are subject to change in accordance with Article IV:8.

SERVICE MAINTENANCE - NIGHTS

HOLIDAY	HOLIDAY PAY	OT PAY IF WORK SCHEDULED DAY	OT PAY IF WORK ON DAY OFF
New Year's Day Christmas Day	1) Scheduled Day: 8 or 10 hrs off w/holiday pay 2) Unscheduled Day: 8 or 10 hrs holiday pay 3) Or another mutually agreed day off	N/A	N/A
MLK President's Day Easter Columbus Day Veterans' Day Memorial Day Independence Day Labor Day	1) Scheduled Day: 8 or 10 hrs off w/holiday pay 2) Unscheduled Day: 8 or 10 hrs holiday pay 3) Or another mutually agreed day off	8 or 10 hours holiday pay + time-and-a-half for hours worked	8 or 10 hours holiday pay + double time for hours worked
Thanksgiving	1) Scheduled Day: 8 or 10 hrs off w/holiday pay 2) Unscheduled Day: 8 or 10 hrs holiday pay 3) Or another mutually agreed day off	8 or 10 hours holiday pay + time-and-a-half for hours worked	8 or 10 hours holiday pay + double time for hours worked
Blood Bank*	8 or 10 hrs off with pay at a mutually agreed time	N/A	N/A
Birthday	8 or 10 hrs off with pay at a mutually agreed time. If birthday is not used, 8 or 10 hours straight pay is given in lieu of time off	N/A	N/A
25 Year Anniversary Day	8 hours holiday time off. Need to use 2 hours vacation to get full 10 hours	N/A	N/A

*Employees need to attend the Teamsters blood bank or provide documentation that they attended a blood bank in order to receive the holiday.

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If a person gives back a holiday, then they work their regular shift.

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MECHANICS

HOLIDAY	HOLIDAY PAY	OT PAY IF WORK SCHEDULED DAY	OT PAY IF WORK ON DAY OFF
New Year's Day Christmas Day	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 hrs holiday pay 3) Or another mutually agreed day off	N/A	N/A
MLK President's Day Easter Columbus Day Veterans' Day Memorial Day Independence Day Labor Day	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 10 hrs holiday pay 3) Or another mutually agreed day off	8 hours holiday pay + time-and-a-half for hours worked	8 hours holiday pay + double time for hours worked
Thanksgiving	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 hrs holiday pay 3) Or another mutually agreed day off	8 hours holiday pay + time-and-a-half for hours worked	8 hours holiday pay + double time for hours worked
Blood Bank*	8 hrs off with pay at a mutually agreed time	N/A	N/A
Birthday	8 hrs off with pay at a mutually agreed time. If birthday is not used, 8 hours straight pay is given in lieu of time off	N/A	N/A
25 Year Anniversary Day	8 hours holiday time off.	N/A	N/A

*Employees need to attend the Teamsters blood bank or provide documentation that they attended a blood bank in order to receive the holiday.

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INTERACTIVE ELECTRONICS TECHNICIAN

HOLIDAY	HOLIDAY PAY	OT PAY IF WORK SCHEDULED DAY	OT PAY IF WORK ON DAY OFF
New Year's Day Christmas Day	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 hrs holiday pay 3) Or another mutually agreed day off	N/A	N/A
MLK President's Day Easter Columbus Day Veterans' Day Memorial Day Independence Day Labor Day	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 hrs holiday pay 3) Or another mutually agreed day off	8 hours holiday pay + time-and-a-half for hours worked	8 hours holiday pay + double time for hours worked
Thanksgiving	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 hrs holiday pay 3) Or another mutually agreed day off	8 hours holiday pay + time-and-a-half for hours worked	8 hours holiday pay + double time for hours worked
Blood Bank*	8 hrs off with pay at a mutually agreed time	N/A	N/A
Birthday	8 hrs off with pay at a mutually agreed time. If birthday is not used, 8 hours straight pay is given in lieu of time off	N/A	N/A
25 Year Anniversary Day	8 hours holiday time off.	N/A	N/A

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TRUCK DRIVER

HOLIDAY	HOLIDAY PAY	OT PAY IF WORK SCHEDULED DAY	OT PAY IF WORK ON DAY OFF
New Year's Day Christmas Day	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 hrs holiday pay 3) Or another mutually agreed day off	N/A	N/A
MLK President's Day Easter Columbus Day Veterans' Day Memorial Day Independence Day Labor Day	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 10 hrs holiday pay 3) Or another mutually agreed day off	8 hours holiday pay + time-and-a-half for hours worked	8 hours holiday pay + double time for hours worked
Thanksgiving	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 hrs holiday pay 3) Or another mutually agreed day off	8 hours holiday pay + time-and-a-half for hours worked	8 hours holiday pay + double time for hours worked
Blood Bank*	8 hrs off with pay at a mutually agreed time	N/A	N/A
Birthday	8 hrs off with pay at a mutually agreed time. If birthday is not used, 8 hours straight pay is given in lieu of time off	N/A	N/A
25 Year Anniversary Day	8 hours holiday time off.	N/A	N/A

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All employees are scheduled off for all holidays.

The foregoing shift starting times are subject to change in accordance with Article IV:8.

RECYCLING COORDINATOR

HOLIDAY	HOLIDAY PAY	OT PAY IF WORK SCHEDULED DAY	OT PAY IF WORK ON DAY OFF
New Year's Day Christmas Day	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 hrs holiday pay 3) Or another mutually agreed day off	N/A	N/A
MLK President's Day Easter Columbus Day Veterans' Day Memorial Day Independence Day Labor Day	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 10 hrs holiday pay 3) Or another mutually agreed day off	8 hours holiday pay + time-and-a-half for hours worked	8 hours holiday pay + double time for hours worked
Thanksgiving	1) Scheduled Day: 8 hrs off w/holiday pay 2) Unscheduled Day: 8 hrs holiday pay 3) Or another mutually agreed day off	8 hours holiday pay + time-and-a-half for hours worked	8 hours holiday pay + double time for hours worked
Blood Bank*	8 hrs off with pay at a mutually agreed time	N/A	N/A
Birthday	8 hrs off with pay at a mutually agreed time. If birthday is not used, 8 hours straight pay is given in lieu of time off	N/A	N/A
25 Year Anniversary Day	8 hours holiday time off.	N/A	N/A

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All employees are scheduled off for all holidays.

The foregoing shift starting times are subject to change in accordance with Article IV:8.

Cleveland Metropolitan Park District

Benefits Summary

January 1, 2013 Effective Date

Plan Type	Medical Mutual of Ohio		Kaiser
	Plan A	Plan B	HMO
	PPO	PPO	HMO
In Network			
Deductible Type	Embedded	Embedded	Embedded
Deductible Single/Family	\$200/\$400	\$750/\$1500	\$200/\$400
Calendar or Policy Year	Calendar	Calendar	Calendar
Coinsurance	90/10%	80/20%	90/10%
Out-of-Pocket (ded. incl.) Single/Family	\$1,000/\$2,000	\$3,000/\$7,000	\$1,200/\$2,400
Inpatient Hospital	Ded, 90/10%	Ded, 80/20%	Ded, 90/10%
Outpatient Surgery	Ded, 90/10%	Ded, 80/20%	Ded, 90/10%
Primary Care/Specialist Office Visit	\$15/\$15 copay	\$20/\$20 copay	\$15 copay
Preventive Services	Covered in Full	Covered in Full	Covered in Full
Emergency Room	\$150, then 100/0%	\$200, then 80/20%	\$75, then 100/0%
Urgent Care	\$30, then 100/0%	\$75, then 100/0%	\$35, then 100/0%
Prescription Drugs - 30 Day Retail	\$8/\$15/\$25	\$10/\$25/\$50	\$10/\$20
Out-of-Network			
Deductible Single/Family	\$1,000/\$2,000	\$1,500/\$3,000	N/A
Out-of-Pocket (ded. incl.)	\$3,000/\$6,000	\$6,000/\$12,000	N/A
Plan Type	Medical Mutual of Ohio		Kaiser
	Plan A	Plan B	HMO
	PPO	PPO	HMO
Monthly Premium/Contribution	Monthly	Monthly	Monthly
Single - 2013: 15-10-15%	15% (\$71.17)	10% (\$43.49)	15% (\$65.06)
Family - 2013: 15-10-15%	15% (\$169.35)	10% (\$102.39)	15% (\$153.31)
Wellness Credits - Monthly Savings			
Annual Physical	\$20.00	\$20.00	\$20.00
Annual Physical (covered spouse/partner)	\$15.00	\$15.00	\$15.00
Non-Tobacco User	\$15.00	\$15.00	\$15.00
Register for Teladoc	\$5.00	\$5.00	\$5.00
Blood Pressure < 130/85 mmHg	\$15.00	\$15.00	\$15.00
2013 Total Wellness Credits	\$70.00	\$70.00	\$70.00

Note: Credits may reduce monthly premium/contribution to no less than zero.
 If there is a discrepancy between this summary and the plan document/contract, the plan document/contract prevails.



**Cleveland
Metroparks**

Administrative Offices
4101 Fulton Parkway
Cleveland, Ohio 44144
216-635-3200
FAX 216-635-3286
TTY 216-351-0808

Board of Park
Commissioners

David W. Whitehead
President

William J. Ryan
Vice President

Fred Rzepka
Vice President

Executive
Director-Secretary

Vern J. Hartenburg



August 20, 2009

Carl Pecoraro
Teamster Local Union 507
5425 Warner Road, Unit 7
Cleveland, OH 44125

Re: Letter of Understanding – Zoo Tickets

Dear Carl:

Each Zoo employee may request up to 20 Zoo tickets per calendar year by going to the Admissions Ticket Office in person and indicating how many tickets he/she needs for members of his/her immediate family. The number of tickets needed will then be placed in "will call" under the name of the family member that will be responsible for picking up the tickets. The designated family member must present a driver's license or some other form of picture identification to the admission's clerk. Tickets will only be good on the day for which they are issued.

Tickets that are placed in "will call" and not picked up on the designated day for which they are issued, will be subtracted from the Zoo employee's 20 ticket allocation.

Please indicate your agreement by signing in the space provided below.

Sincerely,

Diane O. McDaniel
Director of Human Resources

It is hereby agreed:

Carl Pecoraro
Teamsters Local Union 507

Side Letter - October 2012

10-Hour Shifts:

Following ratification of the contract, and upon request of the Union, the Metroparks will meet with the Union to discuss a plan to schedule General Maintenance (Days) employees to 10-hour per day schedules. Any tentative agreement reached will not become effective unless approved by the membership and the Executive Director.